

SERFF Tracking Number: ONFS-127696670 State: Arkansas
Filing Company: The Ohio National Life Insurance Company State Tracking Number: 50111
Company Tracking Number: FORM 12-GLW-1
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: 2012 Variable Annuity Riders
Project Name/Number: /

Filing at a Glance

Company: The Ohio National Life Insurance Company

Product Name: 2012 Variable Annuity Riders SERFF Tr Num: ONFS-127696670 State: Arkansas

TOI: A03I Individual Annuities - Deferred SERFF Status: Closed-Approved State Tr Num: 50111

Variable

Sub-TOI: A03I.002 Flexible Premium Co Tr Num: FORM 12-GLW-1 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird, Donna Lambert

Authors: Doris Jackson, Peggy Johnson, Amy Hall Disposition Date: 11/07/2011

Date Submitted: 10/26/2011

Disposition Status: Approved

Implementation Date Requested:

Implementation Date: 12/07/2011

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: This filing has been submitted to Ohio, our domiciliary state, on 10/7/11. Forms filed in Ohio are deemed approved 30 days after the filing is received, per Ohio Rev. Code Section 395.14.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 11/07/2011

Deemer Date:

State Status Changed: 11/07/2011

Submitted By: Doris Jackson

Created By: Doris Jackson

Filing Description:

Corresponding Filing Tracking Number:

Form 12-GLW-1, Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)

Form 12-GLW-2, Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life)

Form 12-GLW-1.5, Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)

Form 12-GLW-2.5, Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life)

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Form 12-GLWP-1, Guaranteed Lifetime Withdrawal Benefit Plus Rider (Single Life)
Form 12-GLWP-2, Guaranteed Lifetime Withdrawal Benefit Plus Rider (Joint Life)
Form 12-GLWP-1.5, Guaranteed Lifetime Withdrawal Benefit Plus Rider (Single Life)
Form 12-GLWP-2.5, Guaranteed Lifetime Withdrawal Benefit Plus Rider (Joint Life)

Form 12-DC-GLW-1, Deferral Credit For Guaranteed Lifetime Withdrawal Benefit Rider
Form 12-DCMAR-GLW-1, Deferral Credit with Minimum Age Requirements For Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)
Form 12-DCMAR-GLW-2, Deferral Credit with Minimum Age Requirements For Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life)

Form 12-PPD-1, Premium Protection Death Benefit Rider (Single Life)
Form 12-PPD-2, Premium Protection Death Benefit Rider (Joint Life)

Form 12-PPDP-1, Premium Protection Plus Death Benefit Rider (Single Life)
Form 12-PPDP-2, Premium Protection Plus Death Benefit Rider (Joint Life)
Form 12-PPDP-1.5, Premium Protection Plus Death Benefit Rider (Single Life)
Form 12-PPDP-2.5, Premium Protection Plus Death Benefit Rider (Joint Life)

Form 12-GPP-1, Guaranteed Principal Protection Rider
Form 12-GPP-1.5, Guaranteed Principal Protection Rider
Form 12-GPP-GLW-1, Guarantee Principal Protection for Guaranteed Lifetime Withdrawal Benefit Rider
Application Form 4896 Rev. 1/12

Enclosed for your review and approval are twenty variable annuity riders and an Application.

Twelve of the twenty new riders are intended to replace previously approved forms as shown in the chart below.

New Form Number– Previously Approved Form Number – Approval Date–

Form 12-GLW-1– Form 11-GLW-1– 11/8/10
Form 12-GLW-2– Form 11-GLW-2– 11/8/10
Form 12-GLW-1.5– Form 11-GLW-1.5– 11/8/10
Form 12-GLW-2.5– Form 11-GLW-2.5– 11/8/10
Form 12-PPDP-1– Form 11-GED-1– 11/3/10
Form 12-PPDP-2– Form 11-GED-2– 11/3/10
Form 12-PPDP-1.5– Form 11-GED-1.5– 11/3/10
Form 12-PPDP-2.5– Form 11-GED-2.5– 11/3/10
Form 12-PPD-1– Form 11-GPD-1– 11/3/10

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Form 12-PPD-2– Form 11-GPD-2– 11/3/10
Form 12-GPP-1– Form 03-GPP-1 Rev. 10/03– 12/30/03
Form 12-GPP-1.5– Form 06-GPP-1.5– 2/28/07
Form 4896 Rev. 1/12 – Form 4896 Rev. 1/11 – 11/8/11

The principal differences between the current versions of these riders and the new ones submitted herein are as follows.

Guaranteed Lifetime Withdrawal Benefit (GLWB) Differences

- The deferral credit has been removed and will now be offered as separate riders, Forms 12-DC-GLW-1, 12-DCMAR-GLW-1 and 12-DCMAR-GLW-2
- The Required Minimum Distributions provision has been updated for clarification
- Investment restrictions are more limited in the Plus version of the rider
- The Maximum Annual Withdrawal (MAW) rates are higher on the Plus versions of the rider

Death Benefit Rider Difference

- The Required Minimum Distributions language has been updated for clarification
- Spousal Continuation has been clarified

Guaranteed Principal Protection

The 10 year option is offered only if the GLWB Rider is not chosen; it has revised investment restrictions. A new form, an 8 year option is included (if available) in combination with a GLWB Rider.

Forms 12-GLW-1 (Single Life) and 12-GLW-2 (Joint Life), are Guaranteed Lifetime Withdrawal Benefit Riders. They may help protect the Annuitant from the risk of outliving their income. The amount that may annually be withdrawn from the GLWB Rider is based upon the annuitant's age (the youngest Participating Spouse on the Joint Life Rider), when withdrawals begin and the withdrawal percentages multiplied by the GLWB base as described in the Rider.

Forms 12-GLWP-1 (Single Life) and 12-GLWP-2 (Joint Life) are the Plus versions of these forms. The investment restrictions are limited and the Maximum Annual Withdrawal (MAW) for death benefits is synced with higher MAW rates.

The Joint GLWB and GLWB Plus riders are available to two people who are legally married at the time the rider is added. The amount you may withdraw is based upon the youngest participating spouse's age. The Riders are only available at issue. If chosen, they cannot later be discontinued unless we otherwise agree.

Forms 12-DC-GLW-1, Deferral Credit For Guaranteed Lifetime Withdrawal Benefit Rider, 12-DCMAR-GLW-1, Deferral Credit with Minimum Age Requirements For Guaranteed Lifetime Withdrawal Benefit Rider (Single Life) and 12-DCMAR-GLW-2, Deferral Credit with Minimum Age Requirements For Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life) are new and are not intended to replace any previously approved forms. They will be offered in combination

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with the one of the GLWB riders and are available only at issue.

Forms 12-PPD-1 (Single Life) and 12-PPD-2 (Joint Life), Premium Protection Death Benefit Riders provide a death benefit equal to the purchase payments adjusted for withdrawals. The death benefit is adjusted dollar for dollar on annual withdrawals that do not exceed the allowable withdrawals under the GLWB. The death benefit continues if the contract value is reduced to zero. The Joint version of the rider is identical to the Single Life version except that it is available to two people who are legally married at the time the rider is issued and the MAW rates are based on the age of the youngest Participating Spouse. This Rider is only available at issue and is sold only in conjunction with the GLWB rider.

Forms 12-PPDP-1 (Single Life) and 12-PPDP-2 (Joint Life), Premium Protection Plus Death Benefit Riders, provide a death benefit equal to the purchase payments adjusted for withdrawals. The Premium Protection Plus Rider differs from the Premium Protection Rider in that a withdrawal that is not an excess withdrawal does not decrease the death benefit amount up to the contract anniversary after the annuitant turns 85; after which time it is reduced dollar for dollar. The rider allows for a one time step up of the death benefit on the seventh rider anniversary. The Joint Life version is identical to the Single Life version except that it is available to two people who are legally married at the time the rider is issued and the MAW rates are based on the age of the youngest Participating Spouse. It is only available at issue and is sold only in conjunction with the GLWB rider.

Form 12-GPP-1, Guaranteed Principal Protection Rider. The rider provides for an increase in contract value equal to the Guaranteed Principal Amount at the end of the rider term. It is not available with the GLWB rider.

Form 12-GPP-GLW-1, Guaranteed Principal Protection with Guaranteed Lifetime Withdrawal Benefit Rider is only available in combination with a GLWB rider. This rider has the option to take the Guaranteed Principal Amount at the end of the rider term or to continue the Guaranteed Lifetime Withdrawal Benefit.

All of the above riders are intended to be offered with the following previously approved, and any future approved, variable annuity contracts.

Previously Approved

Variable Annuity Contract – Approval Date
in your State

Form 09-VA-1 & 09-VA-1U – 4/6/09

Form 06-VA-1 & 06-VA-1U – 5/16/06

Form 06-VA-2 & 06-VA-2U – 12/21/06

Form 06-VA-3 & 06-VA-3U – 12/21/06

Form 06-VA-4 & 06-VA-4U – 5/16/06

Form 00-VA-2 & 00-VA-2U – 2/13/01

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Form 98-VA-2 & 98-VA-2U – 2/9/98
Form 98-VA-3 & 98-VA-3U – 2/9/98
Form 98-VA-4 & 98-VA-4U – 2/9/98

Rider Forms 12-GLW-1.5, 12-GLW-2.5, 12-GLWP-1.5, 12-GLWP-2.5, 12-PPDP-1.5, 12-PPDP-2.5, and 12-GPP-1.5 differ from Forms 12-GLW-1, 12-GLW-2, 12-GLWP-1, 12-GLWP-2, 12-PPDP-1, 12-PPDP-2 and 12-GPP-1 in that they refer to an Extra Credit provision that is included in contract forms listed in the chart below. The riders may be used with the following previously approved, and any future approved, variable annuity contracts with an Extra Credit provision.

Contract Form Number – Approval Date
Form 06-VA-5 & 06-VA-5U – 2/28/07
Form 99-VA-2 & 99-VA-2U – 9/24/99

Also enclosed is Application, Form 4896 Rev. 1/12, for your review and approval. The Application has been revised to include the enclosed riders and the information necessary to apply for the riders.

The enclosed forms are in final print, subject to minor variations in fonts, paper stock, color, duplexing and positioning. Brackets have been placed surrounding the Company officer's signature to represent it as variable data.

Similarly, brackets surround sample data provided on the Contract Specifications Page 4. The sample rider charges that are provided in brackets are those that Ohio National intends to use for the initial introduction of these riders. We reserve the right to adjust those charges over time for new issue only.

Readability requirements are waived as these forms are variable products, filed with the Securities and Exchange Commission. All other required filing documents are included in this submission.

These riders, or the base policies with which the riders will be issued, will not be illustrated. They will be sold to individual purchasers of annuities by registered representatives of broker-dealers licensed to sell variable products in your state. The registered representatives will be properly appointed by Ohio National.

Actuarial questions should be directed to Mr. Mayer F. Kahn, FSA, MAAA, Actuary, Investments and Annuities at 1-513-794-6820.

Please feel free to contact me with any additional questions or concerns. I can be reached at 1-800-366-6654, Dept. 7, Option 2 (press 7 after the initial greeting, the system does not prompt this), via fax at 1-513-794-4522, or at the following e-mail address: Doris_Jackson@ohionational.com.

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 Product Name: 2012 Variable Annuity Riders
 Project Name/Number: /

Thank you for your assistance with this filing. I look forward to your approval.

Sincerely,

Doris Jackson, FLMI, AIRC, HIA, CCP
 Contract Compliance Regulatory Coordinator
 Contract Compliance/Product Development

Company and Contact

Filing Contact Information

Doris Jackson, Doris_Jackson@ohionational.com
 One Financial Way 513-794-6440 [Phone]
 Cincinnati, OH 45242 513-794-4522 [FAX]

Filing Company Information

The Ohio National Life Insurance Company CoCode: 67172 State of Domicile: Ohio
 1 Financial Way Group Code: 704 Company Type: Life and Annuity
 Cincinnati, OH 45242 Group Name: ONFS State ID Number:
 (513) 794-6100 ext. [Phone] FEIN Number: 31-0397080

Filing Fees

Fee Required? Yes
 Fee Amount: \$1,050.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form x 21 forms
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Ohio National Life Insurance Company	\$1,050.00	10/26/2011	53227572

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Product Name: 2012 Variable Annuity Riders
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	11/07/2011	11/07/2011

SERFF Tracking Number: *ONFS-127696670* *State:* *Arkansas*
Filing Company: *The Ohio National Life Insurance Company* *State Tracking Number:* *50111*
Company Tracking Number: *FORM 12-GLW-1*
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *2012 Variable Annuity Riders*
Project Name/Number: */*

Disposition

Disposition Date: 11/07/2011

Implementation Date: 12/07/2011

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Life & Annuity - Actuarial Memo	Approved	No
Supporting Document	Statement of Variability and Spec Pages	Approved	Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider Single Life	Approved	Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider Joint Life	Approved	Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider Single Life	Approved	Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider Joint Life	Approved	Yes
Form	Guaranteed Lifetime Withdrawal Benefit Plus Single Life	Approved	Yes
Form	Guaranteed Lifetime Withdrawal Benefit Plus Joint Life	Approved	Yes
Form	Guaranteed Lifetime Withdrawal Benefit Plus Single Life	Approved	Yes
Form	Guaranteed Lifetime Withdrawal Benefit Plus Joint Life	Approved	Yes
Form	Deferral Credit for the Guaranteed Lifetime Withdrawal Benefit	Approved	Yes
Form	Deferral Credit with Minimum Age Requirements for the Guaranteed Lifetime Withdrawal Benefit Single Life	Approved	Yes
Form	Deferral Credit with Minimum Age Requirements for the Guaranteed Lifetime Withdrawal Benefit Joint Life	Approved	Yes
Form	Premium Protection Death Benefit Single Life	Approved	Yes
Form	Premium Protection Death Benefit Joint Life	Approved	Yes
Form	Premium Protection Plus Death Benefit Single Life	Approved	Yes
Form	Premium Protection Plus Death Benefit Joint Life	Approved	Yes
Form	Premium Protection Plus Death Benefit	Approved	Yes

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	Single Life		
Form	Premium Protection Plus Death Benefit	Approved	Yes
	Joint Life		
Form	Guaranteed Principal Protection	Approved	Yes
Form	Guaranteed Principal Protection	Approved	Yes
Form	Guaranteed Principal Protection for theGuaranteed Lifetime Withdrawal Benefit Rider	Approved	Yes
Form	ONcore Variable Annuity Application	Approved	Yes

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 Product Name: 2012 Variable Annuity Riders
 Project Name/Number: /

Form Schedule

Lead Form Number: Form 12-GLW-1

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved 11/07/2011	FORM 12-GLW-1	Policy/Cont ract/Fratern al	Guaranteed Lifetime Withdrawal Benefit Rider Single Life	Initial		0.000	Form 12- GLW-1.pdf
		Certificate: Amendmen t, Insert Page, Endorseme nt or Rider					
Approved 11/07/2011	FORM 12-GLW-2	Policy/Cont ract/Fratern al	Guaranteed Lifetime Withdrawal Benefit Rider Joint Life	Initial		0.000	Form 12- GLW-2.pdf
		Certificate: Amendmen t, Insert Page, Endorseme nt or Rider					
Approved 11/07/2011	FORM 12-GLW-1.5	Policy/Cont ract/Fratern al	Guaranteed Lifetime Withdrawal Benefit Rider Single Life	Initial		0.000	Form 12- GLW-1.5.pdf
		Certificate: Amendmen t, Insert Page, Endorseme nt or Rider					
Approved 11/07/2011	FORM 12-GLW-2.5	Policy/Cont ract/Fratern al	Guaranteed Lifetime Withdrawal Benefit Rider Joint Life	Initial		0.000	Form 12- GLW-2.5.pdf
		Certificate:					

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Approved FORM 12- Policy/Cont Guaranteed Lifetime Initial 0.000 Form 12-
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Approved FORM 12- Policy/Cont Guaranteed Lifetime Initial 0.000 Form 12-
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Certificate:
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Approved	FORM 12-11/07/2011 DC-GLW-1	Policy/Cont Deferral Credit for Fraternal Lifetime Withdrawal Certificate: Benefit Amendment, Insert Page, Endorsement or Rider	Initial	0.000	Form 12-DC-GLW-1.pdf
Approved	FORM 12-11/07/2011 DCMAR-GLW-1	Policy/Cont Deferral Credit with Fraternal Requirements for the Certificate: Guaranteed Lifetime Withdrawal Benefit Amendment, Insert Page, Endorsement or Rider	Initial	0.000	Form 12-DCMAR-GLW-1.pdf
Approved	FORM 12-11/07/2011 DCMAR-GLW-2	Policy/Cont Deferral Credit with Fraternal Requirements for the Certificate: Guaranteed Lifetime Withdrawal Benefit Amendment, Insert Page, Endorsement or Rider	Initial	0.000	Form 12-DCMAR-GLW-2.pdf
Approved	FORM 12-11/07/2011 PPD-1	Policy/Cont Premium Protection Fraternal Death Benefit Single Life Certificate: Amendment, Insert Page, Endorsement	Initial	0.000	Form 12-PPD-1.pdf

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Approved	FORM 12-11/07/2011 PPD-2	Policy/Cont ract/Fratern al Life Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Premium Protection Death Benefit Joint Life	Initial	0.000	Form 12-PPD-2.pdf
Approved	FORM 12-11/07/2011 PPDP-1	Policy/Cont ract/Fratern al Single Life Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Premium Protection Plus Death Benefit Single Life	Initial	0.000	Form 12-PPDP-1.pdf
Approved	FORM 12-11/07/2011 PPDP-2	Policy/Cont ract/Fratern al Joint Life Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Premium Protection Plus Death Benefit Joint Life	Initial	0.000	Form 12-PPDP-2.pdf
Approved	FORM 12-11/07/2011 PPDP-1.5	Policy/Cont ract/Fratern al Single Life Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Premium Protection Plus Death Benefit Single Life	Initial	0.000	Form 12-PPDP-1.5.pdf
Approved	FORM 12-	Policy/Cont ract/Fratern al	Premium Protection	Initial	0.000	Form 12-

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<i>TOI:</i>	<i>A031 Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A031.002 Flexible Premium</i>
<i>Product Name:</i>	<i>2012 Variable Annuity Riders</i>		
<i>Project Name/Number:</i>	<i>/</i>		
11/07/2011 PPDP-2.5	ract/Fratern Plus Death Benefit al Joint Life Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		PPDP-2.5.pdf
Approved FORM 12- 11/07/2011 GPP-1	Policy/Cont Guaranteed Principal Initial ract/Fratern Protection al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	Form 12- GPP-1.pdf
Approved FORM 12- 11/07/2011 GPP-1.5	Policy/Cont Guaranteed Principal Initial ract/Fratern Protection al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	Form 12- GPP-1.5.pdf
Approved FORM 12- 11/07/2011 GPP-GLW- 1	Policy/Cont Guaranteed Principal Initial ract/Fratern Protection for al theGuaranteed Certificate: Lifetime Withdrawal Amendmen Benefit Rider t, Insert Page, Endorseme nt or Rider	0.000	Form 12- GPP-GLW- 1.pdf
Approved FORM 11/07/2011 4896 Rev. 1/12	Application/ONcore Variable Initial Enrollment Annuity Application Form	0.000	4896 Rev. 112.pdf

Rider

Guaranteed Lifetime Withdrawal Benefit Single Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page. If this Rider is issued after the Contract, it takes effect on the Contract anniversary date.

This Rider provides, subject to certain conditions, a guaranteed amount that can be withdrawn each Contract Year, regardless of Contract Value, until this Rider's termination. The **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)** will be paid, even if payment of the benefit would reduce the Contract Value below the total minimum Contract Value required to keep the Contract in effect, as stated in the Contract.

Rider Definitions

Charge Freeze Period is the period shown on the Contract Specifications Page during which we guarantee that the Rider Charge Rate will not increase above the Base Rider Charge Rate.

Base Rider Charge Rate is the rate shown on the Contract Specifications Page applicable to all Contract Years after the first Contract Year, unless the Rider Charge Rate has been changed pursuant to the **Charge for Rider** provision.

The **Guaranteed Lifetime Withdrawal Benefit Base** (or **GLWB Base**) is the value that is used to determine the Maximum Annual Withdrawal.

The **Lifetime Withdrawal Age** is the age on or after which a withdrawal will trigger the beginning of the Lifetime Withdrawal Period as shown on the Contract Specifications Page.

The **Maximum Annual Withdrawal** (or **MAW**) is the maximum amount that can be withdrawn in any Contract Year during the Lifetime Withdrawal Period without affecting the annual withdrawal guarantees in future Contract Years or the GLWB Base.

An **Annual Step-up** is an increase in the GLWB Base to the then current Contract Value on an Anniversary of the Rider Date. The GLWB Base will continue to be eligible to increase due to an Annual Step-up on each Anniversary of the Rider Date until an Annual Step-up is declined pursuant to the **Charge for Rider** provision.

The **Annual Credit Period** is the period during which the Annual Credit GLWB Base is calculated. The initial Annual Credit Period is the period of time from the Rider Date to the [tenth] Anniversary of the Rider Date. If the GLWB Base is increased due to an Annual Step-up, then a new Annual Credit Period is established on the date the GLWB Base is increased and ending on the [tenth] Anniversary of such date.

The **Anniversary of the Rider Date** is any date that shares the same month and day as the Rider Date (If the Rider Date is on February 29th, the Anniversary of the Rider Date in years that do not have a February 29th would be February 28th). If a calculation hereunder is to be made on the Anniversary of the Rider Date, such calculation will be made as of the close of the Valuation Period which includes such Anniversary.

The **Annual Credit Calculation Base** is the amount to which the Annual Credit Rate is applied in calculating the Annual Credit GLWB Base. At the beginning of the Annual Credit Period, the Annual Credit Calculation Base is set equal to the GLWB Base. The value of the Annual Credit Calculation Base will remain the same for the duration of the Annual Credit Period with the following exceptions:

- (1) If a Purchase Payment is made to the Contract, the Annual Credit Calculation Base will be increased at that time by the amount of the net Purchase Payment (excluding extra credits, if any).
- (2) If the GLWB Base is adjusted due to an Excess Withdrawal, the Annual Credit Calculation Base will be set equal at that time to the lesser of the then current Annual Credit Calculation Base or the GLWB Base after the adjustment for an Excess Withdrawal described below.

A **Qualified Contract** is a contract issued in compliance with Internal Revenue Code Sections 401, 403, 408 or 408A or any comparable Internal Revenue Code Sections in effect or hereafter enacted.

The **Contract Specifications Pages** are Pages 3 and 4 of the Contract, if this Rider is issued with the Contract, or Pages 3 and 4 of the Amendment attached to this Rider if this Rider was subsequently added after the Contract Date.

Calculation of Guaranteed Lifetime Withdrawal Benefit Base

If this Rider is issued at the same time as your Contract, the initial GLWB Base is the initial net Purchase Payment (excluding extra credits, if any). If this Rider is added to the Contract on an anniversary of the Contract Date, the initial GLWB Base is the Contract Value on the Rider Date.

Thereafter, the GLWB Base is calculated as the greater of the Step-up GLWB Base or the Annual Credit GLWB Base, except as provided under the **Excess Withdrawals** provision below.

Step-up GLWB Base

The initial Step-up GLWB Base is equal to the initial GLWB Base. Thereafter, except as provided under the **Excess Withdrawals** provision, the Step-up GLWB Base is determined as follows:

- (1) (i) On each day that is not the Anniversary of the Rider Date or (ii) on or after any Anniversary of the Rider Date if an Annual Step-up is or has ever been declined, the Step-up GLWB Base equals (a) + (b) where:
 - (a) is the GLWB Base on the previous day; and
 - (b) is the amount of any net Purchase Payments (excluding extra credits, if any) credited on that day.
- (2) On each Anniversary of the Rider Date unless an Annual Step-up is, or was, declined, the Step-up GLWB Base equals the greater of ((a) or (b)) + (c) where:
 - (a) is the GLWB Base on the previous day;
 - (b) is the then current Contract Value, after deducting any applicable charges for the Contract, this Rider or any other rider, excluding any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date; and
 - (c) is any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date.

Annual Credit GLWB Base

The Annual Credit GLWB Base is only calculated on each Anniversary of the Rider Date during the Annual Credit Period. The Annual Credit GLWB Base at the beginning of any Annual Credit Period is equal to the GLWB Base at the beginning of such period. Thereafter, the Annual Credit GLWB Base is determined as follows:

- (1) On any Anniversary of the Rider Date during the Annual Credit Period, provided that no withdrawals have occurred during the twelve month period that began with the previous Annual Credit Anniversary, the Annual Credit GLWB Base equals (a) + (b) + (c) where:
 - (a) is the GLWB Base on the prior Anniversary of the Rider Date;
 - (b) is the Annual Credit Calculation Base multiplied by the GLWB Annual Credit Rate shown in the Contract Specifications Page; and
 - (c) is the amount of any net Purchase Payments (excluding extra credits, if any) during the prior Contract Year.
- (2) Except as provided in (1) above, on any other Anniversary of the Rider Date, the Annual Credit GLWB Base is equal to zero.

Lifetime Withdrawal Period

The first withdrawal made on or after the date that the Annuitant reaches the Lifetime Withdrawal Age will trigger the beginning of the Lifetime Withdrawal Period.

On the day that the Lifetime Withdrawal Period begins, the initial MAW Rate will be set to the applicable MAW Rate shown on the Contract Specifications Page based on the Annuitant's age as of that day, and the MAW will be calculated as (a) x (b) where:

- (a) is the MAW Rate; and
- (b) is the GLWB Base on that day as determined pursuant to the **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision.

During the remainder of the Lifetime Withdrawal Period, the MAW will be determined in accordance with the following rules:

- (1) On each Anniversary of the Rider Date that the GLWB Base is increased to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the Annuitant's then current age on such Anniversary of the Rider Date and the MAW will be recalculated to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the new MAW Rate.
- (2) On any other date that the GLWB Base is recalculated, the MAW will be reset to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the then existing MAW Rate.

As long as the total withdrawals during a Contract Year do not exceed the MAW, we will waive any Contingent Deferred Sales Charges that may otherwise have been assessed.

This Rider continues in the Lifetime Withdrawal Period until the earlier of:

- (1) the date that this Rider is terminated as described in the **Termination of Rider** provision; or
- (2) the date that this Rider enters the Lifetime Annuity Period.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is made prior to the Annuitant reaching the Lifetime Withdrawal Age; or
- (2) it is made during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceed the MAW; however, only the excess of: (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals; over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals; or (ii) the MAW or the RMD, where applicable, is recognized as an Excess Withdrawal; or
- (3) once you are eligible for RMD treatment, it is deemed to be an Excess Withdrawal under the **Required Minimum Distribution** provision.

Any Excess Withdrawals taken will cause the GLWB Base to be adjusted on that day. The new GLWB Base will be set to equal the lesser of (1) or (2) where:

- (1) equals $(a) \times [1 - (b)/(c)]$ where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals $(a) - (b)$ where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year. If you die during a Contract Year for which you are eligible for RMD treatment and your spouse elects to continue the Contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment. If you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving spouse qualifies for RMD treatment, the surviving spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation**; or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the factors set forth in the third paragraph of this provision. If the surviving spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based on the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Extended Annuitization

If this Rider is in force on the Annuity Payout Date as set forth in your Contract, we will delay the Annuity Payout Date until the Contract Date immediately following the Annuitant's 95th birthday for purposes of this Rider only. Any extension of the Annuity Payout Date for purposes of this Rider only shall not affect the termination of, or extend, any death benefit under the Contract or any other rider, unless otherwise stated in any such rider. On the Contract Date immediately following the Annuitant's 95th birthday, you will be required to (1) enter the **Lifetime Annuity Period**, described below; (2) annuitize the Contract using the Contract Value; or (3) terminate the Contract and take the Contract Value.

During the extended annuitization period, you may elect to annuitize or terminate the Contract by Notice to us. Such Notice must be given prior to the anniversary of the Contract Date immediately following the Annuitant's 95th birthday.

Lifetime Annuity Period

When this Rider enters the Lifetime Annuity Period, you will immediately receive a payment equal to the excess, if any, of the then current MAW over the total withdrawals already taken during the Contract Year. However, if you are making systematic withdrawals, the payments will continue until the MAW for the Contract Year has been reached. Thereafter, you will begin receiving a lifetime annuity (the "MAW Annuity") on the first day of the month following the first anniversary of the Contract Date in the Lifetime Annuity Period payable until the Annuitant's death. Each monthly payment will equal one-twelfth of the then current MAW.

This Rider will enter the Lifetime Annuity Period on the earlier of:

- (1) the anniversary of the Contract Date immediately following the Annuitant's 95th birthday; or
- (2) the date that the Contract Value is reduced to zero (other than by an Excess Withdrawal).

If your Contract Value goes to zero other than because of an Excess Withdrawal before the Annuitant reaches the Lifetime Withdrawal Age, the Lifetime Annuity Period is deferred until the Annuitant reaches the Lifetime Withdrawal Age.

Once this Rider has entered the Lifetime Annuity Period, the terms of the Contract will be adjusted as follows:

- (1) the Contract will provide only the benefits provided in this Rider and you will not be able to make any withdrawals other than payments under the MAW Annuity;
- (2) all other riders attached to the Contract will terminate unless otherwise stated in any such rider; and
- (3) no additional Purchase Payments will be accepted.

Purchase Payment Limitations

In addition to any purchase payment limitations in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Available Investment Options

While this Rider is in force, your Purchase Payments and your Contract Value must be allocated in accordance with either Paragraph (1) or (2) below:

- (1) Your Purchase Payments and your Contract Value must be allocated to one of the available Asset Allocation Models (the "Models") from those offered by us and approved for use with this Rider. You may maintain funds in only one Model at any given time.
- (2) Your Purchase Payments and your Contract Value must be allocated in accordance with the following investment restrictions:
 - (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts;
 - (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts;
 - (c) A percentage no greater than the Category III Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category III Subaccounts;
 - (d) A percentage no greater than the Category IV Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category IV Subaccounts.

Notwithstanding the above, your Purchase Payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available, and then transferred to a Model selected by you under (1) above or the subaccounts under (2) above, subject to any restrictions on such transfers as set forth in your Contract or any other applicable rider.

If you have the Fixed Accumulation Account Rider with your Contract and (a) if you have chosen investment option (1) above, you may not allocate any portion of a Purchase Payment or the Contract Value to the Fixed Accumulation Account, and (b) if you have chosen investment option (2) above, then the Fixed Accumulation Account shall be considered an available investment in Category I and shall be included with the other investment options in Category I when applying the investment restrictions described in subsection (2) (a) above.

By Notice to us, you may modify your Purchase Payment allocations at any time as long as the new allocations continue to satisfy the investment restrictions in Paragraphs (1) or (2) above.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for Purchase Payments and/or the rebalancing of your Contract to change, unless such request is accompanied by new instructions for allocating Purchase Payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to apply any change in the classification of a subaccount to future Purchase Payments or transfers.

We may limit the availability of any Asset Allocation Model or any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future Purchase Payments or Contract Value, you will need to provide us updated allocation instructions that comply with paragraph (2) above. If you fail to provide us with new instructions and your allocations of Purchase Payments or Contract Value violates the investment restrictions, this Rider will be terminated. You may only be in one Asset Allocation Model at a time. Therefore, if an Asset Allocation Model to which your Contract Value is allocated becomes unavailable for the allocation of future Purchase Payments under this Rider and you wish to make additional Purchase Payments, you will have to transfer your Contract Value to an Asset Allocation Model that is then available under this Rider or transfer your entire Contract Value into subaccounts that comply with paragraph (2) above.

Transfers required after a variable subaccount or Model becomes unavailable for use with this Rider, will not be assessed a transfer fee.

If you choose to allocate your Purchase Payments or Contract Value in accordance with Paragraph (2) above, while this Rider is in effect, we will rebalance quarterly the amounts in each individual variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the Contract nor transfers will result in a rebalancing on the date of such transaction.

If you choose to allocate your Purchase Payments or Contract Value to an Asset Allocation Model in accordance with Paragraph (1) above, at the end of each calendar quarter, variable account values allocated within each Model will be rebalanced to maintain the mix of investments in the proportions established for each Model.

When you die, if your spouse elects a permitted **Spousal Continuation**, we will not include the proceeds from a death benefit adjustment, if any, in the determination of whether your surviving spouse has complied with these investment restrictions. Unless we receive other investment instructions from your surviving spouse, we will re-allocate the proceeds from such death benefit adjustment to the investment portfolios in your Contract based upon your last rebalancing instructions or to the applicable Model on the next scheduled rebalancing date.

Spousal Continuation

If your surviving spouse becomes the sole Owner of the Contract upon your death, such spouse shall become the new Annuitant for purposes of this benefit, subject to the following conditions:

If the Annuitant dies before this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving spouse will be eligible to enter the Lifetime Withdrawal Period when such spouse reaches the Lifetime Withdrawal Age. The applicable MAW Rate will be based on the surviving spouse's age when the Lifetime Withdrawal Period begins.

If the Annuitant dies after this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the Contract Value (after the Death Benefit Adjustment, if any) as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving spouse will not be eligible to re-enter the Lifetime Withdrawal Period until such spouse reaches the Lifetime Withdrawal Age. The applicable MAW Rate will be based on the surviving spouse's age when such spouse re-enters the Lifetime Withdrawal Period.

A **Spousal Continuation** will not affect the value of the RMD for the year of the Annuitant's death. Thereafter, the surviving spouse will be eligible for RMD based on such spouse's RMD subject to the Notice requirements in the **Required Minimum Distributions** provision. Other than in the case of the permitted **Spousal Continuation**, this Rider will terminate upon your death, unless it is in the Lifetime Annuity Period and you are not the Annuitant. In that case this Rider will continue until the death of the Annuitant.

Other than in the case of the permitted **Spousal Continuation**, there is no right to change the Annuitant under this Rider or the Contract.

We will only allow one exercise of a **Spousal Continuation** under this Rider.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in effect, until it reaches the Lifetime Annuity Period, we will deduct from your Contract Value a Guaranteed Lifetime Withdrawal Benefit Rider charge for this Rider. The amount deducted will equal the product of the Rider Charge Rate and the GLWB Base as of the last Valuation Period immediately preceding the Anniversary of the Rider Date.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page if this Rider was issued at the same time as the Contract and the GLWB Base has not yet been increased as a result of an Annual Step-up pursuant to **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision; (b) the applicable rate shown on the corresponding Amendment to your Contract if this rider was issued after the Contract Date and the GLWB Base has not yet been increased as a result of an Annual Step-up; or (c) if greater, the rate declared by us at the time of an Annual Step-up. The charge increase at the time of an Annual Step-up will be no greater than the charge for new issues of this Rider form in effect on the date of the Annual Step-up, if such rider form is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page. We also guarantee that the Rider Charge Rate will not increase during the Charge Freeze Period shown on the Contract Specifications Page. You may avoid a Rider Charge Rate increase by declining the Annual Step-up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate. However, if you do so, the Annual Step-ups will cease for the life of this Rider.

Rider

Guaranteed Lifetime Withdrawal Benefit Joint Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page. If this Rider is issued after the Contract, it takes effect on the Contract anniversary date.

This Rider provides, subject to certain conditions, a guaranteed amount that can be withdrawn each Contract Year, regardless of Contract Value, until this Rider's termination. The **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)** will be paid, even if payment of the benefit would reduce the Contract Value below the total minimum Contract Value required to keep the Contract in effect, as stated in the Contract.

Rider Definitions

Charge Freeze Period is the period shown on the Contract Specifications Page during which we guarantee that the Rider Charge Rate will not increase above the Base Rider Charge Rate.

Base Rider Charge Rate is the rate shown on the Contract Specifications Page applicable to all Contract Years after the first Contract Year, unless the Rider Charge Rate has been changed pursuant to the **Charge for Rider** provision.

The **Guaranteed Lifetime Withdrawal Benefit Base** (or **GLWB Base**) is the value that is used to determine the Maximum Annual Withdrawal.

The **Lifetime Withdrawal Age** is the age on or after which a withdrawal will trigger the beginning of the Lifetime Withdrawal Period as shown on the Contract Specifications Page.

The **Maximum Annual Withdrawal** (or **MAW**) is the maximum amount that can be withdrawn in any Contract Year during the Lifetime Withdrawal Period without affecting the annual withdrawal guarantees in future Contract Years or the GLWB Base.

An **Annual Step-up** is an increase in the GLWB Base to the then current Contract Value on an Anniversary of the Rider Date. The GLWB Base will continue to be eligible to increase due to an Annual Step-up on each Anniversary of the Rider Date until an Annual Step-up is declined pursuant to the **Charge for Rider** provision.

Participating Spouses are the people upon whose life and age the rider benefits are calculated. This Rider requires that there be two and only two Participating Spouses on the Rider Date and that they be legally married to each other. This Rider further requires that on the Rider Date either (a) the two Participating Spouses are Joint Owners (or beneficial Owners) and the Annuitant is one of the Participating Spouses; or (b) one Participating Spouse is an Owner (or beneficial Owner) and Annuitant and the other is the sole Beneficiary. A Participating Spouse only retains such status while he/she is alive and legally married to the other. An Owner who gives up ownership can only maintain the Status of a Participating Spouse if such Owner is or immediately becomes, the sole Beneficiary; likewise, a sole Beneficiary who loses that

designation can only maintain the Status of a Participating Spouse if such sole Beneficiary is or immediately becomes, an Owner. Once a person loses his/her status as a Participating Spouse, it can never be regained. Likewise, no person can become a Participating Spouse after the Rider Date. A sole Owner may remove a sole Beneficiary from Participating Spouse Status by giving Notice to us. If one Participating Spouse is the sole Owner and the Participating Spouses divorce, the non-owner spouse will cease to be a Participating Spouse. If the Participating Spouses are joint owners and they divorce, the non-Annuitant will cease to be a Participating Spouse.

The **Annual Credit Period** is the period during which the Annual Credit GLWB Base is calculated. The initial Annual Credit Period is the period of time from the Rider Date to the [tenth] Anniversary of the Rider Date. If the GLWB Base is increased due to an Annual Step-up, then a new Annual Credit Period is established on the date the GLWB Base is increased and ending on the [tenth] Anniversary of such date.

The **Anniversary of the Rider Date** is any date that shares the same month and day as the Rider Date (If the Rider Date is on February 29th, the Anniversary of the Rider Date in years that do not have a February 29th would be February 28th). If a calculation hereunder is to be made on the Anniversary of the Rider Date, such calculation will be made as of the close of the Valuation Period which includes such Anniversary.

The **Annual Credit Calculation Base** is the amount to which the Annual Credit Rate is applied in calculating the Annual Credit GLWB Base. At the beginning of the Annual Credit Period, the Annual Credit Calculation Base is set equal to the GLWB Base. The value of the Annual Credit Calculation Base will remain the same for the duration of the Annual Credit Period with the following exceptions:

- (1) If a Purchase Payment is made to the Contract, the Annual Credit Calculation Base will be increased at that time by the amount of the net Purchase Payment (excluding extra credits, if any).
- (2) If the GLWB Base is adjusted due to an Excess Withdrawal, the Annual Credit Calculation Base will be set equal at that time to the lesser of the then current Annual Credit Calculation Base or the GLWB Base after the adjustment for an Excess Withdrawal described below.

A **Qualified Contract** is a contract issued in compliance with Internal Revenue Code Sections 401, 403, 408 or 408A or any comparable Internal Revenue Code Sections in effect or hereafter enacted.

The **Contract Specifications Pages** are Pages 3 and 4 of the Contract, if this Rider is issued with the Contract, or Pages 3 and 4 of the Amendment attached to this Rider if this Rider was subsequently added after the Contract Date.

Calculation of Guaranteed Lifetime Withdrawal Benefit Base

If this Rider is issued at the same time as your Contract, the initial GLWB Base is the initial net Purchase Payment (excluding extra credits, if any). If this Rider is added to the Contract on an anniversary of the Contract Date, the initial GLWB Base is the Contract Value on the Rider Date.

Thereafter, the GLWB Base is calculated as the greater of the Step-up GLWB Base or the Annual Credit GLWB Base, except as provided under the **Excess Withdrawals** provision below.

Step-up GLWB Base

The initial Step-up GLWB Base is equal to the initial GLWB Base. Thereafter, except as provided under the **Excess Withdrawals** provision, the Step-up GLWB Base is determined as follows:

- (1) (i) On each day that is not the Anniversary of the Rider Date or (ii) on or after any Anniversary of the Rider Date if an Annual Step-up is or has ever been declined, the Step-up GLWB Base equals (a) + (b) where:
 - (a) is the GLWB Base on the previous day; and
 - (b) is the amount of any net Purchase Payments (excluding extra credits, if any) credited on that day.

- (2) On each Anniversary of the Rider Date unless an Annual Step-up is, or was, declined, the Step-up GLWB Base equals the greater of ((a) or (b)) + (c) where:
 - (a) is the GLWB Base on the previous day;
 - (b) is the then current Contract Value, after deducting any applicable charges for the Contract, this Rider or any other rider, excluding any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date; and
 - (c) is any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date.

Annual Credit GLWB Base

The Annual Credit GLWB Base is only calculated on each Anniversary of the Rider Date during the Annual Credit Period. The Annual Credit GLWB Base at the beginning of any Annual Credit Period is equal to the GLWB Base at the beginning of such period. Thereafter, the Annual Credit GLWB Base is determined as follows:

- (1) On any Anniversary of the Rider Date during the Annual Credit Period, provided that no withdrawals have occurred during the twelve month period that began with the previous Annual Credit Anniversary, the Annual Credit GLWB Base equals (a) + (b) + (c) where:
 - (a) is the GLWB Base on the prior Anniversary of the Rider Date;
 - (b) is the Annual Credit Calculation Base multiplied by the GLWB Annual Credit Rate shown in the Contract Specifications Page; and
 - (c) is the amount of any net Purchase Payments (excluding extra credits, if any) during the prior Contract Year.
- (2) Except as provided in (1) above, on any other Anniversary of the Rider Date, the Annual Credit GLWB Base is equal to zero.

Lifetime Withdrawal Period

The first withdrawal made on or after the date that the youngest Participating Spouse reaches the Lifetime Withdrawal Age will trigger the beginning of the Lifetime Withdrawal Period.

On the day that the Lifetime Withdrawal Period begins, the initial MAW Rate will be set to the applicable MAW Rate shown on the Contract Specifications Page based on the age of the youngest Participating Spouse age as of that day, and the MAW will be calculated as (a) x (b) where:

- (a) is the MAW Rate; and
- (b) is the GLWB Base on that day as determined pursuant to the **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision.

During the remainder of the Lifetime Withdrawal Period, the MAW will be determined in accordance with the following rules:

- (1) On each Anniversary of the Rider Date that the GLWB Base is increased to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the then current age of the youngest Participating Spouse on such Anniversary of the Rider Date and the MAW will be recalculated to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the new MAW Rate.

- (2) On any other date that the GLWB Base is recalculated, the MAW will be reset to equal (a) x (b) where:
- (a) is the recalculated GLWB Base on that day; and
 - (b) is the then existing MAW Rate.

As long as the total withdrawals during a Contract Year do not exceed the MAW, we will waive any Contingent Deferred Sales Charges that may otherwise have been assessed.

This Rider continues in the Lifetime Withdrawal Period until the earlier of:

- (1) the date that this Rider is terminated as described in the **Termination of Rider** provision; or
- (2) the date that this Rider enters the Lifetime Annuity Period.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is made prior to the youngest Participating Spouse reaching the Lifetime Withdrawal Age; or
- (2) it is made during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceed the MAW; however, only the excess of: (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals; over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals; or (ii) the MAW or the RMD, where applicable, is recognized as an Excess Withdrawal; or
- (3) once you are eligible for RMD treatment, it is deemed to be an Excess Withdrawal under the **Required Minimum Distributions** provision.

Any Excess Withdrawals taken will cause the GLWB Base to be adjusted on that day. The new GLWB Base will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1 - (b)/(c)] where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) - (b) where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year and the youngest Participating Spouse, if any, has attained age 59 1/2 in the calendar year. If you die during a Contract Year for which you are eligible for RMD treatment and your spouse elects to continue the Contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment. If you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your Participating Spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such Participating Spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving Participating Spouse qualifies for RMD treatment, the surviving Participating Spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation**; or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the factors set forth in the third paragraph of this provision. If the surviving Participating Spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based on the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving Participating Spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Extended Annuitization

If this Rider is in force on the Annuity Payout Date as set forth in your Contract, we will delay the Annuity Payout Date until the Contract Date immediately following the Annuitant's 95th birthday for purposes of this Rider only. Any extension of the Annuity Payout Date for purposes of this Rider only shall not affect the

termination of, or extend, any death benefit under the Contract or any other rider, unless otherwise stated in any such rider. On the Contract Date immediately following the Annuitant's 95th birthday, you will be required to (1) enter the **Lifetime Annuity Period**, described below; (2) annuitize the Contract using the Contract Value; or (3) terminate the Contract and take the Contract Value.

During the extended annuitization period, you may elect to annuitize or terminate the Contract by Notice to us. Such Notice must be given prior to the anniversary of the Contract Date immediately following the Annuitant's 95th birthday.

Lifetime Annuity Period

When this Rider enters the Lifetime Annuity Period, you will immediately receive a payment equal to the excess, if any, of the then current MAW over the total withdrawals already taken during the Contract Year. However, if you are making systematic withdrawals, the payments will continue until the MAW for the Contract Year has been reached. Thereafter, you will begin receiving a lifetime annuity (the "MAW Annuity") on the first day of the month following the first anniversary of the Contract Date in the Lifetime Annuity Period payable until the death of the last surviving Participating Spouse. Each monthly payment will equal one-twelfth of the then current MAW.

This Rider will enter the Lifetime Annuity Period on the earlier of:

- (1) the anniversary of the Contract Date immediately following the Annuitant's 95th birthday; or
- (2) the date that the Contract Value is reduced to zero (other than by an Excess Withdrawal).

If your Contract Value goes to zero other than because of an Excess Withdrawal before the youngest Participating Spouse reaches the Lifetime Withdrawal Age, the Lifetime Annuity Period is deferred until the youngest Participating Spouse reaches the Lifetime Withdrawal Age.

Once this Rider has entered the Lifetime Annuity Period, the terms of the Contract will be adjusted as follows:

- (1) the Contract will provide only the benefits provided in this Rider and you will not be able to make any withdrawals other than payments under the MAW Annuity;
- (2) all other riders attached to the Contract will terminate unless otherwise stated in any such rider; and
- (3) no additional Purchase Payments will be accepted.

Purchase Payment Limitations

In addition to any purchase payment limitations in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Available Investment Options

While this Rider is in force, your Purchase Payments and your Contract Value must be allocated in accordance with either Paragraph (1) or (2) below:

- (1) Your Purchase Payments and your Contract Value must be allocated to one of the available Asset Allocation Models (the "Models") from those offered by us and approved for use with this Rider. You may maintain funds in only one Model at any given time.
- (2) Your Purchase Payments and your Contract Value must be allocated in accordance with the following investment restrictions:
 - (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts;
 - (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts;

- (c) A percentage no greater than the Category III Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category III Subaccounts;
- (d) A percentage no greater than the Category IV Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category IV Subaccounts.

Notwithstanding the above, your Purchase Payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available, and then transferred to a Model selected by you under (1) above or the subaccounts under (2) above, subject to any restrictions on such transfers as set forth in your Contract or any other applicable rider.

If you have the Fixed Accumulation Account Rider with your Contract and (a) if you have chosen investment option (1) above, you may not allocate any portion of a Purchase Payment or the Contract Value to the Fixed Accumulation Account, and (b) if you have chosen investment option (2) above, then the Fixed Accumulation Account shall be considered an available investment in Category I and shall be included with the other investment options in Category I when applying the investment restrictions described in subsection (2) (a) above.

By Notice to us, you may modify your Purchase Payment allocations at any time as long as the new allocations continue to satisfy the investment restrictions in Paragraphs (1) or (2) above.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for Purchase Payments and/or the rebalancing of your Contract to change, unless such request is accompanied by new instructions for allocating Purchase Payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to apply any change in the classification of a subaccount to future Purchase Payments or transfers.

We may limit the availability of any Asset Allocation Model or any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future Purchase Payments or Contract Value, you will need to provide us updated allocation instructions that comply with paragraph (2) above. If you fail to provide us with new instructions and your allocations of Purchase Payments or Contract Value violates the investment restrictions, this Rider will be terminated. You may only be in one Asset Allocation Model at a time. Therefore, if an Asset Allocation Model to which your Contract Value is allocated becomes unavailable for the allocation of future Purchase Payments under this Rider and you wish to make additional Purchase Payments, you will have to transfer your Contract Value to an Asset Allocation Model that is then available under this Rider or transfer your entire Contract Value into subaccounts that comply with paragraph (2) above.

Transfers required after a variable subaccount or Model becomes unavailable for use with this Rider, will not be assessed a transfer fee.

If you choose to allocate your Purchase Payments or Contract Value in accordance with Paragraph (2) above, while this Rider is in effect, we will rebalance quarterly the amounts in each individual variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the Contract nor transfers will result in a rebalancing on the date of such transaction.

If you choose to allocate your Purchase Payments or Contract Value to an Asset Allocation Model in accordance with Paragraph (1) above, at the end of each calendar quarter, variable account values allocated within each Model will be rebalanced to maintain the mix of investments in the proportions established for each Model.

When you die, if your Participating Spouse elects a permitted **Spousal Continuation**, we will not include the proceeds from a death benefit adjustment, if any, in the determination of whether your surviving Participating Spouse has complied with these investment restrictions. Unless we receive other investment instructions from your surviving Participating Spouse, we will re-allocate the proceeds from such death benefit adjustment to the investment portfolios in your Contract based upon your last rebalancing instructions or to the applicable Model on the next scheduled rebalancing date.

Spousal Continuation

If your surviving Participating Spouse becomes the sole Owner of the Contract upon your death, such surviving Participating Spouse shall become the new Annuitant for purposes of this benefit, subject to the following conditions:

If the Annuitant dies before this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving Participating Spouse will be eligible to enter the Lifetime Withdrawal Period when such surviving Participating Spouse reaches the Lifetime Withdrawal Age. The applicable MAW Rate will be based on the surviving Participating Spouse's age when the Lifetime Withdrawal Period begins.

If the Annuitant dies after this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. If the GLWB Base is increased at your death to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the surviving Participating Spouse's then current age and the MAW will be recalculated to equal (a) x (b) where:

(a) is the recalculated GLWB Base on that day; and

(b) is the new MAW Rate.

A **Spousal Continuation** will not affect the value of the RMD for the year of the Annuitant's death. Thereafter, the surviving Participating Spouse will be eligible for RMD based on such Participating Spouse's RMD subject to the Notice requirements in the **Required Minimum Distributions** provision. Other than in the case of the permitted **Spousal Continuation** by a Participating Spouse, this Rider will terminate upon your death, unless it is in the Lifetime Annuity Period and you are not the Annuitant. In that case this Rider will continue until the death of the Annuitant.

Other than in the case of the permitted **Spousal Continuation**, there is no right to change the Annuitant under this Rider or the Contract.

We will only allow one exercise of a **Spousal Continuation** under this Rider.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in effect, until it reaches the Lifetime Annuity Period, we will deduct from your Contract Value a Guaranteed Lifetime Withdrawal Benefit Rider charge for this Rider. The amount deducted will equal the product of the Rider Charge Rate and the GLWB Base as of the last Valuation Period immediately preceding the Anniversary of the Rider Date.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page if this Rider was issued at the same time as the Contract and the GLWB Base has not yet been increased as a result of an Annual Step-up pursuant to **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision; (b) the applicable rate shown on the corresponding Amendment to your Contract if this rider was issued after the Contract Date and the GLWB Base has not yet been increased as a result of an Annual Step-up; or (c) if greater, the rate declared by us at the time of an Annual Step-up. The charge increase at the time of an Annual Step-up will be no greater than the charge for new issues of this Rider form in effect on the date of the Annual Step-up, if such rider form is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page. We also guarantee that the Rider Charge Rate will not increase during the Charge Freeze Period shown on the Contract Specifications Page. You may avoid a Rider Charge Rate increase by declining the Annual Step-up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate. However, if you do so, the Annual Step-ups will cease for the life of this Rider.

The rider charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. Charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless an Annual Step-up has occurred).

Addition of Rider

If we agree, this Rider may be added after the Contract Date. However, it may only be added on an anniversary of the Contract Date subject to any maximum Annuitant age we allow at that time.

Termination of Rider

You may not cancel this Rider, unless we otherwise agree. This Rider will terminate on: (a) the date the Contract is terminated in accordance with its terms, unless otherwise provided in this Rider; (b) the date of an Excess Withdrawal which reduces the Contract Value to zero; (c) the date on which funds are allocated in a manner that violates the investment restrictions; (d) the commencement of an Annuity Option other than the MAW Annuity; (e) if it is terminated under the express terms of any other rider; (f) the death of the Annuitant, except in the case of the permitted **Spousal Continuation**; or (g) a transfer or an assignment as described below.

If (1) the surviving Participating Spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of **Spousal Continuation** at the same time, and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted **Spousal Continuation** on or before [28] days after the date when we received the proof of death.

Rider

Guaranteed Lifetime Withdrawal Benefit Single Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page. If this Rider is issued after the Contract, it takes effect on the Contract anniversary date.

This Rider provides, subject to certain conditions, a guaranteed amount that can be withdrawn each Contract Year, regardless of Contract Value, until this Rider's termination. The **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)** will be paid, even if payment of the benefit would reduce the Contract Value below the total minimum Contract Value required to keep the Contract in effect, as stated in the Contract.

Rider Definitions

Charge Freeze Period is the period shown on the Contract Specifications Page during which we guarantee that the Rider Charge Rate will not increase above the Base Rider Charge Rate.

Base Rider Charge Rate is the rate shown on the Contract Specifications Page applicable to all Contract Years after the first Contract Year, unless the Rider Charge Rate has been changed pursuant to the **Charge for Rider** provision.

The **Guaranteed Lifetime Withdrawal Benefit Base** (or **GLWB Base**) is the value that is used to determine the Maximum Annual Withdrawal.

The **Lifetime Withdrawal Age** is the age on or after which a withdrawal will trigger the beginning of the Lifetime Withdrawal Period as shown on the Contract Specifications Page.

The **Maximum Annual Withdrawal** (or **MAW**) is the maximum amount that can be withdrawn in any Contract Year during the Lifetime Withdrawal Period without affecting the annual withdrawal guarantees in future Contract Years or the GLWB Base.

An **Annual Step-up** is an increase in the GLWB Base to the then current Contract Value on an Anniversary of the Rider Date. The GLWB Base will continue to be eligible to increase due to an Annual Step-up on each Anniversary of the Rider Date until an Annual Step-up is declined pursuant to the **Charge for Rider** provision.

The **Annual Credit Period** is the period during which the Annual Credit GLWB Base is calculated. The initial Annual Credit Period is the period of time from the Rider Date to the [tenth] Anniversary of the Rider Date. If the GLWB Base is increased due to an Annual Step-up, then a new Annual Credit Period is established on the date the GLWB Base is increased and ending on the [tenth] Anniversary of such date.

The **Anniversary of the Rider Date** is any date that shares the same month and day as the Rider Date (If the Rider Date is on February 29th, the Anniversary of the Rider Date in years that do not have a February 29th would be February 28th). If a calculation hereunder is to be made on the Anniversary of the Rider Date, such calculation will be made as of the close of the Valuation Period which includes such Anniversary.

The **Annual Credit Calculation Base** is the amount to which the Annual Credit Rate is applied in calculating the Annual Credit GLWB Base. At the beginning of the Annual Credit Period, the Annual Credit Calculation Base is set equal to the GLWB Base. The value of the Annual Credit Calculation Base will remain the same for the duration of the Annual Credit Period with the following exceptions:

- (1) If a Purchase Payment is made to the Contract, the Annual Credit Calculation Base will be increased at that time by the amount of the net Purchase Payment (excluding extra credits, if any).
- (2) If the GLWB Base is adjusted due to an Excess Withdrawal, the Annual Credit Calculation Base will be set equal at that time to the lesser of the then current Annual Credit Calculation Base or the GLWB Base after the adjustment for an Excess Withdrawal described below.

A **Qualified Contract** is a contract issued in compliance with Internal Revenue Code Sections 401, 403, 408 or 408A or any comparable Internal Revenue Code Sections in effect or hereafter enacted.

The **Contract Specifications Pages** are Pages 3 and 4 of the Contract, if this Rider is issued with the Contract, or Pages 3 and 4 of the Amendment attached to this Rider if this Rider was subsequently added after the Contract Date.

Calculation of Guaranteed Lifetime Withdrawal Benefit Base

If this Rider is issued at the same time as your Contract, the initial GLWB Base is the initial net Purchase Payment (excluding extra credits, if any). If this Rider is added to the Contract on an anniversary of the Contract Date, the initial GLWB Base is the Contract Value on the Rider Date.

Thereafter, the GLWB Base is calculated as the greater of the Step-up GLWB Base or the Annual Credit GLWB Base, except as provided under the **Excess Withdrawals** provision below.

Step-up GLWB Base

The initial Step-up GLWB Base is equal to the initial GLWB Base. Thereafter, except as provided under the **Excess Withdrawals** provision, the Step-up GLWB Base is determined as follows:

- (1) (i) On each day that is not the Anniversary of the Rider Date or (ii) on or after any Anniversary of the Rider Date if an Annual Step-up is or has ever been declined, the Step-up GLWB Base equals (a) + (b) where:
 - (a) is the GLWB Base on the previous day; and
 - (b) is the amount of any net Purchase Payments (excluding extra credits, if any) credited on that day.
- (2) On each Anniversary of the Rider Date unless an Annual Step-up is, or was, declined, the Step-up GLWB Base equals the greater of ((a) or (b)) + (c) where:
 - (a) is the GLWB Base on the previous day;
 - (b) is the then current Contract Value, after deducting any applicable charges for the Contract, this Rider or any other rider, excluding any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date; and
 - (c) is any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date.

If any Extra Credits included in the Step-up GLWB Base are subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract, we reserve the right to deduct the forfeited Extra Credits from the Step-up GLWB Base.

Annual Credit GLWB Base

The Annual Credit GLWB Base is only calculated on each Anniversary of the Rider Date during the Annual Credit Period. The Annual Credit GLWB Base at the beginning of any Annual Credit Period is equal to the GLWB Base at the beginning of such period. Thereafter, the Annual Credit GLWB Base is determined as follows:

- (1) On any Anniversary of the Rider Date during the Annual Credit Period, provided that no withdrawals have occurred during the twelve month period that began with the previous Annual Credit Anniversary, the Annual Credit GLWB Base equals (a) + (b) + (c) where:
 - (a) is the GLWB Base on the prior Anniversary of the Rider Date;
 - (b) is the Annual Credit Calculation Base multiplied by the GLWB Annual Credit Rate shown in the Contract Specifications Page; and
 - (c) is the amount of any net Purchase Payments (excluding extra credits, if any) during the prior Contract Year.
- (2) Except as provided in (1) above, on any other Anniversary of the Rider Date, the Annual Credit GLWB Base is equal to zero.

Lifetime Withdrawal Period

The first withdrawal made on or after the date that the Annuitant reaches the Lifetime Withdrawal Age will trigger the beginning of the Lifetime Withdrawal Period.

On the day that the Lifetime Withdrawal Period begins, the initial MAW Rate will be set to the applicable MAW Rate shown on the Contract Specifications Page based on the Annuitant's age as of that day, and the MAW will be calculated as (a) x (b) where:

- (a) is the MAW Rate; and
- (b) is the GLWB Base on that day as determined pursuant to the **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision.

During the remainder of the Lifetime Withdrawal Period, the MAW will be determined in accordance with the following rules:

- (1) On each Anniversary of the Rider Date that the GLWB Base is increased to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the Annuitant's then current age on such Anniversary of the Rider Date and the MAW will be recalculated to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the new MAW Rate.
- (2) On any other date that the GLWB Base is recalculated, the MAW will be reset to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the then existing MAW Rate.

As long as the total withdrawals during a Contract Year do not exceed the MAW, we will waive any Contingent Deferred Sales Charges that may otherwise have been assessed.

This Rider continues in the Lifetime Withdrawal Period until the earlier of:

- (1) the date that this Rider is terminated as described in the **Termination of Rider** provision; or
- (2) the date that this Rider enters the Lifetime Annuity Period.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is made prior to the Annuitant reaching the Lifetime Withdrawal Age; or
- (2) it is made during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceed the MAW; however, only the excess of: (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals; over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals; or (ii) the MAW or the RMD, where applicable, is recognized as an Excess Withdrawal; or
- (3) once you are eligible for RMD treatment, it is deemed to be an Excess Withdrawal under the **Required Minimum Distribution** provision.

Any Excess Withdrawals taken will cause the GLWB Base to be adjusted on that day. The new GLWB Base will be set to equal the lesser of (1) or (2) where:

- (1) equals $(a) \times [1 - (b)/(c)]$ where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals $(a) - (b)$ where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year. If you die during a Contract Year for which you are eligible for RMD treatment and your spouse elects to continue the Contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment. If you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving spouse qualifies for RMD treatment, the surviving spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation**; or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the factors set forth in the third paragraph of this provision. If the surviving spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based on the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Extended Annuitization

If this Rider is in force on the Annuity Payout Date as set forth in your Contract, we will delay the Annuity Payout Date until the Contract Date immediately following the Annuitant's 95th birthday for purposes of this Rider only. Any extension of the Annuity Payout Date for purposes of this Rider only shall not affect the termination of, or extend, any death benefit under the Contract or any other rider, unless otherwise stated in any such rider. On the Contract Date immediately following the Annuitant's 95th birthday, you will be required to (1) enter the **Lifetime Annuity Period**, described below; (2) annuitize the Contract using the Contract Value; or (3) terminate the Contract and take the Contract Value.

During the extended annuitization period, you may elect to annuitize or terminate the Contract by Notice to us. Such Notice must be given prior to the anniversary of the Contract Date immediately following the Annuitant's 95th birthday.

Lifetime Annuity Period

When this Rider enters the Lifetime Annuity Period, you will immediately receive a payment equal to the excess, if any, of the then current MAW over the total withdrawals already taken during the Contract Year. However, if you are making systematic withdrawals, the payments will continue until the MAW for the Contract Year has been reached. Thereafter, you will begin receiving a lifetime annuity (the "MAW Annuity") on the first day of the month following the first anniversary of the Contract Date in the Lifetime Annuity Period payable until the Annuitant's death. Each monthly payment will equal one-twelfth of the then current MAW.

This Rider will enter the Lifetime Annuity Period on the earlier of:

- (1) the anniversary of the Contract Date immediately following the Annuitant's 95th birthday; or
- (2) the date that the Contract Value is reduced to zero (other than by an Excess Withdrawal).

If your Contract Value goes to zero other than because of an Excess Withdrawal before the Annuitant reaches the Lifetime Withdrawal Age, the Lifetime Annuity Period is deferred until the Annuitant reaches the Lifetime Withdrawal Age.

Once this Rider has entered the Lifetime Annuity Period, the terms of the Contract will be adjusted as follows:

- (1) the Contract will provide only the benefits provided in this Rider and you will not be able to make any withdrawals other than payments under the MAW Annuity;
- (2) all other riders attached to the Contract will terminate unless otherwise stated in any such rider; and
- (3) no additional Purchase Payments will be accepted.

Purchase Payment Limitations

In addition to any purchase payment limitations in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Available Investment Options

While this Rider is in force, your Purchase Payments and your Contract Value must be allocated in accordance with either Paragraph (1) or (2) below:

- (1) Your Purchase Payments and your Contract Value must be allocated to one of the available Asset Allocation Models (the "Models") from those offered by us and approved for use with this Rider. You may maintain funds in only one Model at any given time.
- (2) Your Purchase Payments and your Contract Value must be allocated in accordance with the following investment restrictions:
 - (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts;
 - (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts;
 - (c) A percentage no greater than the Category III Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category III Subaccounts;
 - (d) A percentage no greater than the Category IV Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category IV Subaccounts.

Notwithstanding the above, your Purchase Payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available, and then transferred to a Model selected by you under (1) above or the subaccounts under (2) above, subject to any restrictions on such transfers as set forth in your Contract or any other applicable rider.

If you have the Fixed Accumulation Account Rider with your Contract and (a) if you have chosen investment option (1) above, you may not allocate any portion of a Purchase Payment or the Contract Value to the Fixed Accumulation Account, and (b) if you have chosen investment option (2) above, then the Fixed Accumulation Account shall be considered an available investment in Category I and shall be included with the other investment options in Category I when applying the investment restrictions described in subsection (2) (a) above.

By Notice to us, you may modify your Purchase Payment allocations at any time as long as the new allocations continue to satisfy the investment restrictions in Paragraphs (1) or (2) above.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for Purchase Payments and/or the rebalancing of your Contract to change, unless such request is accompanied by new instructions for allocating Purchase Payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to apply any change in the classification of a subaccount to future Purchase Payments or transfers.

We may limit the availability of any Asset Allocation Model or any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future Purchase Payments or Contract Value, you will need to provide us updated allocation instructions that comply with paragraph (2) above. If you fail to provide us with new instructions and your allocations of Purchase Payments or Contract Value violates the investment restrictions, this Rider will be terminated. You may only be in one Asset Allocation Model at a time. Therefore, if an Asset Allocation Model to which your Contract Value is allocated becomes unavailable for the allocation of future Purchase Payments under this Rider and you wish to make additional Purchase Payments, you will have to transfer your Contract Value to an Asset Allocation Model that is then available under this Rider or transfer your entire Contract Value into subaccounts that comply with paragraph (2) above.

Transfers required after a variable subaccount or Model becomes unavailable for use with this Rider, will not be assessed a transfer fee.

If you choose to allocate your Purchase Payments or Contract Value in accordance with Paragraph (2) above, while this Rider is in effect, we will rebalance quarterly the amounts in each individual variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the Contract nor transfers will result in a rebalancing on the date of such transaction.

If you choose to allocate your Purchase Payments or Contract Value to an Asset Allocation Model in accordance with Paragraph (1) above, at the end of each calendar quarter, variable account values allocated within each Model will be rebalanced to maintain the mix of investments in the proportions established for each Model.

When you die, if your spouse elects a permitted **Spousal Continuation**, we will not include the proceeds from a death benefit adjustment, if any, in the determination of whether your surviving spouse has complied with these investment restrictions. Unless we receive other investment instructions from your surviving spouse, we will re-allocate the proceeds from such death benefit adjustment to the investment portfolios in your Contract based upon your last rebalancing instructions or to the applicable Model on the next scheduled rebalancing date.

Spousal Continuation

If your surviving spouse becomes the sole Owner of the Contract upon your death, such spouse shall become the new Annuitant for purposes of this benefit, subject to the following conditions:

If the Annuitant dies before this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving spouse will be eligible to enter the Lifetime Withdrawal Period when such spouse reaches the Lifetime Withdrawal Age. The applicable MAW Rate will be based on the surviving spouse's age when the Lifetime Withdrawal Period begins.

If the Annuitant dies after this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the Contract Value (after the Death Benefit Adjustment, if any) as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving spouse will not be eligible to re-enter the Lifetime Withdrawal Period until such spouse reaches the Lifetime Withdrawal Age. The applicable MAW Rate will be based on the surviving spouse's age when such spouse re-enters the Lifetime Withdrawal Period.

A **Spousal Continuation** will not affect the value of the RMD for the year of the Annuitant's death. Thereafter, the surviving spouse will be eligible for RMD based on such spouse's RMD subject to the Notice requirements in the **Required Minimum Distributions** provision. Other than in the case of the permitted **Spousal Continuation**, this Rider will terminate upon your death, unless it is in the Lifetime Annuity Period and you are not the Annuitant. In that case this Rider will continue until the death of the Annuitant.

Other than in the case of the permitted **Spousal Continuation**, there is no right to change the Annuitant under this Rider or the Contract.

We will only allow one exercise of a **Spousal Continuation** under this Rider.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in effect, until it reaches the Lifetime Annuity Period, we will deduct from your Contract Value a Guaranteed Lifetime Withdrawal Benefit Rider charge for this Rider. The amount deducted will equal the product of the Rider Charge Rate and the GLWB Base as of the last Valuation Period immediately preceding the Anniversary of the Rider Date.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page if this Rider was issued at the same time as the Contract and the GLWB Base has not yet been increased as a result of an Annual Step-up pursuant to **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision; (b) the applicable rate shown on the corresponding Amendment to your Contract if this rider was issued after the Contract Date and the GLWB Base has not yet been increased as a result of an Annual Step-up; or (c) if greater, the rate declared by us at the time of an Annual Step-up. The charge increase at the time of an Annual Step-up will be no greater than the charge for new issues of this Rider form in effect on the date of the Annual Step-up, if such rider form is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page. We also guarantee that the Rider Charge Rate will not increase during the Charge Freeze Period shown on the Contract Specifications Page. You may avoid a Rider Charge Rate increase by declining the Annual Step-up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate. However, if you do so, the Annual Step-ups will cease for the life of this Rider.

Rider

Guaranteed Lifetime Withdrawal Benefit Joint Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page. If this Rider is issued after the Contract, it takes effect on the Contract anniversary date.

This Rider provides, subject to certain conditions, a guaranteed amount that can be withdrawn each Contract Year, regardless of Contract Value, until this Rider's termination. The **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)** will be paid, even if payment of the benefit would reduce the Contract Value below the total minimum Contract Value required to keep the Contract in effect, as stated in the Contract.

Rider Definitions

Charge Freeze Period is the period shown on the Contract Specifications Page during which we guarantee that the Rider Charge Rate will not increase above the Base Rider Charge Rate.

Base Rider Charge Rate is the rate shown on the Contract Specifications Page applicable to all Contract Years after the first Contract Year, unless the Rider Charge Rate has been changed pursuant to the **Charge for Rider** provision.

The **Guaranteed Lifetime Withdrawal Benefit Base** (or **GLWB Base**) is the value that is used to determine the Maximum Annual Withdrawal.

The **Lifetime Withdrawal Age** is the age on or after which a withdrawal will trigger the beginning of the Lifetime Withdrawal Period as shown on the Contract Specifications Page.

The **Maximum Annual Withdrawal** (or **MAW**) is the maximum amount that can be withdrawn in any Contract Year during the Lifetime Withdrawal Period without affecting the annual withdrawal guarantees in future Contract Years or the GLWB Base.

An **Annual Step-up** is an increase in the GLWB Base to the then current Contract Value on an Anniversary of the Rider Date. The GLWB Base will continue to be eligible to increase due to an Annual Step-up on each Anniversary of the Rider Date until an Annual Step-up is declined pursuant to the **Charge for Rider** provision.

Participating Spouses are the people upon whose life and age the rider benefits are calculated. This Rider requires that there be two and only two Participating Spouses on the Rider Date and that they be legally married to each other. This Rider further requires that on the Rider Date either (a) the two Participating Spouses are Joint Owners (or beneficial Owners) and the Annuitant is one of the Participating Spouses; or (b) one Participating Spouse is an Owner (or beneficial Owner) and Annuitant and the other is the sole Beneficiary. A Participating Spouse only retains such status while he/she is alive and legally married to the other. An Owner who gives up ownership can only maintain the Status of a Participating Spouse if such

Owner is or immediately becomes, the sole Beneficiary; likewise, a sole Beneficiary who loses that designation can only maintain the Status of a Participating Spouse if such sole Beneficiary is or immediately becomes, an Owner. Once a person loses his/her status as a Participating Spouse, it can never be regained. Likewise, no person can become a Participating Spouse after the Rider Date. A sole Owner may remove a sole Beneficiary from Participating Spouse Status by giving Notice to us. If one Participating Spouse is the sole Owner and the Participating Spouses divorce, the non-owner spouse will cease to be a Participating Spouse. If the Participating Spouses are joint owners and they divorce, the non-Annuitant will cease to be a Participating Spouse.

The **Annual Credit Period** is the period during which the Annual Credit GLWB Base is calculated. The initial Annual Credit Period is the period of time from the Rider Date to the [tenth] Anniversary of the Rider Date. If the GLWB Base is increased due to an Annual Step-up, then a new Annual Credit Period is established on the date the GLWB Base is increased and ending on the [tenth] Anniversary of such date.

The **Anniversary of the Rider Date** is any date that shares the same month and day as the Rider Date (If the Rider Date is on February 29th, the Anniversary of the Rider Date in years that do not have a February 29th would be February 28th). If a calculation hereunder is to be made on the Anniversary of the Rider Date, such calculation will be made as of the close of the Valuation Period which includes such Anniversary.

The **Annual Credit Calculation Base** is the amount to which the Annual Credit Rate is applied in calculating the Annual Credit GLWB Base. At the beginning of the Annual Credit Period, the Annual Credit Calculation Base is set equal to the GLWB Base. The value of the Annual Credit Calculation Base will remain the same for the duration of the Annual Credit Period with the following exceptions:

- (1) If a Purchase Payment is made to the Contract, the Annual Credit Calculation Base will be increased at that time by the amount of the net Purchase Payment (excluding extra credits, if any).
- (2) If the GLWB Base is adjusted due to an Excess Withdrawal, the Annual Credit Calculation Base will be set equal at that time to the lesser of the then current Annual Credit Calculation Base or the GLWB Base after the adjustment for an Excess Withdrawal described below.

A **Qualified Contract** is a contract issued in compliance with Internal Revenue Code Sections 401, 403, 408 or 408A or any comparable Internal Revenue Code Sections in effect or hereafter enacted.

The **Contract Specifications Pages** are Pages 3 and 4 of the Contract, if this Rider is issued with the Contract, or Pages 3 and 4 of the Amendment attached to this Rider if this Rider was subsequently added after the Contract Date.

Calculation of Guaranteed Lifetime Withdrawal Benefit Base

If this Rider is issued at the same time as your Contract, the initial GLWB Base is the initial net Purchase Payment (excluding extra credits, if any). If this Rider is added to the Contract on an anniversary of the Contract Date, the initial GLWB Base is the Contract Value on the Rider Date.

Thereafter, the GLWB Base is calculated as the greater of the Step-up GLWB Base or the Annual Credit GLWB Base, except as provided under the **Excess Withdrawals** provision below.

Step-up GLWB Base

The initial Step-up GLWB Base is equal to the initial GLWB Base. Thereafter, except as provided under the **Excess Withdrawals** provision, the Step-up GLWB Base is determined as follows:

- (1) (i) On each day that is not the Anniversary of the Rider Date or (ii) on or after any Anniversary of the Rider Date if an Annual Step-up is or has ever been declined, the Step-up GLWB Base equals (a) + (b) where:
 - (a) is the GLWB Base on the previous day; and

- (b) is the amount of any net Purchase Payments (excluding extra credits, if any) credited on that day.
- (2) On each Anniversary of the Rider Date unless an Annual Step-up is, or was, declined, the Step-up GLWB Base equals the greater of ((a) or (b)) + (c) where:
- (a) is the GLWB Base on the previous day;
- (b) is the then current Contract Value, after deducting any applicable charges for the Contract, this Rider or any other rider, excluding any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date; and
- (c) is any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date.

If any Extra Credits included in the Step-up GLWB Base are subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract, we reserve the right to deduct the forfeited Extra Credits from the Step-up GLWB Base.

Annual Credit GLWB Base

The Annual Credit GLWB Base is only calculated on each Anniversary of the Rider Date during the Annual Credit Period. The Annual Credit GLWB Base at the beginning of any Annual Credit Period is equal to the GLWB Base at the beginning of such period. Thereafter, the Annual Credit GLWB Base is determined as follows:

- (1) On any Anniversary of the Rider Date during the Annual Credit Period, provided that no withdrawals have occurred during the twelve month period that began with the previous Annual Credit Anniversary, the Annual Credit GLWB Base equals (a) + (b) + (c) where:
- (a) is the GLWB Base on the prior Anniversary of the Rider Date;
- (b) is the Annual Credit Calculation Base multiplied by the GLWB Annual Credit Rate shown in the Contract Specifications Page; and
- (c) is the amount of any net Purchase Payments (excluding extra credits, if any) during the prior Contract Year.
- (2) Except as provided in (1) above, on any other Anniversary of the Rider Date, the Annual Credit GLWB Base is equal to zero.

Lifetime Withdrawal Period

The first withdrawal made on or after the date that the youngest Participating Spouse reaches the Lifetime Withdrawal Age will trigger the beginning of the Lifetime Withdrawal Period.

On the day that the Lifetime Withdrawal Period begins, the initial MAW Rate will be set to the applicable MAW Rate shown on the Contract Specifications Page based on the age of the youngest Participating Spouse as of that day, and the MAW will be calculated as (a) x (b) where:

- (a) is the MAW Rate; and
- (b) is the GLWB Base on that day as determined pursuant to the **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision.

During the remainder of the Lifetime Withdrawal Period, the MAW will be determined in accordance with the following rules:

- (1) On each Anniversary of the Rider Date that the GLWB Base is increased to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the then current age of the youngest Participating Spouse on such Anniversary of the Rider Date and the MAW will be recalculated to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the new MAW Rate.
- (2) On any other date that the GLWB Base is recalculated, the MAW will be reset to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the then existing MAW Rate.

As long as the total withdrawals during a Contract Year do not exceed the MAW, we will waive any Contingent Deferred Sales Charges that may otherwise have been assessed.

This Rider continues in the Lifetime Withdrawal Period until the earlier of:

- (1) the date that this Rider is terminated as described in the **Termination of Rider** provision; or
- (2) the date that this Rider enters the Lifetime Annuity Period.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is made prior to the youngest Participating Spouse reaching the Lifetime Withdrawal Age; or
- (2) it is made during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceed the MAW; however, only the excess of: (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals; over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals; or (ii) the MAW or the RMD, where applicable, is recognized as an Excess Withdrawal; or
- (3) once you are eligible for RMD treatment, it is deemed to be an Excess Withdrawal under the **Required Minimum Distributions** provision.

Any Excess Withdrawals taken will cause the GLWB Base to be adjusted on that day. The new GLWB Base will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1 - (b)/(c)] where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) - (b) where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year and the youngest Participating Spouse, if any, has attained age 59 1/2 in the calendar year. If you die during a Contract Year for which you are eligible for RMD treatment and your spouse elects to continue the Contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment. If you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your Participating Spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such Participating Spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving Participating Spouse qualifies for RMD treatment, the surviving Participating Spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation**; or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the factors set forth in the third paragraph of this provision. If the surviving Participating Spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based on the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving Participating Spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Extended Annuitization

If this Rider is in force on the Annuity Payout Date as set forth in your Contract, we will delay the Annuity Payout Date until the Contract Date immediately following the Annuitant's 95th birthday for purposes of this Rider only. Any extension of the Annuity Payout Date for purposes of this Rider only shall not affect the termination of, or extend, any death benefit under the Contract or any other rider, unless otherwise stated in any such rider. On the Contract Date immediately following the Annuitant's 95th birthday, you will be required to (1) enter the **Lifetime Annuity Period**, described below; (2) annuitize the Contract using the Contract Value; or (3) terminate the Contract and take the Contract Value.

During the extended annuitization period, you may elect to annuitize or terminate the Contract by Notice to us. Such Notice must be given prior to the anniversary of the Contract Date immediately following the Annuitant's 95th birthday.

Lifetime Annuity Period

When this Rider enters the Lifetime Annuity Period, you will immediately receive a payment equal to the excess, if any, of the then current MAW over the total withdrawals already taken during the Contract Year. However, if you are making systematic withdrawals, the payments will continue until the MAW for the Contract Year has been reached. Thereafter, you will begin receiving a lifetime annuity (the "MAW Annuity") on the first day of the month following the first anniversary of the Contract Date in the Lifetime Annuity Period payable until the death of the last surviving Participating Spouse. Each monthly payment will equal one-twelfth of the then current MAW.

This Rider will enter the Lifetime Annuity Period on the earlier of:

- (1) the anniversary of the Contract Date immediately following the Annuitant's 95th birthday; or
- (2) the date that the Contract Value is reduced to zero (other than by an Excess Withdrawal).

If your Contract Value goes to zero other than because of an Excess Withdrawal before the youngest Participating Spouse reaches the Lifetime Withdrawal Age, the Lifetime Annuity Period is deferred until the youngest Participating Spouse reaches the Lifetime Withdrawal Age.

Once this Rider has entered the Lifetime Annuity Period, the terms of the Contract will be adjusted as follows:

- (1) the Contract will provide only the benefits provided in this Rider and you will not be able to make any withdrawals other than payments under the MAW Annuity;
- (2) all other riders attached to the Contract will terminate unless otherwise stated in any such rider; and
- (3) no additional Purchase Payments will be accepted.

Purchase Payment Limitations

In addition to any purchase payment limitations in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Available Investment Options

While this Rider is in force, your Purchase Payments and your Contract Value must be allocated in accordance with either Paragraph (1) or (2) below:

- (1) Your Purchase Payments and your Contract Value must be allocated to one of the available Asset Allocation Models (the "Models") from those offered by us and approved for use with this Rider. You may maintain funds in only one Model at any given time.
- (2) Your Purchase Payments and your Contract Value must be allocated in accordance with the following investment restrictions:
 - (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts;
 - (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts;
 - (c) A percentage no greater than the Category III Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category III Subaccounts;
 - (d) A percentage no greater than the Category IV Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category IV Subaccounts.

Notwithstanding the above, your Purchase Payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available, and then transferred to a Model selected by you under (1) above or the subaccounts under (2) above, subject to any restrictions on such transfers as set forth in your Contract or any other applicable rider.

If you have the Fixed Accumulation Account Rider with your Contract and (a) if you have chosen investment option (1) above, you may not allocate any portion of a Purchase Payment or the Contract Value to the Fixed Accumulation Account, and (b) if you have chosen investment option (2) above, then the Fixed Accumulation Account shall be considered an available investment in Category I and shall be included with the other investment options in Category I when applying the investment restrictions described in subsection (2) (a) above.

By Notice to us, you may modify your Purchase Payment allocations at any time as long as the new allocations continue to satisfy the investment restrictions in Paragraphs (1) or (2) above.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for Purchase Payments and/or the rebalancing of your Contract to change, unless such request is accompanied by new instructions for allocating Purchase Payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to apply any change in the classification of a subaccount to future Purchase Payments or transfers.

We may limit the availability of any Asset Allocation Model or any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future Purchase Payments or Contract Value, you will need to provide us updated allocation instructions that comply with paragraph (2) above. If you fail to provide us with new instructions and your allocations of Purchase Payments or Contract Value violates the investment restrictions, this Rider will be terminated. You may only be in one Asset Allocation Model at a time. Therefore, if an Asset Allocation Model to which your Contract Value is allocated becomes unavailable for the allocation of future Purchase Payments under this Rider and you wish to make additional Purchase Payments, you will have to transfer your Contract Value to an Asset Allocation Model that is then available under this Rider or transfer your entire Contract Value into subaccounts that comply with paragraph (2) above.

Transfers required after a variable subaccount or Model becomes unavailable for use with this Rider, will not be assessed a transfer fee.

If you choose to allocate your Purchase Payments or Contract Value in accordance with Paragraph (2) above, while this Rider is in effect, we will rebalance quarterly the amounts in each individual variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the Contract nor transfers will result in a rebalancing on the date of such transaction.

If you choose to allocate your Purchase Payments or Contract Value to an Asset Allocation Model in accordance with Paragraph (1) above, at the end of each calendar quarter, variable account values allocated within each Model will be rebalanced to maintain the mix of investments in the proportions established for each Model.

When you die, if your Participating Spouse elects a permitted **Spousal Continuation**, we will not include the proceeds from a death benefit adjustment, if any, in the determination of whether your surviving Participating Spouse has complied with these investment restrictions. Unless we receive other investment instructions from your surviving Participating Spouse, we will re-allocate the proceeds from such death benefit adjustment to the investment portfolios in your Contract based upon your last rebalancing instructions or to the applicable Model on the next scheduled rebalancing date.

Spousal Continuation

If your surviving Participating Spouse becomes the sole Owner of the Contract upon your death, such surviving Participating Spouse shall become the new Annuitant for purposes of this benefit, subject to the following conditions:

If the Annuitant dies before this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving Participating Spouse will be eligible to enter the Lifetime Withdrawal Period when such surviving Participating Spouse reaches the Lifetime Withdrawal Age. The applicable MAW Rate will be based on the surviving Participating Spouse's age when the Lifetime Withdrawal Period begins.

If the Annuitant dies after this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. If the GLWB Base is increased at your death to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the surviving Participating Spouse's then current age and the MAW will be recalculated to equal (a) x (b) where:

- (a) is the recalculated GLWB Base on that day; and
- (b) is the new MAW Rate.

A **Spousal Continuation** will not affect the value of the RMD for the year of the Annuitant's death. Thereafter, the surviving Participating Spouse will be eligible for RMD based on such Participating Spouse's RMD subject to the Notice requirements in the **Required Minimum Distributions** provision. Other than in the case of the permitted **Spousal Continuation** by a Participating Spouse, this Rider will terminate upon your death, unless it is in the Lifetime Annuity Period and you are not the Annuitant. In that case this Rider will continue until the death of the Annuitant.

Other than in the case of the permitted **Spousal Continuation**, there is no right to change the Annuitant under this Rider or the Contract.

We will only allow one exercise of a **Spousal Continuation** under this Rider.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in effect, until it reaches the Lifetime Annuity Period, we will deduct from your Contract Value a Guaranteed Lifetime Withdrawal Benefit Rider charge for this Rider. The amount deducted will equal the product of the Rider Charge Rate and the GLWB Base as of the last Valuation Period immediately preceding the Anniversary of the Rider Date.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page if this Rider was issued at the same time as the Contract and the GLWB Base has not yet been increased as a result of an Annual Step-up pursuant to **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision; (b) the applicable rate shown on the corresponding Amendment to your Contract if this rider was issued after the Contract Date and the GLWB Base has not yet been increased as a result of an Annual Step-up; or (c) if greater, the rate declared by us at the time of an Annual Step-up. The charge increase at the time of an Annual Step-up will be no greater than the charge for new issues of this Rider form in effect on the date of the Annual Step-up, if such rider form is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page. We also guarantee that the Rider Charge Rate will not increase during the Charge Freeze Period shown on the Contract Specifications Page. You may avoid a Rider Charge Rate increase by declining the Annual Step-up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate. However, if you do so, the Annual Step-ups will cease for the life of this Rider.

The rider charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. Charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless an Annual Step-up has occurred).

Addition of Rider

If we agree, this Rider may be added after the Contract Date. However, it may only be added on an anniversary of the Contract Date subject to any maximum Annuitant age we allow at that time.

Termination of Rider

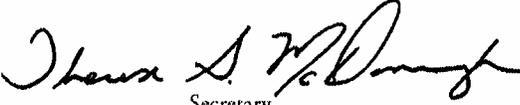
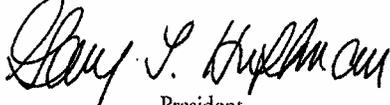
You may not cancel this Rider, unless we otherwise agree. This Rider will terminate on: (a) the date the Contract is terminated in accordance with its terms, unless otherwise provided in this Rider; (b) the date of an Excess Withdrawal which reduces the Contract Value to zero; (c) the date on which funds are allocated in a manner that violates the investment restrictions; (d) the commencement of an Annuity Option other than the MAW Annuity; (e) it if is terminated under the express terms of any other rider; (f) the death of the Annuitant, except in the case of the permitted **Spousal Continuation**; or (g) a transfer or an assignment as described below.

If (1) the surviving Participating Spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of **Spousal Continuation** at the same time, and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted **Spousal Continuation** on or before [28] days after the date when we received the proof of death.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the Contract or the benefits under this Rider other than through the permitted **Spousal Continuation** as set forth in the Contract. If you make such a transfer, assignment or conveyance of the Contract or the benefits under this Rider, this Rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the Contract is held by a trust, in a custodial account or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Guaranteed Lifetime Withdrawal Benefit Plus Single Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page. If this Rider is issued after your Contract, it takes effect on the Contract anniversary date.

This Rider provides, subject to certain conditions, a guaranteed amount that can be withdrawn each Contract Year, regardless of Contract Value, until this Rider's termination. The **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)** will be paid, even if payment of the benefit would reduce the Contract Value below the total minimum Contract Value required to keep the Contract in effect, as stated in the Contract.

Rider Definitions

Charge Freeze Period is the period shown on the Contract Specifications Page during which we guarantee that the Rider Charge Rate will not increase above the Base Rider Charge Rate.

Base Rider Charge Rate is the rate shown on the Contract Specifications Page applicable to all Contract Years after the first Contract Year, unless the Rider Charge Rate has been changed pursuant to the **Charge for Rider** provision.

The **Guaranteed Lifetime Withdrawal Benefit Base (or GLWB Base)** is the value that is used to determine the Maximum Annual Withdrawal.

The **Lifetime Withdrawal Age** is the age on or after which a withdrawal will trigger the beginning of the Lifetime Withdrawal Period as shown on the Contract Specifications Page.

The **Maximum Annual Withdrawal (or MAW)** is the maximum amount that can be withdrawn in any Contract Year during the Lifetime Withdrawal Period without affecting the annual withdrawal guarantees in future Contract Years or the GLWB Base.

An **Annual Step-up** is an increase in the GLWB Base to the then current Contract Value on an Anniversary of the Rider Date. The GLWB Base will continue to be eligible to increase due to an Annual Step-up on each Anniversary of the Rider Date until an Annual Step-up is declined pursuant to the **Charge for Rider** provision.

The **Annual Credit Period** is the period during which the Annual Credit GLWB Base is calculated. The initial Annual Credit Period is the period of time from the Rider Date to the [tenth] Anniversary of the Rider Date. If the GLWB Base is increased due to an Annual Step-up, then a new Annual Credit Period is established on the date the GLWB Base is increased and ending on the [tenth] Anniversary of such date.

The **Anniversary of the Rider Date** is any date that shares the same month and day as the Rider Date (if the Rider Date is on February 29th, the Anniversary of the Rider Date in years that do not have a February 29th would be February 28th). If a calculation hereunder is to be made on the Anniversary of the Rider Date, such calculation will be made as of the close of the Valuation Period which includes such Anniversary.

The **Annual Credit Calculation Base** is the amount to which the Annual Credit Rate is applied in calculating the Annual Credit GLWB Base. At the beginning of the Annual Credit Period, the Annual Credit Calculation Base is set equal to the GLWB Base. The value of the Annual Credit Calculation Base will remain the same for the duration of the Annual Credit Period with the following exceptions:

- (1) If a Purchase Payment is made to the Contract, the Annual Credit Calculation Base will be increased at that time by the amount of the net Purchase Payment (excluding extra credits, if any).
- (2) If the GLWB Base is adjusted due to an Excess Withdrawal, the Annual Credit Calculation Base will be set equal at that time to the lesser of the then current Annual Credit Calculation Base or the GLWB Base after the adjustment for an Excess Withdrawal described below.

A **Qualified Contract** is a contract issued in compliance with Internal Revenue Code Sections 401, 403, 408 or 408A or any comparable Internal Revenue Code Sections in effect or hereafter enacted.

The **Contract Specifications Pages** are Pages 3 and 4 of the Contract if this Rider is issued with the Contract, or, Pages 3 and 4 of the Amendment attached to this Rider if this Rider was subsequently added after the Contract Date.

Calculation of Guaranteed Lifetime Withdrawal Benefit Base

If this Rider is issued at the same time as your Contract, the initial GLWB Base is the initial net Purchase Payment (excluding extra credits, if any). If this Rider is added to the Contract on a subsequent anniversary of the Contract Date, the initial GLWB Base is the Contract Value on the Rider Date.

Thereafter, the GLWB Base is calculated as the greater of the Step-up GLWB Base or the Annual Credit GLWB Base, except as provided under the **Excess Withdrawals** provision below.

Step-up GLWB Base

The initial Step-up GLWB Base is equal to the initial GLWB Base. Thereafter, except as provided under the **Excess Withdrawals** provision, the Step-up GLWB Base is determined as follows:

- (1) (i) On each day that is not the Anniversary of the Rider Date or (ii) on or after any Anniversary of the Rider Date if an Annual Step-up is or has ever been declined, the Step-up GLWB Base equals (a) + (b) where:
 - (a) is the GLWB Base on the previous day; and
 - (b) is the amount of any net Purchase Payments (excluding extra credits, if any) credited on that day.
- (2) On each Anniversary of the Rider Date unless an Annual Step-up is, or was, declined, the Step-up GLWB Base equals the greater of ((a) or (b)) + (c) where:
 - (a) is the GLWB Base on the previous day;
 - (b) is the then current Contract Value, after deducting any applicable charges for the Contract, this Rider or any other rider, excluding any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date; and
 - (c) is any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date.

Annual Credit GLWB Base

The Annual Credit GLWB Base is only calculated on each Anniversary of the Rider Date during the Annual Credit Period. The Annual Credit GLWB Base at the beginning of any Annual Credit Period is equal to the GLWB Base at the beginning of such period. Thereafter, the Annual Credit GLWB Base is determined as follows:

- (1) On any Anniversary of the Rider Date during the Annual Credit Period, provided that no withdrawals have occurred during the twelve month period that began with the previous Annual Credit Anniversary, the Annual Credit GLWB Base equals (a) + (b) + (c) where:
 - (a) is the GLWB Base on the prior Anniversary of the Rider Date;
 - (b) is the Annual Credit Calculation Base multiplied by the GLWB Annual Credit Rate shown in the Contract Specifications Page; and
 - (c) is the amount of any net Purchase Payments (excluding extra credits, if any) during the prior Contract Year.
- (2) Except as provided in (1) above, on any other Anniversary of the Rider Date, the Annual Credit GLWB Base is equal to zero.

Lifetime Withdrawal Period

The first withdrawal made on or after the date that the Annuitant reaches the Lifetime Withdrawal Age will trigger the beginning of the Lifetime Withdrawal Period.

On the day that the Lifetime Withdrawal Period begins, the initial MAW Rate will be set to the applicable MAW Rate shown on the Contract Specifications Page based on the Annuitant's age as of that day, and the MAW will be calculated as (a) x (b) where:

- (a) is the MAW Rate; and
- (b) is the GLWB Base on that day as determined pursuant to the **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision.

During the remainder of the Lifetime Withdrawal Period, the MAW will be determined in accordance with the following rules:

- (1) On each Anniversary of the Rider Date that the GLWB Base is increased to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the Annuitant's then current age on such Anniversary of the Rider Date and the MAW will be recalculated to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the new MAW Rate.
- (2) On any other date that the GLWB Base is recalculated, the MAW will be reset to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the then existing MAW Rate.

As long as the total withdrawals during a Contract Year do not exceed the MAW, we will waive any Contingent Deferred Sales Charges that may otherwise have been assessed.

This Rider continues in the Lifetime Withdrawal Period until the earlier of:

- (1) the date that this Rider is terminated as described in the **Termination of Rider** provision; or
- (2) the date that this Rider enters the Lifetime Annuity Period.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is made prior to the Annuitant reaching the Lifetime Withdrawal Age; or
- (2) it is made during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceed the MAW; however, only the excess of: (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals; over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals; or (ii) the MAW or the RMD, where applicable, is recognized as an Excess Withdrawal; or
- (3) once you are eligible for RMD treatment, it is deemed to be an Excess Withdrawal under the **Required Minimum Distribution** provision.

Any Excess Withdrawals taken will cause the GLWB Base to be adjusted on that day. The new GLWB Base will be set to equal the lesser of (1) or (2) where:

- (1) equals $(a) \times [1 - (b)/(c)]$ where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals $(a) - (b)$ where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year. If you die during a Contract Year for which you are eligible for RMD treatment and your spouse elects to continue the Contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment. If you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving spouse qualifies for RMD treatment, the surviving spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation**; or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely on the factors set forth in the third paragraph of this provision. If the surviving spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based on the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Extended Annuitization

If this Rider is in force on the Annuity Payout Date as set forth in your Contract, we will delay the Annuity Payout Date until the Contract Date immediately following the Annuitant's 95th birthday for purposes of this Rider only. Any extension of the Annuity Payout Date for purposes of this Rider only shall not affect the termination of, or extend, any death benefit under the Contract or any other rider, unless otherwise stated in any such rider. On the Contract Date immediately following the Annuitant's 95th birthday, you will be required to (1) enter the **Lifetime Annuity Period**, described below; (2) annuitize the Contract using the Contract Value; or (3) terminate the Contract and take the Contract Value.

During the extended annuitization period, you may elect to annuitize or terminate the Contract by Notice to us. Such Notice must be given prior to the anniversary of the Contract Date immediately following the Annuitant's 95th birthday.

Lifetime Annuity Period

When this Rider enters the Lifetime Annuity Period, you will immediately receive a payment equal to the excess, if any, of the then current MAW over the total withdrawals already taken during the Contract Year. However, if you are making systematic withdrawals, the payments will continue until the MAW for the Contract Year has been reached. Thereafter, you will begin receiving a lifetime annuity (the "MAW Annuity") on the first day of the month following the first anniversary of the Contract Date in the Lifetime Annuity Period payable until the Annuitant's death. Each monthly payment will equal one-twelfth of the then current MAW.

This Rider will enter the Lifetime Annuity Period on the earlier of:

- (1) the anniversary of the Contract Date immediately following the Annuitant's 95th birthday; or
- (2) the date that the Contract Value is reduced to zero (other than by an Excess Withdrawal).

If your Contract Value goes to zero other than because of an Excess Withdrawal before the Annuitant reaches the Lifetime Withdrawal Age, the Lifetime Annuity Period is deferred until the Annuitant reaches the Lifetime Withdrawal Age.

Once this Rider has entered the Lifetime Annuity Period, the terms of the Contract will be adjusted as follows:

- (1) the Contract will provide only the benefits provided in this Rider and you will not be able to make any withdrawals other than payments under the MAW Annuity;
- (2) all other riders attached to the Contract will terminate unless otherwise stated in any such rider; and
- (3) no additional Purchase Payments will be accepted.

Purchase Payment Limitations

In addition to any purchase payment limitations in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Available Investment Options

While this Rider is in force, your Purchase Payments and your Contract Value must be allocated as follows:

- (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts; and
- (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts.

Notwithstanding the above, your Purchase Payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available, and then transferred to the subaccounts subject to any restrictions on such transfers as set forth in your Contract or any other applicable rider.

By Notice to us, you may modify your Purchase Payment allocations at any time as long as the new allocations continue to satisfy the above investment restrictions.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for Purchase Payments and/or the rebalancing of your Contract to change, unless such request is accompanied by new instructions for allocating Purchase Payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to make any change in the classification of a subaccount apply to future Purchase Payments or transfers.

We may limit the availability of any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future Purchase Payments or Contract Value, you will need to provide us updated allocation instructions that comply with the above-described investment restrictions. If you fail to provide us with new instructions and your allocations of Purchase Payments or Contract Value violates the investment restrictions, this Rider will be terminated.

Transfers required after a variable subaccount becomes unavailable for use with this Rider, will not be assessed a transfer fee.

While this Rider is in effect, we will rebalance quarterly the amounts in each individual variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the Contract nor transfers will result in a rebalancing on the date of such transaction.

When you die, if your spouse elects a permitted **Spousal Continuation**, we will not include the proceeds from a death benefit adjustment, if any, in the determination of whether your surviving spouse has complied with these investment restrictions. Unless we receive other investment instructions from your surviving spouse, we will re-allocate the proceeds from such death benefit adjustment to the investment portfolios in your Contract based upon your last rebalancing instructions on the next scheduled rebalancing date.

Spousal Continuation

If your surviving spouse becomes the sole Owner of the Contract upon your death, such spouse shall become the new Annuitant for purposes of this benefit, subject to the following conditions:

If the Annuitant dies before this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving spouse will be eligible to enter the Lifetime Withdrawal Period when such surviving spouse reaches the Lifetime Withdrawal Age. The applicable MAW Rate will be based on the surviving spouse's age when the Lifetime Withdrawal Period begins.

If the Annuitant dies after this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the Contract Value (after the Death Benefit Adjustment, if any) as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving spouse will not be eligible to re-enter the Lifetime Withdrawal Period until such spouse reaches the Lifetime Withdrawal Age. The applicable MAW Rate will be based on the surviving spouse's age when such spouse re-enters the Lifetime Withdrawal Period.

A **Spousal Continuation** will not affect the value of the RMD for the year of the Annuitant's death. Thereafter, the surviving spouse will be eligible for RMD based on such spouse's RMD subject to the Notice requirements in the **Required Minimum Distributions** provision. Other than in the case of the permitted **Spousal Continuation**, this Rider will terminate upon your death, unless it is in the Lifetime Annuity Period and you are not the Annuitant. In that case this Rider will continue until the death of the Annuitant.

Other than in the case of the permitted **Spousal Continuation**, there is no right to change the Annuitant under this Rider or the Contract.

We will only allow one exercise of a **Spousal Continuation** under this Rider.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in effect, until it reaches the Lifetime Annuity Period, we will deduct from your Contract Value a Guaranteed Lifetime Withdrawal Benefit Rider charge for this Rider. The amount deducted will equal the product of the Rider Charge Rate and the GLWB Base as of the last Valuation Period immediately preceding the Anniversary of the Rider Date.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page if this Rider was issued at the same time as the Contract and the GLWB Base has not yet been increased as a result of an Annual Step-up pursuant to **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision; (b) the applicable rate shown on the corresponding Amendment to your Contract if this Rider was issued after the Contract Date and the GLWB Base has not yet been increased as a result of an Annual Step-up; or (c) if greater, the rate declared by us at the time of an Annual Step-up. The charge increase at the time of an Annual Step-up will be no greater than the charge for new issues of this Rider form in effect on the date of the Annual Step-up, if such rider form is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page. We also guarantee that the Rider Charge Rate will not increase during the Charge Freeze Period shown on the Contract Specifications Page. You may avoid a Rider Charge Rate increase by declining the Annual Step-up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate. However, if you do so, the Annual Step-ups will cease for the life of this Rider.

The rider charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. Charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless an Annual Step-up has occurred).

Addition of Rider

If we agree, this Rider may be added after the Contract Date. However, it may only be added on an anniversary of the Contract Date subject to any maximum Annuitant age we allow at that time.

Termination of Rider

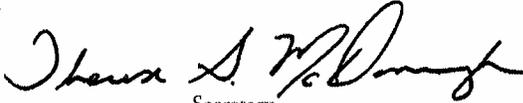
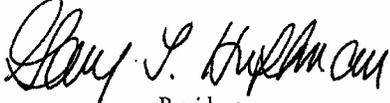
You may not cancel this Rider, unless we otherwise agree. This Rider will terminate on: (a) the date the Contract is terminated in accordance with its terms, unless otherwise provided in this Rider; (b) the date of an Excess Withdrawal which reduces the Contract Value to zero; (c) the date on which funds are allocated in a manner that violates the investment restrictions; (d) the commencement of an Annuity Option other than the MAW Annuity; (e) if it is terminated under the express terms of any other rider; (f) the death of the Annuitant, except in the case of the permitted **Spousal Continuation**; or (g) a transfer or an assignment as described below.

If (1) the surviving spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of **Spousal Continuation** at the same time, and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted **Spousal Continuation** on or before [28] days after the date when we received the proof of death.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the Contract or the benefits under this Rider other than through the permitted **Spousal Continuation** as set forth in the Contract. If you make such a transfer, assignment or conveyance of the Contract or the benefits under this Rider, this Rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the Contract is held by a trust, in a custodial account or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Guaranteed Lifetime Withdrawal Benefit Plus Joint Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page. If this Rider is issued after your Contract, it takes effect on the Contract anniversary date.

This Rider provides, subject to certain conditions, a guaranteed amount that can be withdrawn each Contract Year, regardless of Contract Value, until this Rider's termination. The **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)** will be paid, even if payment of the benefit would reduce the Contract Value below the total minimum Contract Value required to keep the Contract in effect, as stated in the Contract.

Rider Definitions

Charge Freeze Period is the period shown on the Contract Specifications Page during which we guarantee that the Rider Charge Rate will not increase above the Base Rider Charge Rate.

Base Rider Charge Rate is the rate shown on the Contract Specifications Page applicable to all Contract Years after the first Contract Year, unless the Rider Charge Rate has been changed pursuant to the **Charge for Rider** provision.

The **Guaranteed Lifetime Withdrawal Benefit Base** (or **GLWB Base**) is the value that is used to determine the Maximum Annual Withdrawal.

The **Lifetime Withdrawal Age** is the age on or after which a withdrawal will trigger the beginning of the Lifetime Withdrawal Period as shown on the Contract Specifications Page.

The **Maximum Annual Withdrawal** (or **MAW**) is the maximum amount that can be withdrawn in any Contract Year during the Lifetime Withdrawal Period without affecting the annual withdrawal guarantees in future Contract Years or the GLWB Base.

An **Annual Step-up** is an increase in the GLWB Base to the then current Contract Value on an Anniversary of the Rider Date. The GLWB Base will continue to be eligible to increase due to an Annual Step-up on each Anniversary of the Rider Date until an Annual Step-up is declined pursuant to the **Charge for Rider** provision.

Participating Spouses are the people upon whose life and age the rider benefits are calculated. This Rider requires that there be two and only two Participating Spouses on the Rider Date and that they be legally married to each other. This Rider further requires that on the Rider Date either (a) the two Participating Spouses are Joint Owners (or beneficial Owners) and the Annuitant is one of the Participating Spouses; or (b) one Participating Spouse is an Owner (or beneficial Owner) and Annuitant and the other is the sole Beneficiary. A Participating Spouse only retains such status while he/she is alive and legally married to the other. An Owner who gives up ownership can only maintain the Status of a Participating Spouse if such Owner is or immediately becomes, the sole Beneficiary; likewise, a sole Beneficiary who loses that

designation can only maintain the Status of a Participating Spouse if such sole Beneficiary is or immediately becomes, an Owner. Once a person loses his/her status as a Participating Spouse, it can never be regained. Likewise, no person can become a Participating Spouse after the Rider Date. A sole Owner may remove a sole Beneficiary from Participating Spouse Status by giving Notice to us. If one Participating Spouse is the sole Owner and the Participating Spouses divorce, the non-owner spouse will cease to be a Participating Spouse. If the Participating Spouses are joint owners and they divorce, the non-Annuitant will cease to be a Participating Spouse.

The **Annual Credit Period** is the period during which the Annual Credit GLWB Base is calculated. The initial Annual Credit Period is the period of time from the Rider Date to the [tenth] Anniversary of the Rider Date. If the GLWB Base is increased due to an Annual Step-up, then a new Annual Credit Period is established on the date the GLWB Base is increased and ending on the [tenth] Anniversary of such date.

The **Anniversary of the Rider Date** is any date that shares the same month and day as the Rider Date (if the Rider Date is on February 29th, the Anniversary of the Rider Date in years that do not have a February 29th would be February 28th). If a calculation hereunder is to be made on the Anniversary of the Rider Date, such calculation will be made as of the close of the Valuation Period which includes such Anniversary.

The **Annual Credit Calculation Base** is the amount to which the Annual Credit Rate is applied in calculating the Annual Credit GLWB Base. At the beginning of the Annual Credit Period, the Annual Credit Calculation Base is set equal to the GLWB Base. The value of the Annual Credit Calculation Base will remain the same for the duration of the Annual Credit Period with the following exceptions:

- (1) If a Purchase Payment is made to the Contract, the Annual Credit Calculation Base will be increased at that time by the amount of the net Purchase Payment (excluding extra credits, if any).
- (2) If the GLWB Base is adjusted due to an Excess Withdrawal, the Annual Credit Calculation Base will be set equal at that time to the lesser of the then current Annual Credit Calculation Base or the GLWB Base after the adjustment for an Excess Withdrawal described below.

A **Qualified Contract** is a contract issued in compliance with Internal Revenue Code Sections 401, 403, 408 or 408A or any comparable Internal Revenue Code Sections in effect or hereafter enacted.

The **Contract Specifications Pages** are Pages 3 and 4 of the Contract if this Rider is issued with the Contract, or, Pages 3 and 4 of the Amendment attached to this Rider if this Rider was subsequently added after the Contract Date.

Calculation of Guaranteed Lifetime Withdrawal Benefit Base

If this Rider is issued at the same time as your Contract, the initial GLWB Base is the initial net Purchase Payment (excluding extra credits, if any). If this Rider is added to the Contract on a subsequent anniversary of the Contract Date, the initial GLWB Base is the Contract Value on the Rider Date.

Thereafter, the GLWB Base is calculated as the greater of the Step-up GLWB Base or the Annual Credit GLWB Base, except as provided under the **Excess Withdrawals** provision below.

Step-up GLWB Base

The initial Step-up GLWB Base is equal to the initial GLWB Base. Thereafter, except as provided under the **Excess Withdrawals** provision, the Step-up GLWB Base is determined as follows:

- (1) (i) On each day that is not the Anniversary of the Rider Date or (ii) on or after any Anniversary of the Rider Date if an Annual Step-up is or has ever been declined, the Step-up GLWB Base equals (a) + (b) where:
 - (a) is the GLWB Base on the previous day; and

- (b) is the amount of any net Purchase Payments (excluding extra credits, if any) credited on that day.
- (2) On each Anniversary of the Rider Date unless an Annual Step-up is, or was, declined, the Step-up GLWB Base equals the greater of ((a) or (b)) + (c) where:
- (a) is the GLWB Base on the previous day;
- (b) is the then current Contract Value, after deducting any applicable charges for the Contract, this Rider or any other rider, excluding any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date; and
- (c) is any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date.

Annual Credit GLWB Base

The Annual Credit GLWB Base is only calculated on each Anniversary of the Rider Date during the Annual Credit Period. The Annual Credit GLWB Base at the beginning of any Annual Credit Period is equal to the GLWB Base at the beginning of such period. Thereafter, the Annual Credit GLWB Base is determined as follows:

- (1) On any Anniversary of the Rider Date during the Annual Credit Period, provided that no withdrawals have occurred during the twelve month period that began with the previous Annual Credit Anniversary, the Annual Credit GLWB Base equals (a) + (b) + (c) where:
- (a) is the GLWB Base on the prior Anniversary of the Rider Date;
- (b) is the Annual Credit Calculation Base multiplied by the GLWB Annual Credit Rate shown in the Contract Specifications Page; and
- (c) is the amount of any net Purchase Payments (excluding extra credits, if any) during the prior Contract Year.
- (2) Except as provided in (1) above, on any other Anniversary of the Rider Date, the Annual Credit GLWB Base is equal to zero.

Lifetime Withdrawal Period

The first withdrawal made on or after the date that the youngest Participating Spouse reaches the Lifetime Withdrawal Age will trigger the beginning of the Lifetime Withdrawal Period.

On the day that the Lifetime Withdrawal Period begins, the initial MAW Rate will be set to the applicable MAW Rate shown on the Contract Specifications Page based on the age of the youngest Participating Spouse as of that day, and the MAW will be calculated as (a) x (b) where:

- (a) is the MAW Rate; and
- (b) is the GLWB Base on that day as determined pursuant to the **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision.

During the remainder of the Lifetime Withdrawal Period, the MAW will be determined in accordance with the following rules:

- (1) On each Anniversary of the Rider Date that the GLWB Base is increased to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the then current age of the youngest Participating Spouse on such Anniversary of the Rider Date and the MAW will be recalculated to equal (a) x (b) where:
- (a) is the recalculated GLWB Base on that day; and

(b) is the new MAW Rate.

(2) On any other date that the GLWB Base is recalculated, the MAW will be reset to equal (a) x (b) where:

(a) is the recalculated GLWB Base on that day; and

(b) is the then existing MAW Rate.

As long as the total withdrawals during a Contract Year do not exceed the MAW, we will waive any Contingent Deferred Sales Charges that may otherwise have been assessed.

This Rider continues in the Lifetime Withdrawal Period until the earlier of:

(1) the date that this Rider is terminated as described in the **Termination of Rider** provision; or

(2) the date that this Rider enters the Lifetime Annuity Period.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

(1) it is made prior to the youngest Participating Spouse reaching the Lifetime Withdrawal Age; or

(2) it is made during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceed the MAW; however, only the excess of: (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals; over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals; or (ii) the MAW or the RMD, where applicable, is recognized as an Excess Withdrawal; or

(3) once you are eligible for RMD treatment, it is deemed to be an Excess Withdrawal under the **Required Minimum Distributions** provision.

Any Excess Withdrawals taken will cause the GLWB Base to be adjusted on that day. The new GLWB Base will be set to equal the lesser of (1) or (2) where:

(1) equals (a) x [1- (b)/(c)] where:

(a) is the GLWB Base immediately prior to the Excess Withdrawal;

(b) is the amount of the Excess Withdrawal;

(c) is the Contract Value immediately before the Excess Withdrawal; and

(2) equals (a) - (b) where:

(a) is the GLWB Base immediately prior to the Excess Withdrawal; and

(b) is the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year and the youngest Participating Spouse, if any, has attained age 59 1/2 in the calendar year. If you die during a Contract Year for which you are eligible for RMD treatment and your spouse elects to continue the Contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment. If you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your Participating Spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such Participating Spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving Participating Spouse qualifies for RMD treatment, the surviving Participating Spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation**; or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely on the factors set forth in the third paragraph of this provision. If the surviving Participating Spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based on the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving Participating Spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Extended Annuitization

If this Rider is in force on the Annuity Payout Date as set forth in your Contract, we will delay the Annuity Payout Date until the Contract Date immediately following the Annuitant's 95th birthday for purposes of this Rider only. Any extension of the Annuity Payout Date for purposes of this Rider only shall not affect the termination of, or extend, any death benefit under the Contract or any other rider, unless otherwise stated in any such rider. On the Contract Date immediately following the Annuitant's 95th birthday, you will be required to (1) enter the **Lifetime Annuity Period**, described below; (2) annuitize the Contract using the Contract Value; or (3) terminate the Contract and take the Contract Value.

During the extended annuitization period, you may elect to annuitize or terminate the Contract by Notice to us. Such Notice must be given prior to the anniversary of the Contract Date immediately following the Annuitant's 95th birthday.

Lifetime Annuity Period

When this Rider enters the Lifetime Annuity Period, you will immediately receive a payment equal to the excess, if any, of the then current MAW over the total withdrawals already taken during the Contract Year. However, if you are making systematic withdrawals, the payments will continue until the MAW for the Contract Year has been reached. Thereafter, you will begin receiving a lifetime annuity (the "MAW Annuity") on the first day of the month following the first anniversary of the Contract Date in the Lifetime Annuity Period payable until the death of the last surviving Participating Spouse. Each monthly payment will equal one-twelfth of the then current MAW.

This Rider will enter the Lifetime Annuity Period on the earlier of:

- (1) the anniversary of the Contract Date immediately following the Annuitant's 95th birthday; or
- (2) the date that the Contract Value is reduced to zero (other than by an Excess Withdrawal).

If your Contract Value goes to zero other than because of an Excess Withdrawal before the youngest Participating Spouse reaches the Lifetime Withdrawal Age, the Lifetime Annuity Period is deferred until the youngest Participating Spouse reaches the Lifetime Withdrawal Age.

Once this Rider has entered the Lifetime Annuity Period, the terms of the Contract will be adjusted as follows:

- (1) the Contract will provide only the benefits provided in this Rider and you will not be able to make any withdrawals other than payments under the MAW Annuity;
- (2) all other riders attached to the Contract will terminate unless otherwise stated in any such rider; and
- (3) no additional Purchase Payments will be accepted.

Purchase Payment Limitations

In addition to any purchase payment limitations in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Available Investment Options

While this Rider is in force, your Purchase Payments and your Contract Value must be allocated as follows:

- (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts; and
- (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts.

Notwithstanding the above, your Purchase Payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available, and then transferred to the subaccounts subject to any restrictions on such transfers as set forth in your Contract or any other applicable rider.

By Notice to us, you may modify your Purchase Payment allocations at any time as long as the new allocations continue to satisfy the above investment restrictions.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for Purchase Payments and/or the rebalancing of your Contract to change, unless such request is accompanied by new instructions for allocating Purchase Payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to make any change in the classification of a subaccount apply to future Purchase Payments or transfers.

We may limit the availability of any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future Purchase Payments or Contract Value, you will need to provide us updated allocation instructions that comply with the above-described investment restrictions. If you fail to provide us with new instructions and your allocations of Purchase Payments or Contract Value violates the investment restrictions, this Rider will be terminated.

Transfers required after a variable subaccount becomes unavailable for use with this Rider, will not be assessed a transfer fee.

While this Rider is in effect, we will rebalance quarterly the amounts in each individual variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the Contract nor transfers will result in a rebalancing on the date of such transaction.

When you die, if your Participating Spouse elects a permitted **Spousal Continuation**, we will not include the proceeds from a death benefit adjustment, if any, in the determination of whether your surviving Participating Spouse has complied with these investment restrictions. Unless we receive other investment instructions from your surviving Participating Spouse, we will re-allocate the proceeds from such death benefit adjustment to the investment portfolios in your Contract based upon your last rebalancing instructions on the next scheduled rebalancing date.

Spousal Continuation

If your surviving Participating Spouse becomes the sole Owner of the Contract upon your death, such surviving Participating Spouse shall become the new Annuitant for purposes of this benefit, subject to the following conditions:

If the Annuitant dies before this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving Participating Spouse will be eligible to enter the Lifetime Withdrawal Period when such surviving Participating Spouse reaches the Lifetime Withdrawal Age. The applicable MAW Rate will be based on the surviving Participating Spouse's age when the Lifetime Withdrawal Period begins.

If the Annuitant dies after this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. If the GLWB Base is increased at your death to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the surviving Participating Spouse's then current age and the MAW will be recalculated to equal (a) x (b) where:

- (a) is the recalculated GLWB Base on that day; and
- (b) is the new MAW Rate.

A **Spousal Continuation** will not affect the value of the RMD for the year of the Annuitant's death. Thereafter, the surviving Participating Spouse will be eligible for RMD based on such surviving Participating Spouse's RMD subject to the Notice requirements in the **Required Minimum Distributions** provision. Other than in the case of the permitted **Spousal Continuation** by a Participating Spouse, this Rider will terminate upon your death, unless it is in the Lifetime Annuity Period and you are not the Annuitant. In that case this Rider will continue until the death of the Annuitant.

Other than in the case of the permitted **Spousal Continuation**, there is no right to change the Annuitant under this Rider or the Contract.

We will only allow one exercise of a **Spousal Continuation** under this Rider.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in effect, until it reaches the Lifetime Annuity Period, we will deduct from your Contract Value a Guaranteed Lifetime Withdrawal Benefit Rider charge for this Rider. The amount deducted will equal the product of the Rider Charge Rate and the GLWB Base as of the last Valuation Period immediately preceding the Anniversary of the Rider Date.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page if this Rider was issued at the same time as the Contract and the GLWB Base has not yet been increased as a result of an Annual Step-up pursuant to **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision; (b) the applicable rate shown on the corresponding Amendment to your Contract if this Rider was issued after the Contract Date and the GLWB Base has not yet been increased as a result of an Annual Step-up; or (c) if greater, the rate declared by us at the time of an Annual Step-up. The charge increase at the time of an Annual Step-up will be no greater than the charge for new issues of this Rider form in effect on the date of the Annual Step-up, if such rider form is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page. We also guarantee that the Rider Charge Rate will not increase during the Charge Freeze Period shown on the Contract Specifications Page. You may avoid a Rider Charge Rate increase by declining the Annual Step-up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate. However, if you do so, the Annual Step-ups will cease for the life of this Rider.

The rider charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. Charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless an Annual Step-up has occurred).

Addition of Rider

If we agree, this Rider may be added after the Contract Date. However, it may only be added on an anniversary of the Contract Date subject to any maximum Annuitant age we allow at that time.

Termination of Rider

You may not cancel this Rider, unless we otherwise agree. This Rider will terminate on: (a) the date the Contract is terminated in accordance with its terms, unless otherwise provided in this Rider; (b) the date of an Excess Withdrawal which reduces the Contract Value to zero; (c) the date on which funds are allocated in a manner that violates the investment restrictions; (d) the commencement of an Annuity Option other than the

Rider

Guaranteed Lifetime Withdrawal Benefit Plus Single Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page. If this Rider is issued after your Contract, it takes effect on the Contract anniversary date.

This Rider provides, subject to certain conditions, a guaranteed amount that can be withdrawn each Contract Year, regardless of Contract Value, until this Rider's termination. The **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)** will be paid, even if payment of the benefit would reduce the Contract Value below the total minimum Contract Value required to keep the Contract in effect, as stated in the Contract.

Rider Definitions

Charge Freeze Period is the period shown on the Contract Specifications Page during which we guarantee that the Rider Charge Rate will not increase above the Base Rider Charge Rate.

Base Rider Charge Rate is the rate shown on the Contract Specifications Page applicable to all Contract Years after the first Contract Year, unless the Rider Charge Rate has been changed pursuant to the **Charge for Rider** provision.

The **Guaranteed Lifetime Withdrawal Benefit Base (or GLWB Base)** is the value that is used to determine the Maximum Annual Withdrawal.

The **Lifetime Withdrawal Age** is the age on or after which a withdrawal will trigger the beginning of the Lifetime Withdrawal Period as shown on the Contract Specifications Page.

The **Maximum Annual Withdrawal (or MAW)** is the maximum amount that can be withdrawn in any Contract Year during the Lifetime Withdrawal Period without affecting the annual withdrawal guarantees in future Contract Years or the GLWB Base.

An **Annual Step-up** is an increase in the GLWB Base to the then current Contract Value on an Anniversary of the Rider Date. The GLWB Base will continue to be eligible to increase due to an Annual Step-up on each Anniversary of the Rider Date until an Annual Step-up is declined pursuant to the **Charge for Rider** provision.

The **Annual Credit Period** is the period during which the Annual Credit GLWB Base is calculated. The initial Annual Credit Period is the period of time from the Rider Date to the [tenth] Anniversary of the Rider Date. If the GLWB Base is increased due to an Annual Step-up, then a new Annual Credit Period is established on the date the GLWB Base is increased and ending on the [tenth] Anniversary of such date.

The **Anniversary of the Rider Date** is any date that shares the same month and day as the Rider Date (if the Rider Date is on February 29th, the Anniversary of the Rider Date in years that do not have a February 29th would be February 28th). If a calculation hereunder is to be made on the Anniversary of the Rider Date, such calculation will be made as of the close of the Valuation Period which includes such Anniversary.

The **Annual Credit Calculation Base** is the amount to which the Annual Credit Rate is applied in calculating the Annual Credit GLWB Base. At the beginning of the Annual Credit Period, the Annual Credit Calculation Base is set equal to the GLWB Base. The value of the Annual Credit Calculation Base will remain the same for the duration of the Annual Credit Period with the following exceptions:

- (1) If a Purchase Payment is made to the Contract, the Annual Credit Calculation Base will be increased at that time by the amount of the net Purchase Payment (excluding extra credits, if any).
- (2) If the GLWB Base is adjusted due to an Excess Withdrawal, the Annual Credit Calculation Base will be set equal at that time to the lesser of the then current Annual Credit Calculation Base or the GLWB Base after the adjustment for an Excess Withdrawal described below.

A **Qualified Contract** is a contract issued in compliance with Internal Revenue Code Sections 401, 403, 408 or 408A or any comparable Internal Revenue Code Sections in effect or hereafter enacted.

The **Contract Specifications Pages** are Pages 3 and 4 of the Contract if this Rider is issued with the Contract, or, Pages 3 and 4 of the Amendment attached to this Rider if this Rider was subsequently added after the Contract Date.

Calculation of Guaranteed Lifetime Withdrawal Benefit Base

If this Rider is issued at the same time as your Contract, the initial GLWB Base is the initial net Purchase Payment (excluding extra credits, if any). If this Rider is added to the Contract on a subsequent anniversary of the Contract Date, the initial GLWB Base is the Contract Value on the Rider Date.

Thereafter, the GLWB Base is calculated as the greater of the Step-up GLWB Base or the Annual Credit GLWB Base, except as provided under the **Excess Withdrawals** provision below.

Step-up GLWB Base

The initial Step-up GLWB Base is equal to the initial GLWB Base. Thereafter, except as provided under the **Excess Withdrawals** provision, the Step-up GLWB Base is determined as follows:

- (1) (i) On each day that is not the Anniversary of the Rider Date or (ii) on or after any Anniversary of the Rider Date if an Annual Step-up is or has ever been declined, the Step-up GLWB Base equals (a) + (b) where:
 - (a) is the GLWB Base on the previous day; and
 - (b) is the amount of any net Purchase Payments (excluding extra credits, if any) credited on that day.
- (2) On each Anniversary of the Rider Date unless an Annual Step-up is, or was, declined, the Step-up GLWB Base equals the greater of ((a) or (b)) + (c) where:
 - (a) is the GLWB Base on the previous day;
 - (b) is the then current Contract Value, after deducting any applicable charges for the Contract, this Rider or any other rider, excluding any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date; and
 - (c) is any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date.

If any Extra Credits included in the Step-up GLWB Base are subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract, we reserve the right to deduct the forfeited Extra Credits from the Step-up GLWB Base.

Annual Credit GLWB Base

The Annual Credit GLWB Base is only calculated on each Anniversary of the Rider Date during the Annual Credit Period. The Annual Credit GLWB Base at the beginning of any Annual Credit Period is equal to the GLWB Base at the beginning of such period. Thereafter, the Annual Credit GLWB Base is determined as follows:

- (1) On any Anniversary of the Rider Date during the Annual Credit Period, provided that no withdrawals have occurred during the twelve month period that began with the previous Annual Credit Anniversary, the Annual Credit GLWB Base equals (a) + (b) + (c) where:
 - (a) is the GLWB Base on the prior Anniversary of the Rider Date;
 - (b) is the Annual Credit Calculation Base multiplied by the GLWB Annual Credit Rate shown in the Contract Specifications Page; and
 - (c) is the amount of any net Purchase Payments (excluding extra credits, if any) during the prior Contract Year.
- (2) Except as provided in (1) above, on any other Anniversary of the Rider Date, the Annual Credit GLWB Base is equal to zero.

Lifetime Withdrawal Period

The first withdrawal made on or after the date that the Annuitant reaches the Lifetime Withdrawal Age will trigger the beginning of the Lifetime Withdrawal Period.

On the day that the Lifetime Withdrawal Period begins, the initial MAW Rate will be set to the applicable MAW Rate shown on the Contract Specifications Page based on the Annuitant's age as of that day, and the MAW will be calculated as (a) x (b) where:

- (a) is the MAW Rate; and
- (b) is the GLWB Base on that day as determined pursuant to the **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision.

During the remainder of the Lifetime Withdrawal Period, the MAW will be determined in accordance with the following rules:

- (1) On each Anniversary of the Rider Date that the GLWB Base is increased to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the Annuitant's then current age on such Anniversary of the Rider Date and the MAW will be recalculated to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the new MAW Rate.
- (2) On any other date that the GLWB Base is recalculated, the MAW will be reset to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and
 - (b) is the then existing MAW Rate.

As long as the total withdrawals during a Contract Year do not exceed the MAW, we will waive any Contingent Deferred Sales Charges that may otherwise have been assessed.

This Rider continues in the Lifetime Withdrawal Period until the earlier of:

- (1) the date that this Rider is terminated as described in the **Termination of Rider** provision; or
- (2) the date that this Rider enters the Lifetime Annuity Period.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is made prior to the Annuitant reaching the Lifetime Withdrawal Age; or
- (2) it is made during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceed the MAW; however, only the excess of: (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals; over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals; or (ii) the MAW or the RMD, where applicable, is recognized as an Excess Withdrawal; or
- (3) once you are eligible for RMD treatment, it is deemed to be an Excess Withdrawal under the **Required Minimum Distribution** provision.

Any Excess Withdrawals taken will cause the GLWB Base to be adjusted on that day. The new GLWB Base will be set to equal the lesser of (1) or (2) where:

- (1) equals $(a) \times [1 - (b)/(c)]$ where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals $(a) - (b)$ where:
 - (a) is the GLWB Base immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year. If you die during a Contract Year for which you are eligible for RMD treatment and your spouse elects to continue the Contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment. If you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving spouse qualifies for RMD treatment, the surviving spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation**; or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely on the factors set forth in the third paragraph of this provision. If the surviving spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based on the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Extended Annuitization

If this Rider is in force on the Annuity Payout Date as set forth in your Contract, we will delay the Annuity Payout Date until the Contract Date immediately following the Annuitant's 95th birthday for purposes of this Rider only. Any extension of the Annuity Payout Date for purposes of this Rider only shall not affect the termination of, or extend, any death benefit under the Contract or any other rider, unless otherwise stated in any such rider. On the Contract Date immediately following the Annuitant's 95th birthday, you will be required to (1) enter the **Lifetime Annuity Period**, described below; (2) annuitize the Contract using the Contract Value; or (3) terminate the Contract and take the Contract Value.

During the extended annuitization period, you may elect to annuitize or terminate the Contract by Notice to us. Such Notice must be given prior to the anniversary of the Contract Date immediately following the Annuitant's 95th birthday.

Lifetime Annuity Period

When this Rider enters the Lifetime Annuity Period, you will immediately receive a payment equal to the excess, if any, of the then current MAW over the total withdrawals already taken during the Contract Year. However, if you are making systematic withdrawals, the payments will continue until the MAW for the Contract Year has been reached. Thereafter, you will begin receiving a lifetime annuity (the "MAW Annuity") on the first day of the month following the first anniversary of the Contract Date in the Lifetime Annuity Period payable until the Annuitant's death. Each monthly payment will equal one-twelfth of the then current MAW.

This Rider will enter the Lifetime Annuity Period on the earlier of:

- (1) the anniversary of the Contract Date immediately following the Annuitant's 95th birthday; or
- (2) the date that the Contract Value is reduced to zero (other than by an Excess Withdrawal).

If your Contract Value goes to zero other than because of an Excess Withdrawal before the Annuitant reaches the Lifetime Withdrawal Age, the Lifetime Annuity Period is deferred until the Annuitant reaches the Lifetime Withdrawal Age.

Once this Rider has entered the Lifetime Annuity Period, the terms of the Contract will be adjusted as follows:

- (1) the Contract will provide only the benefits provided in this Rider and you will not be able to make any withdrawals other than payments under the MAW Annuity;
- (2) all other riders attached to the Contract will terminate unless otherwise stated in any such rider; and
- (3) no additional Purchase Payments will be accepted.

Purchase Payment Limitations

In addition to any purchase payment limitations in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Available Investment Options

While this Rider is in force, your Purchase Payments and your Contract Value must be allocated as follows:

- (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts; and
- (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts.

Notwithstanding the above, your Purchase Payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available, and then transferred to the subaccounts subject to any restrictions on such transfers as set forth in your Contract or any other applicable rider.

By Notice to us, you may modify your Purchase Payment allocations at any time as long as the new allocations continue to satisfy the above investment restrictions.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for Purchase Payments and/or the rebalancing of your Contract to change, unless such request is accompanied by new instructions for allocating Purchase Payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to make any change in the classification of a subaccount apply to future Purchase Payments or transfers.

We may limit the availability of any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future Purchase Payments or Contract Value, you will need to provide us updated allocation instructions that comply with the above-described investment restrictions. If you fail to provide us with new instructions and your allocations of Purchase Payments or Contract Value violates the investment restrictions, this Rider will be terminated.

Transfers required after a variable subaccount becomes unavailable for use with this Rider, will not be assessed a transfer fee.

While this Rider is in effect, we will rebalance quarterly the amounts in each individual variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the Contract nor transfers will result in a rebalancing on the date of such transaction.

When you die, if your spouse elects a permitted **Spousal Continuation**, we will not include the proceeds from a death benefit adjustment, if any, in the determination of whether your surviving spouse has complied with these investment restrictions. Unless we receive other investment instructions from your surviving spouse, we will re-allocate the proceeds from such death benefit adjustment to the investment portfolios in your Contract based upon your last rebalancing instructions on the next scheduled rebalancing date.

Spousal Continuation

If your surviving spouse becomes the sole Owner of the Contract upon your death, such spouse shall become the new Annuitant for purposes of this benefit, subject to the following conditions:

If the Annuitant dies before this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving spouse will be eligible to enter the Lifetime Withdrawal Period when such surviving spouse reaches the Lifetime Withdrawal Age. The applicable MAW Rate will be based on the surviving spouse's age when the Lifetime Withdrawal Period begins.

If the Annuitant dies after this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the Contract Value (after the Death Benefit Adjustment, if any) as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving spouse will not be eligible to re-enter the Lifetime Withdrawal Period until such spouse reaches the Lifetime Withdrawal Age. The applicable MAW Rate will be based on the surviving spouse's age when such spouse re-enters the Lifetime Withdrawal Period.

A **Spousal Continuation** will not affect the value of the RMD for the year of the Annuitant's death. Thereafter, the surviving spouse will be eligible for RMD based on such spouse's RMD subject to the Notice requirements in the **Required Minimum Distributions** provision. Other than in the case of the permitted **Spousal Continuation**, this Rider will terminate upon your death, unless it is in the Lifetime Annuity Period and you are not the Annuitant. In that case this Rider will continue until the death of the Annuitant.

Other than in the case of the permitted **Spousal Continuation**, there is no right to change the Annuitant under this Rider or the Contract.

We will only allow one exercise of a **Spousal Continuation** under this Rider.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in effect, until it reaches the Lifetime Annuity Period, we will deduct from your Contract Value a Guaranteed Lifetime Withdrawal Benefit Rider charge for this Rider. The amount deducted will equal the product of the Rider Charge Rate and the GLWB Base as of the last Valuation Period immediately preceding the Anniversary of the Rider Date.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page if this Rider was issued at the same time as the Contract and the GLWB Base has not yet been increased as a result of an Annual Step-up pursuant to **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision; (b)

the applicable rate shown on the corresponding Amendment to your Contract if this Rider was issued after the Contract Date and the GLWB Base has not yet been increased as a result of an Annual Step-up; or (c) if greater, the rate declared by us at the time of an Annual Step-up. The charge increase at the time of an Annual Step-up will be no greater than the charge for new issues of this Rider form in effect on the date of the Annual Step-up, if such rider form is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page. We also guarantee that the Rider Charge Rate will not increase during the Charge Freeze Period shown on the Contract Specifications Page. You may avoid a Rider Charge Rate increase by declining the Annual Step-up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate. However, if you do so, the Annual Step-ups will cease for the life of this Rider.

The rider charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. Charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless an Annual Step-up has occurred).

Addition of Rider

If we agree, this Rider may be added after the Contract Date. However, it may only be added on an anniversary of the Contract Date subject to any maximum Annuitant age we allow at that time.

Termination of Rider

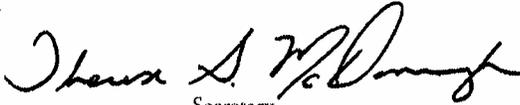
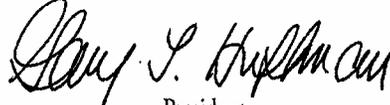
You may not cancel this Rider, unless we otherwise agree. This Rider will terminate on: (a) the date the Contract is terminated in accordance with its terms, unless otherwise provided in this Rider; (b) the date of an Excess Withdrawal which reduces the Contract Value to zero; (c) the date on which funds are allocated in a manner that violates the investment restrictions; (d) the commencement of an Annuity Option other than the MAW Annuity; (e) if it is terminated under the express terms of any other rider; (f) the death of the Annuitant, except in the case of the permitted **Spousal Continuation**; or (g) a transfer or an assignment as described below.

If (1) the surviving spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of **Spousal Continuation** at the same time, and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted **Spousal Continuation** on or before [28] days after the date when we received the proof of death.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the Contract or the benefits under this Rider other than through the permitted **Spousal Continuation** as set forth in the Contract. If you make such a transfer, assignment or conveyance of the Contract or the benefits under this Rider, this Rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the Contract is held by a trust, in a custodial account or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Guaranteed Lifetime Withdrawal Benefit Plus Joint Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page. If this Rider is issued after your Contract, it takes effect on the Contract anniversary date.

This Rider provides, subject to certain conditions, a guaranteed amount that can be withdrawn each Contract Year, regardless of Contract Value, until this Rider's termination. The **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)** will be paid, even if payment of the benefit would reduce the Contract Value below the total minimum Contract Value required to keep the Contract in effect, as stated in the Contract.

Rider Definitions

Charge Freeze Period is the period shown on the Contract Specifications Page during which we guarantee that the Rider Charge Rate will not increase above the Base Rider Charge Rate.

Base Rider Charge Rate is the rate shown on the Contract Specifications Page applicable to all Contract Years after the first Contract Year, unless the Rider Charge Rate has been changed pursuant to the **Charge for Rider** provision.

The **Guaranteed Lifetime Withdrawal Benefit Base** (or **GLWB Base**) is the value that is used to determine the Maximum Annual Withdrawal.

The **Lifetime Withdrawal Age** is the age on or after which a withdrawal will trigger the beginning of the Lifetime Withdrawal Period as shown on the Contract Specifications Page.

The **Maximum Annual Withdrawal** (or **MAW**) is the maximum amount that can be withdrawn in any Contract Year during the Lifetime Withdrawal Period without affecting the annual withdrawal guarantees in future Contract Years or the GLWB Base.

An **Annual Step-up** is an increase in the GLWB Base to the then current Contract Value on an Anniversary of the Rider Date. The GLWB Base will continue to be eligible to increase due to an Annual Step-up on each Anniversary of the Rider Date until an Annual Step-up is declined pursuant to the **Charge for Rider** provision.

Participating Spouses are the people upon whose life and age the rider benefits are calculated. This Rider requires that there be two and only two Participating Spouses on the Rider Date and that they be legally married to each other. This Rider further requires that on the Rider Date either (a) the two Participating Spouses are Joint Owners (or beneficial Owners) and the Annuitant is one of the Participating Spouses; or (b) one Participating Spouse is an Owner (or beneficial Owner) and Annuitant and the other is the sole Beneficiary. A Participating Spouse only retains such status while he/she is alive and legally married to the other. An Owner who gives up ownership can only maintain the Status of a Participating Spouse if such Owner is or immediately becomes, the sole Beneficiary; likewise, a sole Beneficiary who loses that

designation can only maintain the Status of a Participating Spouse if such sole Beneficiary is or immediately becomes, an Owner. Once a person loses his/her status as a Participating Spouse, it can never be regained. Likewise, no person can become a Participating Spouse after the Rider Date. A sole Owner may remove a sole Beneficiary from Participating Spouse Status by giving Notice to us. If one Participating Spouse is the sole Owner and the Participating Spouses divorce, the non-owner spouse will cease to be a Participating Spouse. If the Participating Spouses are joint owners and they divorce, the non-Annuitant will cease to be a Participating Spouse.

The **Annual Credit Period** is the period during which the Annual Credit GLWB Base is calculated. The initial Annual Credit Period is the period of time from the Rider Date to the [tenth] Anniversary of the Rider Date. If the GLWB Base is increased due to an Annual Step-up, then a new Annual Credit Period is established on the date the GLWB Base is increased and ending on the [tenth] Anniversary of such date.

The **Anniversary of the Rider Date** is any date that shares the same month and day as the Rider Date (if the Rider Date is on February 29th, the Anniversary of the Rider Date in years that do not have a February 29th would be February 28th). If a calculation hereunder is to be made on the Anniversary of the Rider Date, such calculation will be made as of the close of the Valuation Period which includes such Anniversary.

The **Annual Credit Calculation Base** is the amount to which the Annual Credit Rate is applied in calculating the Annual Credit GLWB Base. At the beginning of the Annual Credit Period, the Annual Credit Calculation Base is set equal to the GLWB Base. The value of the Annual Credit Calculation Base will remain the same for the duration of the Annual Credit Period with the following exceptions:

- (1) If a Purchase Payment is made to the Contract, the Annual Credit Calculation Base will be increased at that time by the amount of the net Purchase Payment (excluding extra credits, if any).
- (2) If the GLWB Base is adjusted due to an Excess Withdrawal, the Annual Credit Calculation Base will be set equal at that time to the lesser of the then current Annual Credit Calculation Base or the GLWB Base after the adjustment for an Excess Withdrawal described below.

A **Qualified Contract** is a contract issued in compliance with Internal Revenue Code Sections 401, 403, 408 or 408A or any comparable Internal Revenue Code Sections in effect or hereafter enacted.

The **Contract Specifications Pages** are Pages 3 and 4 of the Contract if this Rider is issued with the Contract, or, Pages 3 and 4 of the Amendment attached to this Rider if this Rider was subsequently added after the Contract Date.

Calculation of Guaranteed Lifetime Withdrawal Benefit Base

If this Rider is issued at the same time as your Contract, the initial GLWB Base is the initial net Purchase Payment (excluding extra credits, if any). If this Rider is added to the Contract on a subsequent anniversary of the Contract Date, the initial GLWB Base is the Contract Value on the Rider Date.

Thereafter, the GLWB Base is calculated as the greater of the Step-up GLWB Base or the Annual Credit GLWB Base, except as provided under the **Excess Withdrawals** provision below.

Step-up GLWB Base

The initial Step-up GLWB Base is equal to the initial GLWB Base. Thereafter, except as provided under the **Excess Withdrawals** provision, the Step-up GLWB Base is determined as follows:

- (1) (i) On each day that is not the Anniversary of the Rider Date or (ii) on or after any Anniversary of the Rider Date if an Annual Step-up is or has ever been declined, the Step-up GLWB Base equals (a) + (b) where:
 - (a) is the GLWB Base on the previous day; and
 - (b) is the amount of any net Purchase Payments (excluding extra credits, if any) credited on that day.

- (2) On each Anniversary of the Rider Date unless an Annual Step-up is, or was, declined, the Step-up GLWB Base equals the greater of ((a) or (b)) + (c) where:
 - (a) is the GLWB Base on the previous day;
 - (b) is the then current Contract Value, after deducting any applicable charges for the Contract, this Rider or any other rider, excluding any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date; and
 - (c) is any net Purchase Payments (excluding extra credits, if any) credited on such Anniversary of the Rider Date.

If any Extra Credits included in the Step-up GLWB Base are subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract, we reserve the right to deduct the forfeited Extra Credits from the Step-up GLWB Base.

Annual Credit GLWB Base

The Annual Credit GLWB Base is only calculated on each Anniversary of the Rider Date during the Annual Credit Period. The Annual Credit GLWB Base at the beginning of any Annual Credit Period is equal to the GLWB Base at the beginning of such period. Thereafter, the Annual Credit GLWB Base is determined as follows:

- (1) On any Anniversary of the Rider Date during the Annual Credit Period, provided that no withdrawals have occurred during the twelve month period that began with the previous Annual Credit Anniversary, the Annual Credit GLWB Base equals (a) + (b) + (c) where:
 - (a) is the GLWB Base on the prior Anniversary of the Rider Date;
 - (b) is the Annual Credit Calculation Base multiplied by the GLWB Annual Credit Rate shown in the Contract Specifications Page; and
 - (c) is the amount of any net Purchase Payments (excluding extra credits, if any) during the prior Contract Year.
- (2) Except as provided in (1) above, on any other Anniversary of the Rider Date, the Annual Credit GLWB Base is equal to zero.

Lifetime Withdrawal Period

The first withdrawal made on or after the date that the youngest Participating Spouse reaches the Lifetime Withdrawal Age will trigger the beginning of the Lifetime Withdrawal Period.

On the day that the Lifetime Withdrawal Period begins, the initial MAW Rate will be set to the applicable MAW Rate shown on the Contract Specifications Page based on the age of the youngest Participating Spouse as of that day, and the MAW will be calculated as (a) x (b) where:

- (a) is the MAW Rate; and
- (b) is the GLWB Base on that day as determined pursuant to the **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision.

During the remainder of the Lifetime Withdrawal Period, the MAW will be determined in accordance with the following rules:

- (1) On each Anniversary of the Rider Date that the GLWB Base is increased to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the then current age of the youngest Participating Spouse on such Anniversary of the Rider Date and the MAW will be recalculated to equal (a) x (b) where:
 - (a) is the recalculated GLWB Base on that day; and

(b) is the new MAW Rate.

(2) On any other date that the GLWB Base is recalculated, the MAW will be reset to equal (a) x (b) where:

(a) is the recalculated GLWB Base on that day; and

(b) is the then existing MAW Rate.

As long as the total withdrawals during a Contract Year do not exceed the MAW, we will waive any Contingent Deferred Sales Charges that may otherwise have been assessed.

This Rider continues in the Lifetime Withdrawal Period until the earlier of:

(1) the date that this Rider is terminated as described in the **Termination of Rider** provision; or

(2) the date that this Rider enters the Lifetime Annuity Period.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

(1) it is made prior to the youngest Participating Spouse reaching the Lifetime Withdrawal Age; or

(2) it is made during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceed the MAW; however, only the excess of: (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals; over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals; or (ii) the MAW or the RMD, where applicable, is recognized as an Excess Withdrawal; or

(3) once you are eligible for RMD treatment, it is deemed to be an Excess Withdrawal under the **Required Minimum Distributions** provision.

Any Excess Withdrawals taken will cause the GLWB Base to be adjusted on that day. The new GLWB Base will be set to equal the lesser of (1) or (2) where:

(1) equals (a) x [1- (b)/(c)] where:

(a) is the GLWB Base immediately prior to the Excess Withdrawal;

(b) is the amount of the Excess Withdrawal;

(c) is the Contract Value immediately before the Excess Withdrawal; and

(2) equals (a) - (b) where:

(a) is the GLWB Base immediately prior to the Excess Withdrawal; and

(b) is the amount of the Excess Withdrawal.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year and the youngest Participating Spouse, if any, has attained age 59 1/2 in the calendar year. If you die during a

Contract Year for which you are eligible for RMD treatment and your spouse elects to continue the Contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment. If you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your Participating Spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such Participating Spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving Participating Spouse qualifies for RMD treatment, the surviving Participating Spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation**; or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely on the factors set forth in the third paragraph of this provision. If the surviving Participating Spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based on the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving Participating Spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Extended Annuitization

If this Rider is in force on the Annuity Payout Date as set forth in your Contract, we will delay the Annuity Payout Date until the Contract Date immediately following the Annuitant's 95th birthday for purposes of this Rider only. Any extension of the Annuity Payout Date for purposes of this Rider only shall not affect the

termination of, or extend, any death benefit under the Contract or any other rider, unless otherwise stated in any such rider. On the Contract Date immediately following the Annuitant's 95th birthday, you will be required to (1) enter the **Lifetime Annuity Period**, described below; (2) annuitize the Contract using the Contract Value; or (3) terminate the Contract and take the Contract Value.

During the extended annuitization period, you may elect to annuitize or terminate the Contract by Notice to us. Such Notice must be given prior to the anniversary of the Contract Date immediately following the Annuitant's 95th birthday.

Lifetime Annuity Period

When this Rider enters the Lifetime Annuity Period, you will immediately receive a payment equal to the excess, if any, of the then current MAW over the total withdrawals already taken during the Contract Year. However, if you are making systematic withdrawals, the payments will continue until the MAW for the Contract Year has been reached. Thereafter, you will begin receiving a lifetime annuity (the "MAW Annuity") on the first day of the month following the first anniversary of the Contract Date in the Lifetime Annuity Period payable until the death of the last surviving Participating Spouse. Each monthly payment will equal one-twelfth of the then current MAW.

This Rider will enter the Lifetime Annuity Period on the earlier of:

- (1) the anniversary of the Contract Date immediately following the Annuitant's 95th birthday; or
- (2) the date that the Contract Value is reduced to zero (other than by an Excess Withdrawal).

If your Contract Value goes to zero other than because of an Excess Withdrawal before the youngest Participating Spouse reaches the Lifetime Withdrawal Age, the Lifetime Annuity Period is deferred until the youngest Participating Spouse reaches the Lifetime Withdrawal Age.

Once this Rider has entered the Lifetime Annuity Period, the terms of the Contract will be adjusted as follows:

- (1) the Contract will provide only the benefits provided in this Rider and you will not be able to make any withdrawals other than payments under the MAW Annuity;
- (2) all other riders attached to the Contract will terminate unless otherwise stated in any such rider; and
- (3) no additional Purchase Payments will be accepted.

Purchase Payment Limitations

In addition to any purchase payment limitations in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Available Investment Options

While this Rider is in force, your Purchase Payments and your Contract Value must be allocated as follows:

- (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts; and
- (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts.

Notwithstanding the above, your Purchase Payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available, and then transferred to the subaccounts subject to any restrictions on such transfers as set forth in your Contract or any other applicable rider.

By Notice to us, you may modify your Purchase Payment allocations at any time as long as the new allocations continue to satisfy the above investment restrictions.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for Purchase Payments and/or the rebalancing of your Contract to change, unless such request is accompanied by new instructions for allocating Purchase Payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to make any change in the classification of a subaccount apply to future Purchase Payments or transfers.

We may limit the availability of any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future Purchase Payments or Contract Value, you will need to provide us updated allocation instructions that comply with the above-described investment restrictions. If you fail to provide us with new instructions and your allocations of Purchase Payments or Contract Value violates the investment restrictions, this Rider will be terminated.

Transfers required after a variable subaccount becomes unavailable for use with this Rider, will not be assessed a transfer fee.

While this Rider is in effect, we will rebalance quarterly the amounts in each individual variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the Contract nor transfers will result in a rebalancing on the date of such transaction.

When you die, if your Participating Spouse elects a permitted **Spousal Continuation**, we will not include the proceeds from a death benefit adjustment, if any, in the determination of whether your surviving Participating Spouse has complied with these investment restrictions. Unless we receive other investment instructions from your surviving Participating Spouse, we will re-allocate the proceeds from such death benefit adjustment to the investment portfolios in your Contract based upon your last rebalancing instructions on the next scheduled rebalancing date.

Spousal Continuation

If your surviving Participating Spouse becomes the sole Owner of the Contract upon your death, such surviving Participating Spouse shall become the new Annuitant for purposes of this benefit, subject to the following conditions:

If the Annuitant dies before this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. The surviving Participating Spouse will be eligible to enter the Lifetime Withdrawal Period when such surviving Participating Spouse reaches the Lifetime Withdrawal Age. The applicable MAW Rate will be based on the surviving Participating Spouse's age when the Lifetime Withdrawal Period begins.

If the Annuitant dies after this Rider enters the Lifetime Withdrawal Period, the GLWB Base will be set equal to the greater of the Contract Value (after the Death Benefit Adjustment, if any) or the GLWB Base as of the earlier of 90 days after the Annuitant's death or the date we receive proof of death. If the GLWB Base is increased at your death to the then current Contract Value, the MAW Rate would be reset to the applicable MAW Rate based on the surviving Participating Spouse's then current age and the MAW will be recalculated to equal (a) x (b) where:

- (a) is the recalculated GLWB Base on that day; and
- (b) is the new MAW Rate.

A **Spousal Continuation** will not affect the value of the RMD for the year of the Annuitant's death. Thereafter, the surviving Participating Spouse will be eligible for RMD based on such surviving Participating Spouse's RMD subject to the Notice requirements in the **Required Minimum Distributions** provision. Other than in the case of the permitted **Spousal Continuation** by a Participating Spouse, this Rider will terminate upon your death, unless it is in the Lifetime Annuity Period and you are not the Annuitant. In that case this Rider will continue until the death of the Annuitant.

Other than in the case of the permitted **Spousal Continuation**, there is no right to change the Annuitant under this Rider or the Contract.

We will only allow one exercise of a **Spousal Continuation** under this Rider.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in effect, until it reaches the Lifetime Annuity Period, we will deduct from your Contract Value a Guaranteed Lifetime Withdrawal Benefit Rider charge for this Rider. The amount deducted will equal the product of the Rider Charge Rate and the GLWB Base as of the last Valuation Period immediately preceding the Anniversary of the Rider Date.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page if this Rider was issued at the same time as the Contract and the GLWB Base has not yet been increased as a result of an Annual Step-up pursuant to **Calculation of Guaranteed Lifetime Withdrawal Benefit Base** provision; (b) the applicable rate shown on the corresponding Amendment to your Contract if this Rider was issued after the Contract Date and the GLWB Base has not yet been increased as a result of an Annual Step-up; or (c) if greater, the rate declared by us at the time of an Annual Step-up. The charge increase at the time of an Annual Step-up will be no greater than the charge for new issues of this Rider form in effect on the date of the Annual Step-up, if such rider form is then offered by us, and will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page. We also guarantee that the Rider Charge Rate will not increase during the Charge Freeze Period shown on the Contract Specifications Page. You may avoid a Rider Charge Rate increase by declining the Annual Step-up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate. However, if you do so, the Annual Step-ups will cease for the life of this Rider.

The rider charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. Charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless an Annual Step-up has occurred).

Addition of Rider

If we agree, this Rider may be added after the Contract Date. However, it may only be added on an anniversary of the Contract Date subject to any maximum Annuitant age we allow at that time.

Termination of Rider

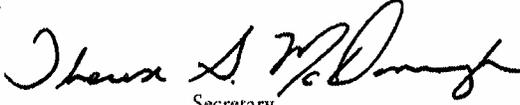
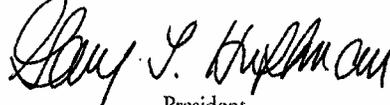
You may not cancel this Rider, unless we otherwise agree. This Rider will terminate on: (a) the date the Contract is terminated in accordance with its terms, unless otherwise provided in this Rider; (b) the date of an Excess Withdrawal which reduces the Contract Value to zero; (c) the date on which funds are allocated in a manner that violates the investment restrictions; (d) the commencement of an Annuity Option other than the MAW Annuity; (e) if it is terminated under the express terms of any other rider; (f) the death of the Annuitant, except in the case of the permitted **Spousal Continuation**; or (g) a transfer or an assignment as described below.

If (1) the surviving Participating Spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of **Spousal Continuation** at the same time, and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted **Spousal Continuation** on or before [28] days after the date when we received the proof of death.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the Contract or the benefits under this Rider other than through the permitted **Spousal Continuation** as set forth in the Contract. If you make such a transfer, assignment or conveyance of the Contract or the benefits under this Rider, this Rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the Contract is held by a trust, in a custodial account or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Deferral Credit for the Guaranteed Lifetime Withdrawal Benefit

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page of the Contract. If this Rider is issued after the Contract, it takes effect on the Contract anniversary date.

This Rider provides, subject to certain conditions, that we will make an additional adjustment to your GLWB Base under the terms of your **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider**. Terms used in this Rider have the same meaning as they do in the GLWB Rider.

Deferral Credit

If no withdrawals are taken in the first [10] Contract Years that this Rider is in effect, we will increase the GLWB Base on the [tenth] Anniversary of the Rider Date by (1) minus (2), if greater than zero, where:

(1) is (a) x (b) where:

(a) is the initial GLWB Base plus the total of all subsequent net Purchase Payments (excluding extra credits, if any) made up to and including the [first] Anniversary of the Rider Date ([first] Contract Year Purchase Payments);

(b) is the Deferral Guarantee Percentage shown on the Contract Specifications Page; and

(2) is the total of all [first] Contract Year net Purchase Payments plus (a) the amount of the Annual Credits to the GLWB Base attributable to the [first] Contract Year net Purchase Payments; and (b) the full incremental amount of any Annual Step-up in the GLWB Base including the amount of the Annual Credits to the GLWB attributable to any such Annual Step-up, without regard to the Deferral Credit.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Charge for Rider

On each Contract anniversary that this Rider is in force, we will deduct from your Contract Value a rider charge equal to the product of the Rider Charge Rate and the GLWB Base.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page, if this Rider was issued at the same time as the Contract; or (b) the rate shown on the corresponding amendment to your Contract, if this Rider was issued after the Contract. The rider charge will be deducted from all available investment portfolios and the Fixed Accumulation Account, if available, on a pro rata basis in proportion to their percentage of the total Contract Value. Charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless an Annual Step-up has occurred).

Addition of Rider

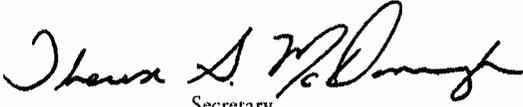
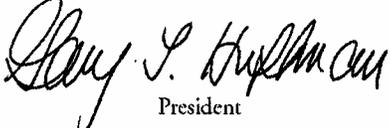
If we agree, this Rider may be added after the Contract Date. However, it may only be added on an anniversary of the Contract Date subject to any maximum Annuitant age we allow at that time.

Termination of Rider

This Rider automatically terminates (a) when the GLWB Rider terminates, (b) on the [tenth] Anniversary of the Rider Date or (c) on the date a withdrawal is taken before the [tenth] Anniversary of the Rider Date.

If (1) the surviving spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of **Spousal Continuation** at the same time, and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted **Spousal Continuation** on or before [28] days after the date when we received the proof of death.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Shawn A. McDaniel
Secretary  Gary J. Huffman
President]

Rider

Deferral Credit with Minimum Age Requirements for the Guaranteed Lifetime Withdrawal Benefit Single Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page of the Contract. If this Rider is issued after the Contract, it takes effect on the Contract anniversary date.

This Rider provides, subject to certain conditions, that we will make an additional adjustment to your GLWB Base under the terms of your **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)**. Terms used in this Rider have the same meaning as they do in the GLWB Rider.

Deferral Credit

The Deferral Credit Date is the later of (a) the anniversary of the Rider Date immediately following the Annuitant's [70th] birthday or (b) the [tenth] Anniversary of the Rider Date. If no withdrawals are taken before the Deferral Credit Date, we will increase the GLWB Base by (1) minus (2), if greater than zero, where:

(1) is (a) x (b) where:

(a) is the initial GLWB Base plus the total of all subsequent net Purchase Payments (excluding extra credits, if any) made up to and including the [first] Anniversary of the Rider Date ([first] Contract Year Purchase Payments);

(b) is the Deferral Guarantee Percentage shown on the Contract Specifications Page; and

(2) is the total of all [first] Contract Year net Purchase Payments plus (a) the amount of the Annual Credits to the GLWB Base attributable to the [first] Contract Year net Purchase Payments; and (b) the full incremental amount of any Annual Step-up in the GLWB Base including the amount of the Annual Credits to the GLWB attributable to any such Annual Step-up, without regard to the Deferral Credit.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Charge for Rider

On each Contract anniversary that this Rider is in force, we will deduct from your Contract Value a rider charge equal to the product of the Rider Charge Rate and the GLWB Base.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page, if this Rider was issued at the same time as the Contract; or (b) the rate shown on the corresponding amendment to your Contract, if this Rider was issued after the Contract. The rider charge will be deducted from all available investment portfolios and the Fixed Accumulation Account, if available, on a pro rata basis in proportion to their percentage of the total Contract Value. Charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless an Annual Step-up has occurred).

Addition of Rider

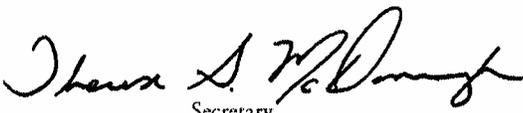
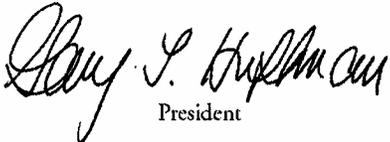
If we agree, this Rider may be added after the Contract Date. However, it may only be added on an anniversary of the Contract Date subject to any maximum Annuitant age we allow at that time.

Termination of Rider

This Rider automatically terminates (a) when the GLWB Rider terminates, (b) on the Deferral Credit Date or (c) on the date a withdrawal is taken before the Deferral Credit Date.

If (1) the surviving spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of **Spousal Continuation** at the same time, and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted **Spousal Continuation** on or before [28] days after the date when we received the proof of death.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Shawn A. McDaniel
Secretary  Gary J. Huffman
President]

Rider

Deferral Credit with Minimum Age Requirements for the Guaranteed Lifetime Withdrawal Benefit Joint Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page of the Contract. If this Rider is issued after the Contract, it takes effect on the Contract anniversary date.

This Rider provides, subject to certain conditions, that we will make an additional adjustment to your GLWB Base under the terms of your **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)**. Terms used in this Rider have the same meaning as they do in the GLWB Joint Life Rider.

Deferral Credit

The Deferral Credit Date is the later of (a) the anniversary of the Rider Date immediately following the youngest Participating Spouse's [70th] birthday or (b) the [tenth] Anniversary of the Rider Date. If no withdrawals are taken before the Deferral Credit Date, we will increase the GLWB Base by (1) minus (2), if greater than zero, where:

(1) is (a) x (b) where:

(a) is the initial GLWB Base plus the total of all subsequent net Purchase Payments (excluding extra credits, if any) made up to and including the [first] Anniversary of the Rider Date ([first] Contract Year Purchase Payments);

(b) is the Deferral Guarantee Percentage shown on the Contract Specifications Page; and

(2) is the total of all [first] Contract Year net Purchase Payments plus (a) the amount of the Annual Credits to the GLWB Base attributable to the [first] Contract Year net Purchase Payments; and (b) the full incremental amount of any Annual Step-up in the GLWB Base including the amount of the Annual Credits to the GLWB attributable to any such Annual Step-up, without regard to the Deferral Credit.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Charge for Rider

On each Contract anniversary that this Rider is in force, we will deduct from your Contract Value a rider charge equal to the product of the Rider Charge Rate and the GLWB Base.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page, if this Rider was issued at the same time as the Contract; or (b) the rate shown on the corresponding amendment to your Contract, if this Rider was issued after the Contract. The rider charge will be deducted from all available investment portfolios and the Fixed Accumulation Account, if available, on a pro rata basis in proportion to their percentage of the total Contract Value. Charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless an Annual Step-up has occurred).

Addition of Rider

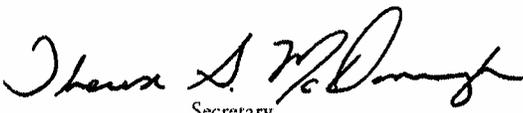
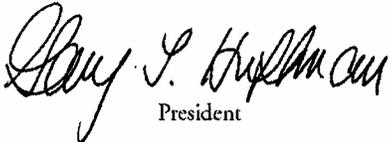
If we agree, this Rider may be added after the Contract Date. However, it may only be added on an anniversary of the Contract Date subject to any maximum Annuitant age we allow at that time.

Termination of Rider

This Rider automatically terminates (a) when the GLWB Rider terminates, (b) on the Deferral Credit Date or (c) on the date a withdrawal is taken before the Deferral Credit Date.

If (1) the surviving Participating Spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of **Spousal Continuation** at the same time, and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted **Spousal Continuation** on or before [28] days after the date when we received the proof of death.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Shawn A. McDermott
Secretary  Gary J. Huffman
President]

Rider

Premium Protection Death Benefit Single Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls. This Rider is only available if, as of the Effective Date, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)** is also attached to, and made part of, your Contract.

As long as this Rider remains in force, the following **Guaranteed Death Benefit Amount** provision is added to, and made part of, your Contract as a subheading under, and at the end of, the **Guaranteed Minimum Death Benefit Amount** provision.

Terms used in this Rider have the same meaning as in the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)**.

Guaranteed Death Benefit Amount

The Death Benefit Adjustment will be based upon the GLWB Death Benefit Amount described below unless the Contract or another rider attached to, and made part of the Contract, results in a higher Death Benefit Adjustment.

GLWB Death Benefit Amount. If this Rider is issued at the same time as your Contract, the initial GLWB Death Benefit Amount is equal to your initial net Purchase Payment (excluding extra credits, if any). If this Rider is added on a later anniversary, the initial GLWB Death Benefit Amount is the Contract Value on the Rider Date. Thereafter, except as provided under the **Excess Withdrawal** provision below, the GLWB Death Benefit Amount equals (a) + (b) – (c) where:

- (a) is the GLWB Death Benefit Amount on the previous day;
- (b) is the amount of any net Purchase Payments (excluding extra credits, if any) made on that day; and
- (c) is the dollar amount of any withdrawals taken on that day that are not Excess Withdrawals.

If the GLWB Rider is extended under the **Extended Annuitization** provision of the GLWB Rider, this Rider will also be extended for the same period, unless otherwise terminated under the **Termination of Rider** provision of this Rider. In addition, if the GLWB Death Benefit is greater than zero when the GLWB Rider enters the Lifetime Annuity Period, it will continue effective, but will be reduced by the dollar amount of each MAW Annuity payment.

In the case of a Spousal Continuation, the GLWB Death Benefit Amount will initially be set equal to the Contract Value (after the Death Benefit Adjustment, if any) if greater than the then current GLWB Death Benefit. We will only allow one exercise of spousal continuation for this Rider.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is taken prior to the Annuitant reaching the Lifetime Withdrawal Age; or
- (2) it is taken during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceeds the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW, is recognized as an Excess Withdrawal; and
- (3) once you are eligible for RMD treatment, it is deemed an Excess Withdrawal under the Required Minimum Distribution provision below.

Any Excess Withdrawals taken will cause the GLWB Death Benefit to be adjusted on that day. The new GLWB Death Benefit will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1-(b)/(c)] where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) – (b) where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Effective Date

If this Rider is issued with your Contract, it takes effect on the Contract Date shown on the Contract Specifications Page 3.

In our sole discretion, we may allow this Rider to be added to previously issued contracts. In this case it may be added only on an anniversary of the Contract Date. However, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)** must be attached to, and made part of, the Contract prior to, or on, the anniversary of the Contract Date on which this Rider takes effect.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if: (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year. If you die during a Contract Year for which you are eligible for RMD treatment and your spouse elects to continue the Contract and this Rider as the permitted Spousal Continuation, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year, once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving spouse qualifies for RMD treatment, the surviving spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation** or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the factors set forth in the third paragraph of this provision. If the surviving spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in force, we will deduct from your Contract Value a Guaranteed Death Benefit Rider Charge equal to the product of the Guaranteed Death Benefit Rider Charge Rate and the Guaranteed Death Benefit Amount.

The Rider Charge Rate is (1) the applicable rate shown on the Contract Specifications Page, if the Rider was issued at the same time as the Contract; or (2) the applicable rate shown on the corresponding Amendment to your Contract, if the Rider was issued after the Contract Date. The Rider Charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against the amount allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher.

Termination of Rider

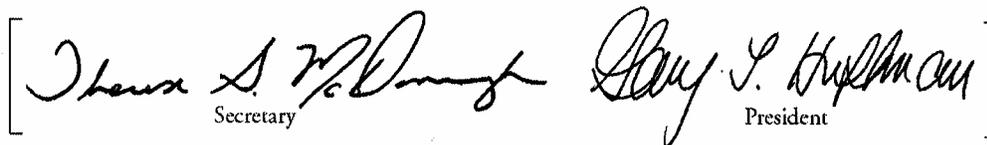
You may not cancel this Rider, unless we otherwise agree. This Rider will terminate upon: (a) the date the Contract is terminated in accordance with its terms, unless otherwise provided in this Rider; (b) the date the GLWB Death Benefit Amount is reduced to zero; (c) the date of an Excess Withdrawal which reduces the Contract Value to zero; (d) the date on which the GLWB Rider terminates; (e) the commencement of an Annuity Option other than the MAW Annuity; (f) a transfer or an assignment as described below; or (g) the death of the Annuitant, except in the case of Spousal Continuation.

If (1) the surviving spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of Spousal Continuation at the same time; and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted Spousal Continuation on or before [28] days after the date when we received the proof of death.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the Contract or the benefits under this Rider other than through the permitted **Spousal Continuation** as set forth in the Contract. If you make such a transfer, assignment, or conveyance of the Contract or the benefits under this Rider, this Rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the Contract is held by a trust, in a custodial account, or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY


Secretary President

Rider

Premium Protection Death Benefit Joint Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls. This Rider is only available if, as of the Effective Date, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)** is also attached to, and made part of, your Contract.

As long as this Rider remains in force, the following **Guaranteed Death Benefit Amount** provision is added to, and made part of, your Contract as a subheading under, and at the end of, the **Guaranteed Minimum Death Benefit Amount** provision.

Terms used in this Rider have the same meaning as in the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)**.

Guaranteed Death Benefit Amount

The Death Benefit Adjustment will be based upon the GLWB Death Benefit Amount described below unless the Contract or another rider attached to, and made part of the Contract, results in a higher Death Benefit Adjustment.

GLWB Death Benefit Amount. If this Rider is issued at the same time as your Contract, the initial GLWB Death Benefit Amount is equal to your initial net Purchase Payment (excluding extra credits, if any). If this Rider is added on a later anniversary, the initial GLWB Death Benefit Amount is the Contract Value on the Rider Date. Thereafter, except as provided under the **Excess Withdrawal** provision below, the GLWB Death Benefit Amount equals (a) + (b) – (c) where:

- (a) is the GLWB Death Benefit Amount on the previous day;
- (b) is the amount of any net Purchase Payments (excluding extra credits, if any) made on that day; and
- (c) is the dollar amount of any withdrawals taken on that day that are not Excess Withdrawals.

If the GLWB Rider is extended under the **Extended Annuitization** provision of the GLWB Rider, this Rider will also be extended for the same period, unless otherwise terminated under the **Termination of Rider** provision of this Rider. In addition, if the GLWB Death Benefit is greater than zero when the GLWB Rider enters the Lifetime Annuity Period, it will continue effective, but will be reduced by the dollar amount of each MAW Annuity payment.

In the case of a **Spousal Continuation**, the GLWB Death Benefit Amount will initially be set equal to the Contract Value (after the Death Benefit Adjustment, if any) if greater than the then current GLWB Death Benefit. We will only allow one exercise of **Spousal Continuation** for this Rider.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is taken prior to the youngest Participating Spouse reaching the Lifetime Withdrawal Age; or
- (2) it is taken during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceeds the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW, is recognized as an Excess Withdrawal; and

- (3) once you are eligible for RMD treatment, it is deemed an Excess Withdrawal under the Required Minimum Distribution provision below.

Any Excess Withdrawals taken will cause the GLWB Death Benefit to be adjusted on that day. The new GLWB Death Benefit will be set to equal the lesser of (1) or (2) where:

(1) equals (a) x [1-(b)/(c)] where:

- (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal;
- (b) is the amount of the Excess Withdrawal;
- (c) is the Contract Value immediately before the Excess Withdrawal; and

(2) equals (a) – (b) where:

- (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal; and
- (b) is the amount of the Excess Withdrawal.

Effective Date

If this Rider is issued with your Contract, it takes effect on the Contract Date shown in the Contract Specifications Page 3.

In our sole discretion, we may allow this Rider to be added to previously issued contracts. In this case it may be added only on an anniversary of the Contract Date. However, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)** must be attached to, and made part of, the Contract prior to, or on, the anniversary of the Contract Date on which this Rider takes effect.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if: (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 and the youngest Participating Spouse has attained age 59 1/2. If you die during a Contract Year for which you are eligible for RMD treatment and your Participating Spouse elects to continue the Contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year, once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your Participating Spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such Participating Spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving Participating Spouse qualifies for RMD treatment, the surviving Participating Spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation** or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the factors set forth in the third paragraph of this provision. If the surviving Participating Spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving Participating Spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in force, we will deduct from your Contract Value a Guaranteed Death Benefit Rider Charge equal to the product of the Guaranteed Death Benefit Rider Charge Rate and the Guaranteed Death Benefit Amount.

The Rider Charge Rate is (1) the applicable rate shown on the Contract Specifications Page, if the Rider was issued at the same time as the Contract; or (2) the applicable rate shown on the corresponding Amendment to your Contract, if the Rider was issued after the Contract Date. The Rider Charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against the amount allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

Rider

Premium Protection Plus Death Benefit Single Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls. This Rider is only available if, as of the Effective Date, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)** is also attached to, and made part of, your Contract.

As long as this Rider remains in force, the following **Guaranteed Death Benefit Amount** provision is added to, and made part of, your Contract as a subheading under, and at the end of, the **Guaranteed Minimum Death Benefit Amount** provision.

Terms used in this Rider have the same meaning as in the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)**.

Guaranteed Death Benefit Amount

The Death Benefit Adjustment will be based upon the GLWB Death Benefit Amount described below unless the Contract or another rider attached to, and made part of the Contract, results in a higher Death Benefit Adjustment.

GLWB Death Benefit Amount. If this Rider is issued at the same time as your Contract, the initial GLWB Death Benefit Amount is equal to your initial net Purchase Payment (excluding extra credits, if any). If this Rider is added on a later anniversary, the initial GLWB Death Benefit Amount is the Contract Value on the Rider Date. Thereafter, except as provided under the **Excess Withdrawal** provision below, the GLWB Death Benefit Amount equals (a) + (b) - (c) where:

- (a) is the GLWB Death Benefit Amount on the previous day;
- (b) is the amount of any net Purchase Payments (excluding extra credits, if any) made on that day; and
- (c) is the dollar amount of any withdrawals taken on that day that are not Excess Withdrawals taken following the Anniversary of the Rider Date on or immediately after the Annuitant attains age [85].

On the [seventh] Anniversary of the Rider Date, the GLWB Death Benefit Amount will automatically step up to the Contract value, if the Contract value is greater than the GLWB Death Benefit Amount, unless you have declined the step up as described in the **Charge for Rider** provision.

If the GLWB Rider is extended under the **Extended Annuitization** provision of the GLWB Rider, this Rider will also be extended for the same period, unless otherwise terminated under the **Termination of Rider** provision of this Rider. In addition, if, on the Anniversary of the Rider Date immediately following the Annuitant's [95th] birthday, the GLWB Death Benefit is greater than zero, it will stay in effect, but it will be reduced by the dollar amount of each MAW Annuity payment. If the GLWB Rider enters the Lifetime Annuity Period prior to the Anniversary of the Rider Date after the Annuitant's [95th] birthday, this Rider terminates with no Death Benefit.

In the case of a **Spousal Continuation**, the GLWB Death Benefit Amount will initially be set equal to the Contract Value (after the Death Benefit Adjustment, if any) if greater than the then current GLWB Death Benefit. We will only allow one exercise of spousal continuation for this Rider.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is taken prior to the Annuitant reaching the Lifetime Withdrawal Age; or
- (2) it is taken during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceeds the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW, is recognized as an Excess Withdrawal; and
- (3) once you are eligible for RMD treatment, it is deemed an Excess Withdrawal under the Required Minimum Distribution provision below.

Any Excess Withdrawals taken will cause the GLWB Death Benefit to be adjusted on that day. The new GLWB Death Benefit will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1-(b)/(c)] where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) - (b) where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Effective Date

If this Rider is issued with your Contract, it takes effect on the Contract Date shown on the Contract Specifications Page 3.

In our sole discretion, we may allow this Rider to be added to previously issued contracts. In this case it may be added only on an anniversary of the Contract Date. However, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)** must be attached to, and made part of, the Contract prior to, or on, the anniversary of the Contract Date on which this Rider takes effect.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if: (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year. If you die during a Contract Year for which you are eligible for RMD treatment and your spouse elects to continue the Contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year, once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving spouse qualifies for RMD treatment, the surviving spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation** or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the factors set forth in the third paragraph of this provision. If the surviving spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in force, we will deduct from your Contract Value a Guaranteed Death Benefit Rider Charge equal to the product of the Guaranteed Death Benefit Rider Charge Rate and the Guaranteed Death Benefit Amount.

The Rider Charge Rate is (1) the applicable rate shown on the Contract Specifications Page, if the Rider was issued at the same time as the Contract and the GLWB Death Benefit Amount has not yet increased as a result of a step up; (2) the applicable rate shown on the corresponding Amendment to your Contract, if the Rider was issued after the Contract Date and the GLWB Death Benefit Amount has not yet increased as a result of the step up; or (3) if greater, the rate declared by us at the time of the step up. The charge increase at the time of the step up will be no greater than the charge for new issues of this Rider form in effect on the date of the step up, if such Rider is then offered by us. It will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page.

You may avoid a Rider Charge Rate increase by declining the step up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate.

The Rider Charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against the amount allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless the step up has occurred).

Termination of Rider

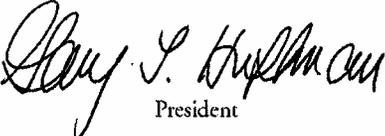
You may not cancel this Rider, unless we otherwise agree. This Rider will terminate on: (a) the date the Contract is terminated in accordance with its terms, unless otherwise provided in this Rider; (b) the date the GLWB Death Benefit Amount is reduced to zero; (c) the date of an Excess Withdrawal which reduces the Contract Value to zero; (d) the date you enter the Lifetime Annuity Period because your Contract Value is reduced to zero; (e) the date on which the GLWB Rider terminates; (f) the commencement of an Annuity Option other than the MAW Annuity; or (g) a transfer or an assignment as described below; or (h) the death of the Annuitant, except in the case of **Spousal Continuation**.

If (1) the surviving spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of **Spousal Continuation** at the same time; and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted Spousal Continuation on or before [28] days after the date when we received the proof of death.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the Contract or the benefits under this Rider other than through a **Spousal Continuation** as set forth in the Contract. If you make such a transfer, assignment, or conveyance of the Contract or the benefits under this Rider, this Rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the Contract is held by a trust, in a custodial account, or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Shawn A. McDaniel
Secretary  Gary J. Huffman
President]

Rider

Premium Protection Plus Death Benefit Joint Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls. This Rider is only available if, as of the Effective Date, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)** is also attached to, and made part of, your Contract.

As long as this Rider remains in force, the following **Guaranteed Death Benefit Amount** provision is added to, and made part of, your Contract as a subheading under, and at the end of, the **Guaranteed Minimum Death Benefit Amount** provision.

Terms used in this Rider have the same meaning as in the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)**.

Guaranteed Death Benefit Amount

The Death Benefit Adjustment will be based upon the GLWB Death Benefit Amount described below unless the Contract or another rider attached to, and made part of the Contract, results in a higher Death Benefit Adjustment.

GLWB Death Benefit Amount. If this Rider is issued at the same time as your Contract, the initial GLWB Death Benefit Amount is equal to your initial net Purchase Payment (excluding extra credits, if any). If this Rider is added on a later anniversary, the initial GLWB Death Benefit Amount is the Contract Value on the Rider Date. Thereafter, except as provided under the **Excess Withdrawal** provision below, the GLWB Death Benefit Amount equals (a) + (b) - (c) where:

- (a) is the GLWB Death Benefit Amount on the previous day;
- (b) is the amount of any net Purchase Payments (excluding extra credits, if any) made on that day; and
- (c) is the dollar amount of any withdrawals taken on that day that are not Excess Withdrawals taken following the Anniversary of the Rider Date on or immediately after the Annuitant attains age [85].

On the [seventh] Anniversary of the Rider Date, the GLWB Death Benefit Amount will automatically step up to the Contract value, if the Contract value is greater than the GLWB Death Benefit Amount, unless you have declined the step up as described in the **Charge for Rider** provision.

If the GLWB Rider is extended under the **Extended Annuitization** provision of the GLWB Rider, this Rider will also be extended for the same period, unless otherwise terminated under the **Termination of Rider** provision of this Rider. In addition, if, on the Anniversary of the Rider Date immediately following the Annuitant's [95th] birthday, the GLWB Death Benefit is greater than zero, it will stay in effect, but it will be reduced by the dollar amount of each MAW Annuity payment. If the GLWB Rider enters the Lifetime Annuity Period prior to the Anniversary of the Rider Date after the Annuitant's [95th] birthday, this Rider terminates with no Death Benefit.

In the case of a **Spousal Continuation**, the GLWB Death Benefit Amount will initially be set equal to the Contract Value (after the Death Benefit Adjustment, if any) if greater than the then current GLWB Death Benefit. We will only allow one exercise of **Spousal Continuation** for this Rider.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is taken prior to the youngest Participating Spouse reaching the Lifetime Withdrawal Age; or
- (2) it is taken during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceeds the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW, is recognized as an Excess Withdrawal; and
- (3) once you are eligible for RMD treatment, it is deemed an Excess Withdrawal under the Required Minimum Distribution provision below.

Any Excess Withdrawals taken will cause the GLWB Death Benefit to be adjusted on that day. The new GLWB Death Benefit will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1-(b)/(c)] where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) - (b) where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Effective Date

If this Rider is issued with your Contract, it takes effect on the Contract Date shown on the Contract Specifications Page 3.

In our sole discretion, we may allow this Rider to be added to previously issued contracts. In this case it may be added only on an anniversary of the Contract Date. However, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)** must be attached to, and made part of, the Contract prior to, or on, the anniversary of the Contract Date on which this Rider takes effect.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if: (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 and the youngest Participating Spouse has attained age 59 1/2. If you die during a Contract Year for which you are eligible for RMD treatment and your Participating Spouse elects to continue the Contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year, once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your Participating Spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such Participating Spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving Participating Spouse qualifies for RMD treatment, the surviving Participating Spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation** or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the factors set forth in the third paragraph of this provision. If the surviving Participating Spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving Participating Spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in force, we will deduct from your Contract Value a Guaranteed Death Benefit Rider Charge equal to the product of the Guaranteed Death Benefit Rider Charge Rate and the Guaranteed Death Benefit Amount.

The Rider Charge Rate is (1) the applicable rate shown on the Contract Specifications Page, if the Rider was issued at the same time as the Contract and the GLWB Death Benefit Amount has not yet increased as a result of a step up; (2) the applicable rate shown on the corresponding Amendment to your Contract, if the Rider was issued after the Contract Date and the GLWB Death Benefit Amount has not yet increased as a result of the step up; or (3) if greater, the rate declared by us at the time of the step up. The charge increase at the time of the step up will be no greater than the charge for new issues of this Rider form in effect on the date of the step up, if such Rider is then offered by us. It will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page.

You may avoid a Rider Charge Rate increase by declining the step up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate.

The Rider Charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against the amount allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless the step up has occurred).

Termination of Rider

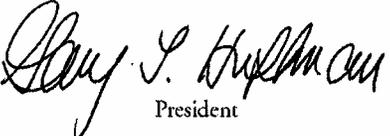
You may not cancel this Rider, unless we otherwise agree. This Rider will terminate on: (a) the date the Contract is terminated in accordance with its terms, unless otherwise provided in this Rider; (b) the date the GLWB Death Benefit Amount is reduced to zero; (c) the date of an Excess Withdrawal which reduces the Contract Value to zero; (d) the date you enter the Lifetime Annuity Period because your Contract Value is reduced to zero; (e) the date on which the GLWB Rider terminates; (f) the commencement of an Annuity Option other than the MAW Annuity; or (g) a transfer or an assignment as described below; or (h) the death of the Annuitant, except in the case of **Spousal Continuation**.

If (1) the surviving Participating Spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of **Spousal Continuation** at the same time; and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted **Spousal Continuation** on or before [28] days after the date when we received the proof of death.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the Contract or the benefits under this Rider other than through a **Spousal Continuation** as set forth in the Contract. If you make such a transfer, assignment, or conveyance of the Contract or the benefits under this Rider, this Rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the Contract is held by a trust, in a custodial account, or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Premium Protection Plus Death Benefit Single Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls. This Rider is only available if, as of the Effective Date, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)** is also attached to, and made part of, your Contract.

As long as this Rider remains in force, the following **Guaranteed Death Benefit Amount** provision is added to, and made part of, your Contract as a subheading under, and at the end of, the **Guaranteed Minimum Death Benefit Amount** provision.

Terms used in this Rider have the same meaning as in the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)**.

Guaranteed Death Benefit Amount

The Death Benefit Adjustment will be based upon the GLWB Death Benefit Amount described below unless the Contract or another rider attached to, and made part of the Contract, results in a higher Death Benefit Adjustment.

GLWB Death Benefit Amount. If this Rider is issued at the same time as your Contract, the initial GLWB Death Benefit Amount is equal to your initial net Purchase Payment (excluding extra credits, if any). If this Rider is added on a later anniversary, the initial GLWB Death Benefit Amount is the Contract Value on the Rider Date. Thereafter, except as provided under the **Excess Withdrawal** provision below, the GLWB Death Benefit Amount equals (a) + (b) - (c) where:

- (a) is the GLWB Death Benefit Amount on the previous day;
- (b) is the amount of any net Purchase Payments (excluding extra credits, if any) made on that day; and
- (c) is the dollar amount of any withdrawals taken on that day that are not Excess Withdrawals taken following the Anniversary of the Rider Date on or immediately after the Annuitant attains age [85].

On the [seventh] Anniversary of the Rider Date, the GLWB Death Benefit Amount will automatically step up to the Contract value, if the Contract value is greater than the GLWB Death Benefit Amount, unless you have declined the step up as described in the **Charge for Rider** provision. If any Extra Credits included due to the [seventh] year step up are subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract, we reserve the right to deduct the forfeited Extra Credits from the **Guaranteed Death Benefit Amount**.

If the GLWB Rider is extended under the **Extended Annuitization** provision of the GLWB Rider, this Rider will also be extended for the same period, unless otherwise terminated under the **Termination of Rider** provision of this Rider. In addition, if, on the Anniversary of the Rider Date immediately following the Annuitant's [95th] birthday, the GLWB Death Benefit is greater than zero, it will stay in effect, but it will be reduced by the dollar amount of each MAW Annuity payment. If the GLWB Rider enters the Lifetime Annuity Period prior to the Anniversary of the Rider Date after the Annuitant's [95th] birthday, this Rider terminates with no Death Benefit.

In the case of a Spousal Continuation, the GLWB Death Benefit Amount will initially be set equal to the Contract Value (after the Death Benefit Adjustment, if any) if greater than the then current GLWB Death Benefit. We will only allow one exercise of spousal continuation for this Rider.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is taken prior to the Annuitant reaching the Lifetime Withdrawal Age; or
- (2) it is taken during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceeds the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW, is recognized as an Excess Withdrawal; and
- (3) once you are eligible for RMD treatment, it is deemed an Excess Withdrawal under the Required Minimum Distribution provision below.

Any Excess Withdrawals taken will cause the GLWB Death Benefit to be adjusted on that day. The new GLWB Death Benefit will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1-(b)/(c)] where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) - (b) where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Effective Date

If this Rider is issued with your Contract, it takes effect on the Contract Date shown on the Contract Specifications Page 3.

In our sole discretion, we may allow this Rider to be added to previously issued contracts. In this case it may be added only on an anniversary of the Contract Date. However, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Single Life)** must be attached to, and made part of, the Contract prior to, or on, the anniversary of the Contract Date on which this Rider takes effect.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if: (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 in the calendar year. If you die during a Contract Year for which you are eligible for RMD treatment and your spouse elects to continue the Contract and this Rider as the permitted Spousal Continuation, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year, once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving spouse qualifies for RMD treatment, the surviving spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation** or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the factors set forth in the third paragraph of this provision. If the surviving spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in force, we will deduct from your Contract Value a Guaranteed Death Benefit Rider Charge equal to the product of the Guaranteed Death Benefit Rider Charge Rate and the Guaranteed Death Benefit Amount.

Rider

Premium Protection Plus Death Benefit Joint Life

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls. This Rider is only available if, as of the Effective Date, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)** is also attached to, and made part of, your Contract.

As long as this Rider remains in force, the following **Guaranteed Death Benefit Amount** provision is added to, and made part of, your Contract as a subheading under, and at the end of, the **Guaranteed Minimum Death Benefit Amount** provision.

Terms used in this Rider have the same meaning as in the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)**.

Guaranteed Death Benefit Amount

The Death Benefit Adjustment will be based upon the GLWB Death Benefit Amount described below unless the Contract or another rider attached to, and made part of the Contract, results in a higher Death Benefit Adjustment.

GLWB Death Benefit Amount. If this Rider is issued at the same time as your Contract, the initial GLWB Death Benefit Amount is equal to your initial net Purchase Payment (excluding extra credits, if any). If this Rider is added on a later anniversary, the initial GLWB Death Benefit Amount is the Contract Value on the Rider Date. Thereafter, except as provided under the **Excess Withdrawal** provision below, the GLWB Death Benefit Amount equals (a) + (b) - (c) where:

- (a) is the GLWB Death Benefit Amount on the previous day;
- (b) is the amount of any net Purchase Payments (excluding extra credits, if any) made on that day; and
- (c) is the dollar amount of any withdrawals taken on that day that are not Excess Withdrawals taken following the Anniversary of the Rider Date on or immediately after the Annuitant attains age [85].

On the [seventh] Anniversary of the Rider Date, the GLWB Death Benefit Amount will automatically step up to the Contract value, if the Contract value is greater than the GLWB Death Benefit Amount, unless you have declined the step up as described in the **Charge for Rider** provision. If any Extra Credits included due to the [seventh] year step up are subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract, we reserve the right to deduct the forfeited Extra Credits from the **Guaranteed Death Benefit Amount**.

If the GLWB Rider is extended under the **Extended Annuitization** provision of the GLWB Rider, this Rider will also be extended for the same period, unless otherwise terminated under the **Termination of Rider** provision of this Rider. In addition, if, on the Anniversary of the Rider Date immediately following the Annuitant's [95th] birthday, the GLWB Death Benefit is greater than zero, it will stay in effect, but it will be reduced by the dollar amount of each MAW Annuity payment. If the GLWB Rider enters the Lifetime Annuity Period prior to the Anniversary of the Rider Date after the Annuitant's [95th] birthday, this Rider terminates with no Death Benefit.

In the case of a **Spousal Continuation**, the GLWB Death Benefit Amount will initially be set equal to the Contract Value (after the Death Benefit Adjustment, if any) if greater than the then current GLWB Death Benefit. We will only allow one exercise of **Spousal Continuation** for this Rider.

Excess Withdrawals

A withdrawal is deemed to be an Excess Withdrawal if it satisfies one of the following:

- (1) it is taken prior to the youngest Participating Spouse reaching the Lifetime Withdrawal Age; or
- (2) it is taken during the Lifetime Withdrawal Period and the total withdrawals for the Contract Year after this withdrawal is made exceeds the MAW; however, only the excess of (a) total withdrawals for the Contract Year after this withdrawal is made, less prior Excess Withdrawals, over (b) the greater of (i) the total withdrawals for the Contract Year excluding this withdrawal, less prior Excess Withdrawals, or (ii) the MAW, is recognized as an Excess Withdrawal; and
- (3) once you are eligible for RMD treatment, it is deemed an Excess Withdrawal under the Required Minimum Distribution provision below.

Any Excess Withdrawals taken will cause the GLWB Death Benefit to be adjusted on that day. The new GLWB Death Benefit will be set to equal the lesser of (1) or (2) where:

- (1) equals (a) x [1-(b)/(c)] where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal;
 - (b) is the amount of the Excess Withdrawal;
 - (c) is the Contract Value immediately before the Excess Withdrawal; and
- (2) equals (a) - (b) where:
 - (a) is the GLWB Death Benefit immediately prior to the Excess Withdrawal; and
 - (b) is the amount of the Excess Withdrawal.

Effective Date

If this Rider is issued with your Contract, it takes effect on the Contract Date shown on the Contract Specifications Page 3.

In our sole discretion, we may allow this Rider to be added to previously issued contracts. In this case it may be added only on an anniversary of the Contract Date. However, the **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider (Joint Life)** must be attached to, and made part of, the Contract prior to, or on, the anniversary of the Contract Date on which this Rider takes effect.

Required Minimum Distributions

This provision only applies if your Contract is a Qualified Contract and is subject to minimum distribution requirements under the Required Minimum Distribution (RMD) Regulations under the Code. Your RMD is based solely on this Contract.

On or after January 1 of the first calendar year after the Rider Date, you will receive RMD treatment if: (1) your Contract is a Qualified Contract; (2) it is subject to the minimum distribution requirements under the RMD Regulations under the Code; and (3) you have attained the age of 70 1/2 and the youngest Participating Spouse has attained age 59 1/2. If you die during a Contract Year for which you are eligible for RMD treatment and your Participating Spouse elects to continue the Contract and this Rider as the permitted **Spousal Continuation**, we will allow RMD treatment to continue based upon your required minimum distributions until the end of the calendar year of your death.

A withdrawal in any Contract Year after you are eligible for RMD treatment will not be an Excess Withdrawal if that withdrawal does not cause the total withdrawals for the Contract Year to exceed the greater of the MAW (Contract Year basis for withdrawals) or your RMD for the calendar year starting the immediately prior January 1 to that Anniversary of the Rider Date.

On or before January 25 of any calendar year, once you have qualified for RMD treatment as described above, you may elect monthly RMD treatment. Once monthly RMD treatment is elected, any withdrawal will be deemed an Excess Withdrawal if the amount withdrawn in any month exceeds the greater of one-twelfth of:

- (a) your MAW (Contract Year basis for withdrawals); or
- (b) your remaining RMD for each calendar year starting with the calendar year in which you elect the monthly treatment.

Once you elect monthly RMD treatment, you cannot revoke it. In each year after you elect monthly RMD treatment, you must take your monthly withdrawal on the same day each month. The day you select for your monthly withdrawals must be on or before the twenty-fifth day of each month. If the day you have selected to receive monthly payments is not a business day, we will make the payment on the next business day. You may, by Notice to us, elect not to make one or more monthly withdrawals after you elect monthly RMD treatment, but, if you do not take a withdrawal in a month, you may not take that withdrawal in any other month. If you do so, that withdrawal will be considered an Excess Withdrawal.

If your Participating Spouse continues the Contract and this Rider under the permitted **Spousal Continuation** provision, such Participating Spouse will receive RMD treatment if he or she meets the criteria set forth in the second paragraph of this provision to qualify for RMD treatment. If you elected monthly RMD treatment, and the surviving Participating Spouse qualifies for RMD treatment, the surviving Participating Spouse will automatically continue such monthly RMD treatment unless he or she elects by Notice to us within 30 days of the later of: (1) the exercise of the permitted **Spousal Continuation** or (2) the end of the calendar year in which you died, to rescind the election to take monthly RMD treatment. In that event, whether any withdrawals will be deemed excess withdrawals will be based solely upon the factors set forth in the third paragraph of this provision. If the surviving Participating Spouse does not qualify for RMD treatment, the determination of whether a withdrawal is an excess withdrawal is based upon the MAW until such time as he or she qualifies for RMD treatment, based on his/her RMD in the next calendar year. If such surviving Participating Spouse was not eligible for RMD treatment, or elected to rescind monthly RMD treatment, he or she will be eligible to elect monthly RMD treatment in the future should he or she wish to do so by Notice to us. Except as noted above, for the remainder of the calendar year of your death, the total amount of withdrawals which qualify for RMD treatment upon the permitted **Spousal Continuation** is based on the required minimum distributions for the deceased spouse.

Once and while RMD treatment is in effect, we reserve the right not to accept additional Purchase Payments.

We reserve the right to modify or eliminate the RMD treatment for withdrawals if there is any change to the Internal Revenue Code or Internal Revenue Service (IRS) rules or regulations relating to Required Minimum Distributions. This includes the issuance of relevant IRS guidance. If we exercise this right to modify or eliminate the RMD treatment for withdrawals then any distribution in excess of your revised RMD, if any, or MAW will be an Excess Withdrawal. We will provide you 30 days written notice of any change in the RMD treatment for withdrawals, when practicable.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Charge for Rider

On each Anniversary of the Rider Date that this Rider is in force, we will deduct from your Contract Value a Guaranteed Death Benefit Rider Charge equal to the product of the Guaranteed Death Benefit Rider Charge Rate and the Guaranteed Death Benefit Amount.

The Rider Charge Rate is (1) the applicable rate shown on the Contract Specifications Page, if the Rider was issued at the same time as the Contract and the GLWB Death Benefit Amount has not yet increased as a result of a step up; (2) the applicable rate shown on the corresponding Amendment to your Contract, if the Rider was issued after the Contract Date and the GLWB Death Benefit Amount has not yet increased as a result of the step up; or (3) if greater, the rate declared by us at the time of the step up. The charge increase at the time of the step up will be no greater than the charge for new issues of this Rider form in effect on the date of the step up, if such Rider is then offered by us. It will never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page.

You may avoid a Rider Charge Rate increase by declining the step up in a form acceptable to us within 30 days of our Notice of a new declared Rider Charge Rate.

The Rider Charge will be deducted from all investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. However, charges will not be pro rated against the amount allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider.

We may lower the charge for this Rider on any Anniversary of the Rider Date. If we reduce the charge for this Rider in any Contract Year, we may increase the charge for this Rider in any later Contract Year up to the Rider Charge Rate shown on the Contract Specifications Page, but no higher (unless the step up has occurred).

Termination of Rider

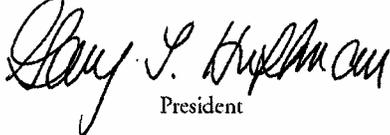
You may not cancel this Rider, unless we otherwise agree. This Rider will terminate on: (a) the date the Contract is terminated in accordance with its terms, unless otherwise provided in this Rider; (b) the date the GLWB Death Benefit Amount is reduced to zero; (c) the date of an Excess Withdrawal which reduces the Contract Value to zero; (d) the date you enter the Lifetime Annuity Period because your Contract Value is reduced to zero; (e) the date on which the GLWB Rider terminates; (f) the commencement of an Annuity Option other than the MAW Annuity; or (g) a transfer or an assignment as described below; or (h) the death of the Annuitant, except in the case of **Spousal Continuation**.

If (1) the surviving Participating Spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of **Spousal Continuation** at the same time; and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted **Spousal Continuation** on or before [28] days after the date when we received the proof of death.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the Contract or the benefits under this Rider other than through a **Spousal Continuation** as set forth in the Contract. If you make such a transfer, assignment, or conveyance of the Contract or the benefits under this Rider, this Rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the Contract is held by a trust, in a custodial account, or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Secretary  President]

Rider

Guaranteed Principal Protection

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

Effective Date

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page. If this Rider is issued after the Contract, it takes effect on the Contract anniversary date.

Rider Term

This Rider has an initial [10]-year term. If this Rider is issued at the same time as your Contract, the Initial Guaranteed Principal Protection Expiration Date is set forth on page 3 of the Contract. If it is issued after the Contract, the Initial Guaranteed Principal Protection Expiration Date is set forth on the corresponding amendment to the Contract.

Guaranteed Principal Amount

At the end of this Rider's [10]-year term, if your Eligible Contract Value is less than your Guaranteed Principal Amount, then we will increase the value of your Contract by the difference between the Guaranteed Principal Amount and the Eligible Contract Value, as long as this Rider has remained in force through the end of the term without being reset.

If this Rider is issued at the same time as your Contract:

Guaranteed Principal Amount is equal to (A) plus (B) minus (C), where:

- A = 100 percent of your net Purchase Payment (excluding extra credits, if any) made on the Contract Date;
- B = 100 percent of any additional net Purchase Payments (excluding extra credits, if any) made on or before the six month anniversary of the Contract Date; and
- C = a pro rata adjustment for any withdrawals made while this Rider is in force. The pro rata adjustment is the amount of the withdrawal times a fraction equal to (a) over (b) where: (a) equals the Guaranteed Principal Amount immediately prior to the withdrawal; and (b) equals the Eligible Contract Value immediately prior to the withdrawal. In other words, a withdrawal reduces the Guaranteed Principal Amount by the same percentage by which the withdrawal reduces the Eligible Contract Value.

Eligible Contract Value is equal to:

- i. 100 percent of your net Purchase Payment (excluding extra credits, if any) made on the Contract Date;
- ii. plus 100 percent of any additional net Purchase Payments (excluding extra credits, if any) made on or before the six month anniversary of the Contract Date;
- iii. plus any gains, or less any losses, attributable to (i) and (ii) above;
- iv. less the dollar amount of any withdrawals; and
- v. less rider and contract charges attributable to (i) and (ii) above.

If this Rider is issued after your Contract:

Guaranteed Principal Amount is equal to (A) minus (B), where:

A = 100 percent of your entire Contract Value on the Rider Date; and

B = a pro rata adjustment for any withdrawals made while this Rider is in force. The pro rata adjustment is the amount of the withdrawal times a fraction equal to (a) over (b) where: (a) equals the Guaranteed Principal Amount immediately prior to the withdrawal; and (b) equals the Eligible Contract Value immediately prior to the withdrawal. In other words, a withdrawal reduces the Guaranteed Principal Amount by the same percentage by which the withdrawal reduces the Eligible Contract Value.

Eligible Contract Value is equal to:

- i. 100 percent of your entire Contract Value on the Rider date;
- ii. plus any gains, or less any losses, attributable to (i) above;
- iii. less the dollar amount of any withdrawals; and
- vi. less rider and contract charges attributable to (i) above.

For purposes of calculating any benefit under this Rider, withdrawals will be taken on a "first-in-first-out" basis as set forth in your Contract. That is, any withdrawal will be taken first from any remaining portion of the total Contract Value resulting from the earliest Purchase Payment. Once the value resulting from any Purchase Payment has been reduced to zero, remaining amounts withdrawn will reduce the value resulting from the earliest of the remaining Purchase Payments. This process shall continue until the withdrawal is completed.

Any benefit amount credited by this Rider will be allocated to the investment portfolios as instructed by you for rebalancing.

Reset Feature

While this Rider is in force, beginning with the [fifth] anniversary of the effective date, this Rider may be reset on any Contract anniversary preceding the Annuitant's age [80]. If you elect to reset this Rider, a new [10]-year term begins on that Contract anniversary date. Subsequent resets are allowed on Contract anniversaries provided that at least [five] years have elapsed since the last reset. Reset is also allowed up to [30] days after the expiration of a [10]-year term. In that event; the effective date of the reset will be retroactive to the anniversary date. No reset will be made unless we receive written notice from you of your intent to reset this Rider. Such notice must be received no later than [30] days after an eligible reset date.

If this Rider is reset:

Guaranteed Principal Amount is equal to (A) minus (B), where:

A = 100 percent of your Contract Value on the reset date; and

B = a pro rata adjustment for any withdrawals made after the reset date. The pro rata adjustment is the amount of the withdrawal times a fraction equal to (a) over (b) where: (a) equals the Guaranteed Principal Amount immediately prior to the withdrawal; and (b) equals the Eligible Contract Value immediately prior to the withdrawal. In other words, a withdrawal reduces the Guaranteed Principal Amount by the same percentage by which the withdrawal reduces the Eligible Contract Value.

Eligible Contract Value is equal to:

- i. 100 percent of your entire Contract Value on the reset date;
- ii. plus any gains, or less any losses, attributable to (i) above;

- iii. less the dollar amount of any withdrawals; and
- vi. less rider and contract charges attributable to (i) above.

Additional Purchase Payments

If this Rider is issued at the same time as your Contract:

Additional Purchase Payments made on or before the six month anniversary of the Contract Date will be included in the Guaranteed Principal Amount and in the calculation of the Eligible Contract Value. Any Purchase Payments made after the Contract has been in force for six months are not included in the Guaranteed Principal Amount or in the calculation of the Eligible Contract Value. Such Purchase Payments also do not affect the amount of the Rider charge, and must be allocated to available investment portfolios as set forth in the **Available Investment Portfolios** provision.

If this Rider is issued after your Contract:

Additional Purchase Payments made after the Rider Date are not included in the Guaranteed Principal Amount or in the calculation of the Eligible Contract Value. Such Purchase Payments also do not affect the amount of the Rider charge, and must be allocated to available investment portfolios as set forth in the **Available Investment Portfolios** provision.

If this Rider is reset:

Additional Purchase Payments made after the reset date are not included in the Guaranteed Principal Amount or in the calculation of the Eligible Contract Value. Such Purchase Payments also do not affect the amount of the Rider charge, and must be allocated to available investment portfolios as set forth in the **Available Investment Portfolios** provision.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Available Investment Portfolios

While this Rider is in force, your Purchase Payments and your Contract Value must be allocated as follows:

- (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts; and
- (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts.

Notwithstanding the above, your Purchase Payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available. They may then be transferred to the subaccounts subject to any restrictions on such transfers as set forth in your Contract or any other applicable rider.

By Notice to us, you may change your Purchase Payment allocations at any time as long as the new allocations continue to satisfy the above investment restrictions.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for Purchase Payments and/or the rebalancing of your Contract to change, unless such request includes new instructions for allocating Purchase Payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to make any change in the classification of a subaccount apply to future Purchase Payments or transfers.

We may limit the availability of any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future Purchase Payments or Contract Value, you must provide us updated allocation instructions that comply with the above-described investment restrictions. If you fail to provide us with new instructions and your allocations of Purchase Payments or Contract Value violates the investment restrictions, this Rider will terminate.

Transfers required after a variable subaccount becomes unavailable for use with this Rider, will not be assessed a transfer fee.

While this Rider is in force, we will rebalance each quarter the amounts in each variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the Contract nor transfers will result in a rebalancing on the date of such transaction.

When you die, if your spouse elects a permitted **Spousal Continuation**, we will not include the proceeds from a death benefit adjustment, if any, in the determination of whether your surviving spouse has complied with these investment restrictions. Unless we receive other investment instructions from your surviving spouse, we will re-allocate the proceeds from such death benefit adjustment to the investment portfolios in your Contract based upon your last rebalancing instructions on the next scheduled rebalancing date.

Transfers

Transfers among available investment portfolios are controlled by the terms of your Contract.

Spousal Continuation

If your surviving spouse becomes the Owner and Annuitant of the Contract upon your death while this Rider is in force, there will be no effect on the Guaranteed Principal Amount, the duration of the [10]-year term, or any rider benefit. The Guaranteed Principal Amount will not reset upon death of the original Owner. However, if there is a death benefit adjustment in the Contract, the Eligible Contract Value will be increased by the pro rata portion of the death benefit adjustment attributable to the Eligible Contract Value. The pro rata adjustment is equal to the amount of the death benefit adjustment multiplied by a fraction equal to (a) over (b) where: (a) is the Eligible Contract Value on the date of the Annuitant's death; and (b) is the total Contract Value on the date of the Annuitant's death. In other words, a death benefit adjustment, assuming a **Spousal Continuation** of the Contract and this Rider, increases the Eligible Contract Value by the same percentage by which the death benefit adjustment increases the total Contract Value.

Charge for Rider

On each Contract anniversary that this Rider is in force, we will deduct from your Contract Value a rider charge equal to the product of the Rider Charge Rate and the Rider Principal Base. (The Rider Principal Base is an average of the Guaranteed Principal Amount at the beginning and end of the Contract year). However, if this Rider is issued at the same time as your Contract, for the first Rider anniversary the beginning Guaranteed Principal Amount will be the sum of (a) plus (b) where: (a) is your Purchase Payment made on the Contract Date; and (b) is any additional Purchase Payments made on or before the six month anniversary of the Contract Date).

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page, if this Rider was issued at the same time as the Contract and has not been reset; (b) the rate shown on the corresponding amendment to your Contract, if this Rider was issued after the Contract and has not been reset; or (c) if greater, the rate declared by us at the time of any reset. The increased charge rate at the time of a reset will be no greater than the charge for new issues of this Rider form in effect on the date of the reset, if such rider form is then offered by us. Such increased charge rate will also never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page. The rider charge will be deducted from all available investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. Charges will not be pro rated against amounts allocated to the Dollar Cost Average Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider. If charges are assessed for a portion of the Contract year, the Rider Principal Base will be the average of the Guaranteed Principal Amount at the beginning of the Contract year and the Guaranteed Principal Amount at the time the charge is assessed.

Addition of Rider

We may allow this Rider to be added after the Contract Date. However, it may only be added on a Contract anniversary date. This Rider may be added retroactively to a Contract anniversary date if we receive written notice on or up to [30] days after the Contract anniversary date. It may not be added after the Annuitant has attained age [80].

Termination of Rider

This Rider will terminate on: (a) the date on which funds are allocated in any manner which violates the investment restrictions; (b) the expiration of its [10]-year term if no reset is elected on and up to [30] days after; (c) the termination of the Annuity Contract, itself; (d) the commencement of an Annuity Option; (e) the death of the Annuitant except in the case of a **Spousal Continuation**; (f) a transfer or assignment as described below; or (g) the subsequent Contract anniversary date after we receive written notice from you to terminate this Rider.

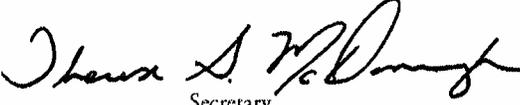
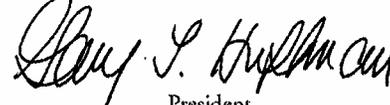
If (1) the surviving spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of Spousal Continuation at the same time; and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted Spousal Continuation on or before [28] days after the date when we received the proof of death.

Except as noted above, if this Rider is terminated, it cannot be reinstated, the Guaranteed Principal Amount will be zero, and any benefit under this Rider will be discontinued; however, we may allow you to purchase a new Guaranteed Principal Protection Rider, if we offer the Rider at that time.

Transfer or Assignment of Ownership

You may not transfer, assign or otherwise convey ownership of the Contract or the benefits under this Rider other than through the permitted **Spousal Continuation** as set forth in the Contract. If you make such a transfer, assignment or conveyance of the Contract or the benefits under this Rider, this Rider shall automatically terminate. Nothing herein shall preclude a change of ownership where the Contract is held by a trust, in a custodial account or in some other representative capacity, as long as the beneficial ownership is not changed.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Shawn A. McQuinn
Secretary  Gary J. Huffman
President]

Rider

Guaranteed Principal Protection

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

Effective Date

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page. If this Rider is issued after the Contract, it takes effect on the Contract anniversary date.

Rider Term

This Rider has an initial [10]-year term. If this Rider is issued at the same time as your Contract, the Initial Guaranteed Principal Protection Expiration Date is set forth on page 3 of the Contract. If it is issued after the Contract, the Initial Guaranteed Principal Protection Expiration Date is set forth on the corresponding amendment to the Contract.

Guaranteed Principal Amount

At the end of this Rider's [10]-year term, if your Eligible Contract Value is less than your Guaranteed Principal Amount, then we will increase the value of your Contract by the difference between the Guaranteed Principal Amount and the Eligible Contract Value, as long as this Rider has remained in force through the end of the term without being reset.

If this Rider is issued at the same time as your Contract:

Guaranteed Principal Amount is equal to (A) plus (B) minus (C), where:

- A = 100 percent of your net Purchase Payment (excluding extra credits, if any) made on the Contract Date;
- B = 100 percent of any additional net Purchase Payments (excluding extra credits, if any) made on or before the six month anniversary of the Contract Date; and
- C = a pro rata adjustment for any withdrawals made while this Rider is in force. The pro rata adjustment is the amount of the withdrawal times a fraction equal to (a) over (b) where: (a) equals the Guaranteed Principal Amount immediately prior to the withdrawal; and (b) equals the Eligible Contract Value immediately prior to the withdrawal. In other words, a withdrawal reduces the Guaranteed Principal Amount by the same percentage by which the withdrawal reduces the Eligible Contract Value.

Eligible Contract Value is equal to:

- i. 100 percent of your net Purchase Payment (excluding extra credits, if any) made on the Contract Date;
- ii. plus 100 percent of any additional net Purchase Payments (excluding extra credits, if any) made on or before the six month anniversary of the Contract Date;
- iii. plus Extra Credits applied to this Contract attributable to (i) and (ii) above;
- iv. plus any gains, or less any losses, attributable to (i) and (ii) above;
- v. less the dollar amount of any withdrawals;

- vi. less any Extra Credits subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract; and
- vii. less rider and contract charges attributable to (i) and (ii) above.

If this Rider is issued after your Contract:

Guaranteed Principal Amount is equal to (A) minus (B) minus (C), where:

A = 100 percent of your entire Contract Value on the Rider Date; and

B = any Extra Credits subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract; and

C = a pro rata adjustment for any withdrawals made while this Rider is in force. The pro rata adjustment is the amount of the withdrawal times a fraction equal to (a) over (b) where: (a) equals the Guaranteed Principal Amount immediately prior to the withdrawal; and (b) equals the Eligible Contract Value immediately prior to the withdrawal. In other words, a withdrawal reduces the Guaranteed Principal Amount by the same percentage by which the withdrawal reduces the Eligible Contract Value.

Eligible Contract Value is equal to:

- i. 100 percent of your entire Contract Value on the Rider date;
- ii. plus any gains, or less any losses, attributable to (i) above;
- iii. less the dollar amount of any withdrawals;
- iv. less any Extra Credits subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract; and
- v. less rider and contract charges attributable to (i) above.

For purposes of calculating any benefit under this Rider, withdrawals will be taken on a "first-in-first-out" basis as set forth in your Contract. That is, any withdrawal will be taken first from any remaining portion of the total Contract Value resulting from the earliest Purchase Payment, then to Extra Credits in the order that the Extra Credits were applied, and then to any earnings. Once the value resulting from any Purchase Payment has been reduced to zero, remaining amounts withdrawn will reduce the value resulting from the earliest of the remaining Purchase Payments. This process shall continue until the withdrawal is completed.

Any benefit amount credited by this Rider will be allocated to the investment portfolios as instructed by you for rebalancing.

Reset Feature

While this Rider is in force, beginning with the [fifth] anniversary of the effective date, this Rider may be reset on any Contract anniversary preceding the Annuitant's age [80]. If you elect to reset this Rider, a new [10]-year term begins on that Contract anniversary date. Subsequent resets are allowed on Contract anniversaries provided that at least [five] years have elapsed since the last reset. Reset is also allowed up to [30] days after the expiration of a [10]-year term. In that event; the effective date of the reset will be retroactive to the anniversary date. No reset will be made unless we receive written notice from you of your intent to reset this Rider. Such notice must be received no later than [30] days after an eligible reset date.

If this Rider is reset:

Guaranteed Principal Amount is equal to (A) minus (B) minus (C), where:

A = 100 percent of your Contract Value on the reset date; and

B = any Extra Credits subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract; and

C = a pro rata adjustment for any withdrawals made after the reset date. The pro rata adjustment is the amount of the withdrawal times a fraction equal to (a) over (b) where: (a) equals the Guaranteed Principal Amount immediately prior to the withdrawal; and (b) equals the Eligible Contract Value immediately prior to the withdrawal. In other words, a withdrawal reduces the Guaranteed Principal Amount by the same percentage by which the withdrawal reduces the Eligible Contract Value.

Eligible Contract Value is equal to:

- i. 100 percent of your entire Contract Value on the reset date;
- ii. plus any gains, or less any losses, attributable to (i) above;
- iii. less the dollar amount of any withdrawals; and
- iv. less any Extra Credits subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract; and
- v. less rider and contract charges attributable to (i) above.

Additional Purchase Payments and Extra Credits

If this Rider is issued with your Contract:

Additional purchase payments made on or before the six-month anniversary of the Contract Date will be included in the initial Guaranteed Principal Amount. Any purchase payments made, and any Extra Credits applied to your Contract, on or before the six-month anniversary of the Contract Date will be included in the calculation of the Eligible Contract Value. If any Extra Credits included in the Eligible Contract Value are subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract, we reserve the right to deduct the forfeited Extra Credits from the Eligible Contract Value.

Any purchase payments made, and any Extra Credits applied to your Contract, after the Contract has been in force for six months are not included in the Guaranteed Principal Amount or in the calculation of the Eligible Contract Value, do not affect the amount of the rider charge, and must be allocated to Available Investment Portfolios as set forth in the **Available Investment Portfolios** provision.

If this Rider is issued after the Contract Date:

If any Extra Credits included in the Guaranteed Principal Amount and Eligible Contract Value as of the Rider Date are subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract, we reserve the right to deduct the forfeited Extra Credits from the Guaranteed Principal Amount and Eligible Contract Value, respectively.

Additional purchase payments made, and any Extra Credits applied to your Contract, after the Rider Date are not included in the Guaranteed Principal Amount or in the calculation of the Eligible Contract Value, do not affect the amount of the rider charge, and must be allocated to Available Investment Portfolios as set forth in the **Available Investment Portfolios** provision.

If this Rider is reset:

If any Extra Credits included in the Guaranteed Principal Amount and Eligible Contract Value as of the Reset Date are subsequently forfeited pursuant to the **Waiver of Contingent Deferred Sales Charge** provision or **Death Benefit Adjustment** provision in your Contract, we reserve the right to deduct the forfeited Extra Credits from the Guaranteed Principal Amount and Eligible Contract Value, respectively.

Additional purchase payments made, and any Extra Credits applied to your Contract, after the Reset Date are not included in the Guaranteed Principal Amount or in the calculation of the Eligible Contract Value, do not affect the amount of the rider charge, and must be allocated to available investment portfolios as set forth in the **Available Investment Portfolios** provision.

Purchase Payment Limitations

In addition to any purchase payment limitations which may exist in your Contract, as long as this Rider is in force, we reserve the right to not allow any additional Purchase Payments.

Available Investment Portfolios

While this Rider is in force, your Purchase Payments and your Contract Value must be allocated as follows:

- (a) A percentage at least equal to the Category I Floor and no greater than the Category I Cap shown on the Contract Specifications Page must be allocated to any combination of subaccounts that we designate as Category I Subaccounts; and
- (b) A percentage no greater than the Category II Cap shown on the Contract Specifications Page may be allocated to any combination of subaccounts that we designate as Category II Subaccounts.

Notwithstanding the above, your Purchase Payments may be allocated to a Dollar Cost Averaging ("DCA") Account, if available. They may then be transferred to the subaccounts subject to any restrictions on such transfers as set forth in your Contract or any other applicable rider.

By Notice to us, you may change your Purchase Payment allocations at any time as long as the new allocations continue to satisfy the above investment restrictions.

Any transfer request that results in moving Contract Value from one category to another must result in a Contract Value allocation that continues to meet the investment restrictions described above. A transfer request will not cause your allocation instructions for Purchase Payments and/or the rebalancing of your Contract to change, unless such request includes new instructions for allocating Purchase Payments and/or for rebalancing.

We will determine for each new variable subaccount the appropriate investment category to place it in. In addition, we reserve the right to change the category classification of any subaccount by written Notice. We reserve the right to make any change in the classification of a subaccount apply to future Purchase Payments or transfers.

We may limit the availability of any subaccount for use with this Rider. If an existing subaccount becomes unavailable for the allocation of future Purchase Payments or Contract Value, you must provide us updated allocation instructions that comply with the above-described investment restrictions. If you fail to provide us with new instructions and your allocations of Purchase Payments or Contract Value violates the investment restrictions, this Rider will terminate.

Transfers required after a variable subaccount becomes unavailable for use with this Rider, will not be assessed a transfer fee.

While this Rider is in force, we will rebalance each quarter the amounts in each variable subaccount based on your rebalance instructions. Such rebalancing will occur on each three-month Anniversary of the Rider Date. If a three-month Anniversary of the Rider Date is not the last day of a Valuation Period, such rebalancing will occur at the end of that Valuation Period. Rebalancing will only occur on the three-month anniversaries of the Rider Date. Neither withdrawals from the Contract nor transfers will result in a rebalancing on the date of such transaction.

When you die, if your spouse elects a permitted **Spousal Continuation**, we will not include the proceeds from a death benefit adjustment, if any, in the determination of whether your surviving spouse has complied with these investment restrictions. Unless we receive other investment instructions from your surviving spouse, we will re-allocate the proceeds from such death benefit adjustment to the investment portfolios in your Contract based upon your last rebalancing instructions on the next scheduled rebalancing date.

Transfers

Transfers among available investment portfolios are controlled by the terms of your Contract.

Spousal Continuation

If your surviving spouse becomes the Owner and Annuitant of the Contract upon your death while this Rider is in force, there will be no effect on the Guaranteed Principal Amount, the duration of the [10]-year term, or any rider benefit. The Guaranteed Principal Amount will not reset upon death of the original Owner. However, if there is a death benefit adjustment in the Contract, the Eligible Contract Value will be increased by the pro rata portion of the death benefit adjustment attributable to the Eligible Contract Value. The pro rata adjustment is equal to the amount of the death benefit adjustment multiplied by a fraction equal to (a) over (b) where: (a) is the Eligible Contract Value on the date of the Annuitant's death; and (b) is the total Contract Value on the date of the Annuitant's death. In other words, a death benefit adjustment, assuming a **Spousal Continuation** of the Contract and this Rider, increases the Eligible Contract Value by the same percentage by which the death benefit adjustment increases the total Contract Value.

Charge for Rider

On each Contract anniversary that this Rider is in force, we will deduct from your Contract Value a rider charge equal to the product of the Rider Charge Rate and the Rider Principal Base. (The Rider Principal Base is an average of the Guaranteed Principal Amount at the beginning and end of the Contract year). However, if this Rider is issued at the same time as your Contract, for the first Rider anniversary the beginning Guaranteed Principal Amount will be the sum of (a) plus (b) where: (a) is your Purchase Payment made on the Contract Date; and (b) is any additional Purchase Payments made on or before the six month anniversary of the Contract Date).

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page, if this Rider was issued at the same time as the Contract and has not been reset; (b) the rate shown on the corresponding amendment to your Contract, if this Rider was issued after the Contract and has not been reset; or (c) if greater, the rate declared by us at the time of any reset. The increased charge rate at the time of a reset will be no greater than the charge for new issues of this Rider form in effect on the date of the reset, if such rider form is then offered by us. Such increased charge rate will also never be more than the Maximum Annual Rider Charge Rate shown on the Contract Specifications Page. The rider charge will be deducted from all available investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. Charges will not be pro rated against amounts allocated to the Dollar Cost Average Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider. If charges are assessed for a portion of the Contract year, the Rider Principal Base will be the average of the Guaranteed Principal Amount at the beginning of the Contract year and the Guaranteed Principal Amount at the time the charge is assessed.

Rider

Guaranteed Principal Protection for the Guaranteed Lifetime Withdrawal Benefit Rider

This Rider is part of your Contract. It is subject to the Contract terms. If the terms of this Rider and the Contract differ, this Rider controls.

Effective Date

The Rider Date is the date that this Rider takes effect. If this Rider is issued at the same time as your Contract, the Rider Date is the Contract Date shown in the Contract Specifications Page. If this Rider is issued after the Contract, it takes effect on the Contract anniversary date.

Rider Term

This Rider has an [8] year term. If this Rider is issued at the same time as your Contract, the Guaranteed Principal Protection Expiration Date is set forth on page 3 of the Contract. If it is issued after the Contract, the Guaranteed Principal Protection Expiration Date is set forth on the corresponding amendment to the Contract.

Guaranteed Principal Amount

At the end of this Rider's [8] year term, if your Eligible Contract Value is less than your Guaranteed Principal Amount and you exercise your right to elect the Guaranteed Principal Protection option in accordance with the terms of the Guaranteed Principal Protection Election provision below, then we will increase the value of your Contract by the difference between the Guaranteed Principal Amount and the Eligible Contract Value, as long as this Rider has remained in force through the end of the term.

If this Rider is issued at the same time as your Contract:

Guaranteed Principal Amount is equal to (A) plus (B) minus (C), where:

A = 100 percent of your net Purchase Payment (excluding extra credits, if any) made on the Contract Date;

B = 100 percent of any additional net Purchase Payments (excluding extra credits, if any) made on or before the six month anniversary of the Contract Date; and

C = a pro rata adjustment for any withdrawals made while this Rider is in force. The pro rata adjustment is the amount of the withdrawal times a fraction equal to (a) over (b) where: (a) equals the Guaranteed Principal Amount immediately prior to the withdrawal and (b) equals the Eligible Contract Value immediately prior to the withdrawal. In other words, a withdrawal reduces the Guaranteed Principal Amount by the same percentage by which the withdrawal reduces the Eligible Contract Value.

Eligible Contract Value is equal to:

- i. 100 percent of your net Purchase Payment (excluding extra credits, if any) made on the Contract Date;
- ii. plus 100 percent of any additional net Purchase Payments (excluding extra credits, if any) made on or before the six month anniversary of the Contract Date
- iii. plus any gains, or less any losses, attributable to (i) and (ii) above;
- iv. less the dollar amount of any withdrawals; and
- v. less rider and contract charges attributable to (i) and (ii) above.

If this Rider is issued after your Contract:

Guaranteed Principal Amount is equal to (A) minus (B), where:

A = 100 percent of your entire Contract Value on the Rider Date; and

B = a pro rata adjustment for any withdrawals made while this Rider is in force. The pro rata adjustment is the amount of the withdrawal times a fraction equal to (a) over (b) where: (a) equals the Guaranteed Principal Amount immediately prior to the withdrawal and (b) equals the Eligible Contract Value immediately prior to the withdrawal. In other words, a withdrawal reduces the Guaranteed Principal Amount by the same percentage by which the withdrawal reduces the Eligible Contract Value.

Eligible Contract Value is equal to:

- i. 100 percent of your entire Contract Value on the Rider date;
- ii. plus any gains, or less any losses, attributable to (i) above;
- iii. less the dollar amount of any withdrawals; and
- vi. less rider and contract charges attributable to (i) above.

For purposes of calculating any benefit under this Rider, withdrawals will be taken on a "first-in-first-out" basis as set forth in your Contract. That is, any withdrawal will be taken first from any remaining portion of the total Contract Value resulting from the earliest Purchase Payment. Once the value resulting from any Purchase Payment has been reduced to zero, remaining amounts withdrawn will reduce the value resulting from the earliest of the remaining Purchase Payments. This process shall continue until the withdrawal is completed.

Any benefit amount credited by this Rider will be allocated to the investment portfolios as instructed by you for rebalancing.

If the GLWB Rider is extended under the Extended Annuitization provision of the GLWB Rider, this Rider will also be extended to complete the Rider's [8] year term where applicable.

Additional Purchase Payments

If this Rider is issued at the same time as your Contract:

Additional Purchase Payments made on or before the six month anniversary of the Contract Date will be included in the Guaranteed Principal Amount and in the calculation of the Eligible Contract Value. Any Purchase Payments made after the Contract has been in force for six months are not included in the Guaranteed Principal Amount or in the calculation of the Eligible Contract Value. Such Purchase Payments also do not affect the amount of the Rider charge, and must be allocated to available investment portfolios as set forth in the **Available Investment Portfolios** provision.

If this Rider is issued after your Contract:

Additional Purchase Payments made after the Rider Date are not included in the Guaranteed Principal Amount or in the calculation of the Eligible Contract Value. Such Purchase Payments also do not affect the amount of the rider charge, and must be allocated to available investment portfolios as set forth in the **Available Investment Portfolios** provision.

Available Investment Portfolios

While this Rider is in force, all Purchase Payments must be allocated in accordance with the Available Investment Options provision of the GLWB Rider.

Spousal Continuation

If your surviving spouse becomes the Owner and Annuitant of the Contract upon your death while this Rider is in force, there will be no effect on the Guaranteed Principal Amount, the duration of the [8]-year term, or any rider benefit. However, if there is a death benefit adjustment in the Contract, the Eligible Contract Value will be increased by the pro rata portion of the death benefit adjustment attributable to the Eligible Contract Value. The pro rata adjustment is the amount of the death benefit adjustment multiplied by a fraction equal to (a) over (b) where: (a) is the Eligible Contract Value on the date of the Annuitant's death and (b) is the total Contract Value on the date of the Annuitant's death. In other words, a death benefit adjustment, assuming a **Spousal Continuation** of the Contract and this Rider, increases the Eligible Contract Value by the same percentage by which the death benefit adjustment increases the total Contract Value.

Guaranteed Principal Protection Election

In order to receive the benefits of this Rider, you must provide us Notice of your election to exercise your rights under this Rider on, or within [30] days of, the [eighth] anniversary of the Rider Date. If you elect to receive the benefits under this Rider, the GLWB Rider will automatically terminate, and we will no longer provide any benefits under, or charge for, the GLWB Rider. In addition, if you have a Premium Protection Rider, a Premium Protection Plus Rider, or a Deferral Credit Rider, those riders will also automatically terminate upon your election of the benefits under this Rider, and we will no longer provide any benefits under, or charge for, whichever of those riders you have. Your election of the benefits under this Rider is effective when we receive Notice from you of your election in our Home Office. The benefits provided under this Rider are calculated as of the Valuation Period which includes the [eighth] anniversary of the Rider Date. Any gains or losses in your investment portfolios after the [eighth] anniversary of the Rider Date will not affect the calculation of the benefits under this Rider, but they will affect your Contract Value.

Charge for Rider

On each contract anniversary that this Rider is in force, we will deduct from your Contract Value a rider charge equal to the product of the Rider Charge Rate and the Rider Principal Base. (The Rider Principal Base is an average of the Guaranteed Principal Amount at the beginning and end of the Contract Year.) However, if this Rider is issued at the same time as your Contract, for the first Rider anniversary the beginning Guaranteed Principal Amount will be the sum of (a) plus (b) where: (a) is your Purchase Payment made on the Contract Date; and (b) is any additional Purchase Payments made on or before the six month anniversary of the Contract Date.

The Rider Charge Rate is: (a) the applicable rate shown on the Contract Specifications Page, if this Rider was issued at the same time as the Contract; or (b) the rate shown on the corresponding amendment to your Contract, if this Rider was issued after the Contract. The rider charge will be deducted from all available investment portfolios on a pro rata basis in proportion to their percentage of the total Contract Value. Charges will not be pro rated against amounts allocated to the Dollar Cost Averaging Account, while in the Dollar Cost Averaging Account.

If this Rider terminates for any reason, we reserve the right to prorate the annual charge for this Rider. If charges are assessed for a portion of the Contract Year, the Rider Principal Base will be the average of the Guaranteed Principal Amount at the beginning of the Contract Year and the Guaranteed Principal Amount at the time the charge is assessed.

Addition of Rider

This Rider may only be added at the time that the GLWB Rider is added.

Termination of Rider

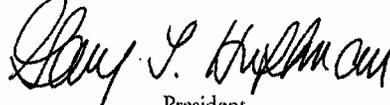
This Rider will terminate when the GLWB Rider terminates.

Also, this Rider will terminate on the expiration of its [8] year term if it is not elected on, and up to [30] days after, the [eighth] anniversary of the Rider Date or on the GLWB Rider entering the Lifetime Annuity Period.

If (1) the surviving spouse is the sole beneficiary of the Contract; (2) we received a proof of death but did not receive Notice of **Spousal Continuation** at the same time; and (3) the only reason for the termination of this Rider is the death of the Annuitant, we will reinstate the Rider if we receive Notice of a permitted **Spousal Continuation** on or before [28] days after the date when we received the proof of death.

Except as noted above if this Rider is terminated, it cannot be reinstated, the Guaranteed Principal Amount will be zero, and any benefit under this Rider will be discontinued.

THE OHIO NATIONAL LIFE INSURANCE COMPANY

[ Shawn A. McDonough
Secretary  Gary J. Huffman
President]



ONcore Variable Annuity Application

1. **ONcore Product Name** _____

2. Annuitant

First Name _____ Middle _____ Last _____

Street Address _____ City _____ State _____ ZIP _____ Phone _____

SS#/Tax ID#: _____ Sex: M F Date of Birth: ____ - ____ - ____

3a. Owner (If different than Annuitant)

3b. Joint Owner (If applicable) Owner's Spouse? Yes No

First Name _____ Middle _____

First Name _____ Middle _____

Last _____

Last _____

Street Address _____

Street Address _____

City _____ State _____ ZIP _____

City _____ State _____ ZIP _____

(_____)

(_____)

Phone _____

Phone _____

SS#/Tax ID# _____

SS#/Tax ID# _____

Sex: M F Date of Birth: ____ - ____ - ____

Sex: M F Date of Birth: ____ - ____ - ____

4. Beneficiary (If you need to provide additional information use Special Requests, Section 14, or enclose a signed letter of instruction.)

Beneficiary Name _____ Primary Contingent

Beneficiary Name _____ Primary Contingent

Street Address _____

Street Address _____

City _____ State _____ ZIP _____

City _____ State _____ ZIP _____

Date of Birth _____ (_____)

Date of Birth _____ (_____)

Phone _____

Phone _____

Relationship to Annuitant _____

Relationship to Annuitant _____

5. Initial Purchase Payment

Amount with application \$ _____ 1035 exchange/estimated transfer \$ _____

6. Type of Plan Non-qualified Qualified (For qualified plans, select type of plan and payment type below.)

TSA/403(b) 401(k) SEP-IRA Roth IRA Roth Conversion
 IRA 457 SIMPLE IRA Pension/Profit Sharing Other _____

Payment Type:

Rollover Transfer
 Contribution \$ _____ for tax year _____ ; \$ _____ for tax year _____

7. Optional Riders

[7a. Living Benefit Riders

Guaranteed Lifetime Withdrawal Benefit Plus (GLWB Plus) Rider with Managed Volatility Portfolio Requirements (Includes Guaranteed Principal Protection 8 (GPP8) Option.)

Single Life Joint Life

(Complete Section 11 and 12b1 in Allocation of Purchase Payments Section.)

Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider with Investment Requirements or Asset Allocation Models

Single Life Joint Life

(Complete Section 11 and 12a or 12b2 in Allocation of Purchase Payments Section.)

200% Deferral Credit Rider (Only available with GLWB and GLWB Plus Riders.)

200% after 10 Years
 200% 10 Years or Age 70, whichever is later

Guaranteed Principal Protection 8 (GPP8) Rider (Only available with GLWB Plus Riders.)

Guaranteed Principal Protection (GPP) Rider (Not available with GLWB and GLWB Plus Riders.)

(Complete Section 11 and 12b1 in Allocation of Purchase Payments Section.)

[7b. Death Benefit Riders (Only one death benefit rider can be chosen with GLWB and GLWB Plus Riders.)

Premium Protection Plus Death Benefit Rider (Only available with GLWB and GLWB Plus Riders.)

Premium Protection Death Benefit Rider (Only available with GLWB and GLWB Plus Riders.)

Annual Step-Up Death Benefit Rider

Guaranteed Minimum Death Benefit Rider (GMDBR 80) (Not available with GLWB and GLWB Plus Riders.)

Gain Enhancement Benefit Rider (Not available with GLWB and GLWB Plus Riders.)

100% (GEB Plus)
 50% (GEB)]

8. Replacement

Do you have an existing life insurance policy or an annuity? Yes No

Will the purchase of this annuity replace or change an existing life insurance policy or an annuity? Yes No

(If yes, or 1035 exchange, write insurance company name and contract number in Special Requests, Section 14, and attach any required state replacement and/or transfer forms.)

9. Rebalancing Yes (DO NOT CHECK IF ELECTING A LIVING BENEFIT RIDER OR ASSET ALLOCATION MODEL.)

If this box is checked, Variable Subaccounts will be rebalanced to the allocation percentages on this application (unless changed after issue of contract). Rebalancing does not apply to the Fixed Accumulation Account. **Living Benefit riders require rebalancing, which we will do automatically. The Subaccounts in any Asset Allocation Model are also automatically rebalanced quarterly.**

Frequency: (Choose one) Quarterly Semi-Annually Annually

You must allocate to two or more Variable Subaccounts to elect rebalancing.

10. Systematic Withdrawals

I (we) wish to start a series of withdrawals from the contract issued pursuant to this application as indicated below (surrender charges may apply, see contract). I understand that it may take up to 30 days to process my systematic withdrawal request.

Select payout option:

10% of the account value

\$ _____ flat dollar amount not to exceed 10% of account value

_____% based on rider

72(t) (Form V-4633 must be submitted for 72(t)).

Select frequency of payments:

Monthly

Quarterly

Semi-Annually

Annually

Any withdrawals under \$500 require EFT (Electronic Funds Transfer).

Payment Schedule:

As soon as possible (if current funds are being dollar cost averaged, the first payment will occur immediately following the initial DCA transfer.)

_____ / _____ / _____
Month Day Year

Send payment to:

Via EFT to my bank account (Complete section below and attach a voided check.)

Checking Account (Complete section below and attach a voided check.)

Savings Account (Attach a voided, pre-coded deposit slip.)

Account Number _____ Bank Telephone Number _____

Bank Name _____

Bank Address _____

ABA Routing Number _____

Directly to my address of record

Federal Income Tax Withholding Election

If you do not select an option below, we are required to withhold at least 10% of the taxable amount.

A. I **DO NOT** want to have federal income tax withheld from my withdrawals.

B. I **DO** want to have _____% federal income tax withheld from my withdrawals (10% minimum).

11. Allocation of Purchase Payments

IMPORTANT: Your purchase payment Allocation selection will depend upon the rider elections made in Section 7 on page 2.

Total Allocations to 11a, 11b, and 11c must equal 100%.

- a. _____% **Dollar Cost Averaging (DCA)** (Not available with all products.)
- 6 Month DCA Account - Monthly 12 Month DCA Account - Monthly
 6 Month DCA Account - Quarterly 12 Month DCA Account - Quarterly

Mixed DCA (Less than 100% to DCA): If you choose to allocate less than 100% of your initial investment to the DCA above and you have selected a rider with Investment Requirements, your selection in Section 12a or 12b must total 100%. If you have not selected a rider with requirements, your remaining immediate allocation selection in Section 12a or 12c should total 100%.

If you choose to DCA transfer into an Asset Allocation Model, complete Section 12a. If you choose to DCA transfer into Investment Requirements, complete Section 12b1 (For GLWB Plus or GPP) or Section 12b2 (For GLWB).

I/we understand that the DCA account value must be at or above the amount that will permit the DCA transfers requested; otherwise these transfers will end. This request is in lieu of the requirement for individual written transfer requests. I/we may also change or terminate these transfers by written notice to The Ohio National Life Insurance Company. (You may not transfer from the DCA Account to the Fixed Accumulation Account.)

- b. _____% **Fixed Accumulation Account**
(Not available with GLWB, GLWB Plus or GPP Riders. Not available with all products.)
- c. _____% **Immediate Allocations to Model, Managed Volatility Portfolio Requirements, Investment Requirements or Variable Subaccounts** (Complete 12a, 12b, or 12c.)

12. Complete appropriate section(s) below as instructed in Section 11.

- a. **Asset Allocation Models** You may only be in one Asset Allocation Model at any point in time. If you want to take advantage of dynamic models, you must complete Form 7215, Asset Allocation Advisory Agreement. **Neither Model 1 nor Model 5 may be selected with GLWB. Asset Allocation Models are not available with the GLWB Plus or GPP Riders.**

- Model 1 - Conservative Model 3 - Balanced Model 5 - Growth
 Model 2 - Moderately Conservative Model 4 - Moderate Growth

- b. **Investment Requirements:** If you have selected a rider with Investment Requirements and you do not choose an Asset Allocation Model, complete either section b1 or b2 depending on rider selection.

b1. Complete ONLY if GLWB Plus or GPP is Elected.

Category Totals must equal 100%. At least 1% of your initial purchase payment must be allocated for each Variable Subaccount selected.

[Protected Funds - Minimum 50% Maximum 100%]	[Target Volatility Funds - Maximum 50%]
[TOPS Protected Balanced Class 2 _____%]	[AllianceBernstein Dynamic Asset Alloc Class B ... _____%]
TOPS Protected Moderate Growth Class 2 _____%	Invesco Dynamic Portfolio _____%
TOPS Protected Growth Class 2 _____%]	Federated Dynamic Portfolio _____%
Total Allocated _____%	Legg Mason Dynamic Multi-Strategy VIT Class I _____%]
	Total Allocated _____%

Totals Must Equal 100%

$$\frac{\text{Protected Funds}}{\text{Protected Funds}} \% + \frac{\text{Target Volatility Funds}}{\text{Target Volatility Funds}} \% = \frac{\text{Total Must Equal 100\%}}{\text{Total Must Equal 100\%}} \%$$

b2. Complete next page ONLY if the GLWB rider is elected:

With Investment Requirements, no more than 18 different Variable Subaccounts may be selected within all the Categories. Category Totals must equal 100%. At least 1% of your initial purchase payment must be allocated for each Variable Subaccount selected.) (Continued on next page.)

[Category 1 Subaccounts - Minimum 30% Maximum 60%

TOTAL ALLOCATION	TOTAL ALLOCATION
Morgan Stanley UIF Core Plus Fix Inc Class II ... _____ %	PIMCO VIT Real Return Admin _____ %
Ohio National Bond _____ %	PIMCO VIT Total Return Admin _____ %
Ohio National Money Market _____ %	Total Allocated _____ %

Category 2 Subaccounts - All Amounts Not Allocated to Categories 1, 3, or 4, up to a Maximum 70%

TOTAL ALLOCATION	TOTAL ALLOCATION
AllianceBernstein Dynamic Asset Alloc Class B _____ %	Legg Mason Dynamic Multi-Strategy VIT Class I _____ %
Dreyfus VIF Appreciation Service Shares _____ %	Legg Mason Equity _____ %
Federated Dynamic Portfolio _____ %	Legg Mason Equity Inc Builder Class II _____ %
Federated Strategic Value _____ %	Legg Mason Fundamental All Cap Value Class II .. _____ %
Fidelity VIP ContrafundService Class 2 _____ %	Legg Mason Large Cap Value Class II _____ %
Fidelity VIP Equity-Income Service Class 2 _____ %	MFS VIT Invstrs Grth Stock Series -Service Class . _____ %
Fidelity VIP Growth Service Class 2 _____ %	MFS VIT Total Return - Service Class _____ %
First Trust Target Equity/Income _____ %	Morgan Stanley UIF Growth Class II _____ %
First Trust Target VIP _____ %	Ohio National Nasdaq 100 Index _____ %
Franklin Flex Cap Growth Securities Class 2 _____ %	Ohio National S&P 500 Index _____ %
Franklin Income Securities Class 4 _____ %	PIMCO VIT Global Bond Admin _____ %
Franklin VIP Founding Funds Alloc Fund Class 4 _____ %	Prudential Series Fund Jennison _____ %
Goldman Sachs VIT Strategic Growth Service Shares . _____ %	Prudential Series Fund Jn 20/20 Focus _____ %
Goldman Sachs VIT Large Cap Value Service Shares .. _____ %	Suffolk Bristol _____ %
Goldman Sachs VIT Structured U.S. Eq Svc _____ %	Suffolk Bristol Growth _____ %
ICON Balanced _____ %	Suffolk Omni _____ %
ICON Income Opportunity _____ %	Templeton Foreign Securities Class 4 _____ %
ICON U.S. Equity _____ %	TOPS Protected Balanced Class 2 _____ %
Invesco Dynamic Portfolio _____ %	TOPS Protected Moderate Growth Class 2 _____ %
Ivy Funds VIP Asset Strategy _____ %	TOPS Protected Growth Class 2 _____ %
Janus Aspen Balanced Service Shares _____ %	Total Allocated _____ %

Category 3 Subaccounts - Maximum 25%

TOTAL ALLOCATION	TOTAL ALLOCATION
Federated High Income Bond _____ %	Janus Aspen Worldwide Service Shares _____ %
Federated International _____ %	Jennison Capital Appreciation _____ %
Federated Kaufmann Fund II Service Shares _____ %	JPMorgan Mid-Cap Value _____ %
Fidelity VIP Mid-Cap Service Shares 2 _____ %	Lazard Retirement International Equity Service Shares .. _____ %
Invesco VI Intl Growth Series II _____ %	MFS VIT Mid Cap Growth - Service Class _____ %
Janus Aggressive Growth _____ %	Neuberger Berman AMT Regency S Class Shares . _____ %
Janus Aspen Overseas Service Shares _____ %	Goldman Sachs Mid Cap Opportunity _____ %
	Total Allocated _____ %

Category 4 Subaccounts - Maximum 15%

TOTAL ALLOCATION	TOTAL ALLOCATION
Eagle Capital Growth _____ %	Lazard Retirement U.S. Small-Mid Cap Eq Svc _____ %
Federated Intl Small-Mid Company _____ %	MFS VIT New Discovery Series - Service Class _____ %
Fidelity VIP Real Estate Service Shares 2 _____ %	Morgan Stanley UIF US Real Estate Class II _____ %
Ivy Funds VIP Science and Tech _____ %	Neuberger Berman Millennium _____ %
Ivy Global Natural Resources _____ %	PIMCO CommodityRealReturn Stra Admin _____ %
Janus Small Cap Growth _____ %	Royce Micro-Cap Investment Class Shares _____ %
JPMorgan Small Cap Core _____ %	Royce Small-Cap Investment Class Shares _____ %
Lazard Retirement Emerging Mrkts Eq Service Shares _____ %	Suffolk Bryton Growth _____ %]
	Total Allocated _____ %

Category Totals Must Equal 100%

_____ % + _____ % + _____ % + _____ % = _____ %
 Category 1 Category 2 Category 3 Category 4 Total Must Equal 100%

16. State Insurance Fraud Notices

For Arizona and Kansas Applicants: The undersigned proposed insured and agent represent that the Proposed Insured has read, or had read to him/her, the completed application and that he/she realizes that any false statement or misrepresentation therein may result in loss of coverage under the policy. It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. Only a court of law can make a determination of guilt regarding insurance fraud.

For Arkansas and Rhode Island Applicants: 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.

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

For Kentucky Applicants: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud which is a crime. I have read and understood this notice.

For Maine Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

For Missouri, West Virginia and Wisconsin Applicants: The undersigned Proposed Insured and Agent represent that the Proposed Insured has read, or had read to him/her, the completed application and that he/she realizes that any false statement or misrepresentation therein may result in loss of coverage under the policy.

For New Mexico Applicants: 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 civil fines and criminal penalties.

For Ohio and Oklahoma Applicants: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For Tennessee Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

17. Annuitant Owner's Signature(s)

Annuitant Signature

Date

Signed at (City/State)

Owner /Applicant Signature (If different from Annuitant)

Date

Signed at (City/State)

(If Trustee, sign with title and attach Trust Certification Form V-4603.) (If corporation, signature of office and title, attach a copy of Corporate Resolution.)

Joint Owner Signature

Date

Signed at (City/State)

E-mail Address of Owner or of Annuitant if Contract issued to Custodian

18. Statement of Registered Representative

Will this contract change or replace any existing life insurance policy or an annuity of this or any other company? Yes No
If yes, explain in Special Requests, Section 14.

I certify that I am authorized and qualified to discuss this contract. I certify that all sales materials used in the solicitation of this application were previously approved by The Ohio National Life Insurance Company. I also certify that I witnessed the Applicant's signature.

Registered Representative Full Name (Print)

Registered Representative Signature

Registered Representative's License ID Number

Registered Representative Phone Number

Broker/Dealer Name

Ohio National Agency Code

Rep. Option:

SERFF Tracking Number: ONFS-127696670 State: Arkansas
 Filing Company: The Ohio National Life Insurance Company State Tracking Number: 50111
 Company Tracking Number: FORM 12-GLW-1
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: 2012 Variable Annuity Riders
 Project Name/Number: /

Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Flesch Certification	Approved	11/07/2011
Bypass Reason:	Readability requirements are waived as these forms are variable products, filed with the Securities and Exchange Commission.		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved	11/07/2011
Bypass Reason:	New application enclosed for review and approval.		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Life & Annuity - Actuarial Memo	Approved	11/07/2011
Comments:			
Attachments:	Actuarial Memo for GLWBs, DBs, and DCGLWB Riders.pdf Actuarial Memo for GPP Riders.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability and Spec Pages	Approved	11/07/2011
Comments:			
Attachments:	Statement of Variability.pdf Rider Page for 2012 Riders.pdf		

STATEMENT OF VARIABILITY

Re: Form 12-GLW-1, Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)
Form 12-GLW-2, Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life)
Form 12-GLW-1.5, Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)
Form 12-GLW-2.5, Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life)
Form 12-GLWP-1, Guaranteed Lifetime Withdrawal Benefit Plus Rider (Single Life)
Form 12-GLWP-2, Guaranteed Lifetime Withdrawal Benefit Plus Rider (Joint Life)
Form 12-GLWP-1.5, Guaranteed Lifetime Withdrawal Benefit Plus Rider (Single Life)
Form 12-GLWP-2.5, Guaranteed Lifetime Withdrawal Benefit Plus Rider (Joint Life)
Form 12-DC-GLW-1, Deferral Credit For Guaranteed Lifetime Withdrawal Benefit Rider
Form 12-DCMAR-GLW-1, Deferral Credit with Minimum Age Requirements For Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)
Form 12-DCMAR-GLW-2, Deferral Credit with Minimum Age Requirements For Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life)
Form 12-PPD-1, Premium Protection Death Benefit Rider (Single Life)
Form 12-PPD-2, Premium Protection Death Benefit Rider (Joint Life)
Form 12-PPDP-1, Premium Protection Plus Death Benefit Rider (Single Life)
Form 12-PPDP-2, Premium Protection Plus Death Benefit Rider (Joint Life)
Form 12-PPDP-1.5, Premium Protection Plus Death Benefit Rider (Single Life)
Form 12-PPDP-2.5, Premium Protection Plus Death Benefit Rider (Joint Life)
Form 12-GPP-1, Guaranteed Principal Protection Rider
Form 12-GPP-1.5, Guaranteed Principal Protection Rider
Form 12-GPP-GLW-1, Guarantee Principal Protection for Guaranteed Lifetime Withdrawal Benefit Rider
Form 4896 Rev. 1/12, Application

This Statement shows the minimum and maximum values applicable to the variable material that is shown on the Contract Specifications Page 4 of the Contract.

Guaranteed Lifetime Withdrawal Benefit Rider (GLWB) (Single Life):

Rider Charge Rate in first Contract Year: .0%-2.20%
Base Rider Charge Rate: .0% to 2.20%
Charge Freeze Period: 0-10 years
Maximum Annual Rider Charge Rate: .20% to 3.00%
Lifetime Withdrawal Age: 30 to 70
GLWB Annual Credit Rate: 1% - 10%
MAW Rate For ages: 59.5 - 64: 1% - 10%
65 - 79: 1% - 10%
80 - 84: 1% - 10%
85+: 1% - 10%

For Available Investment Restrictions:

Category I Subaccounts Floor: 0-100%
Category I Subaccounts Cap: 0-100%
Category II Subaccounts Cap: 0-100%
Category III Subaccounts Cap: 0-100%
Category IV Subaccounts Cap: 0-100%

Guaranteed Lifetime Withdrawal Benefit Rider (GLWB) (Joint Life):

Rider Charge Rate in first Contract Year: .0%-2.70%
Base Rider Charge Rate: .0% to 2.70%
Charge Freeze Period: 0-10 years
Maximum Annual Rider Charge Rate: .20% to 3.00%
Lifetime Withdrawal Age: 30 to 70
GLWB Annual Credit Rate: 1% - 10%
MAW Rate for youngest Participating Spouse, ages: 59.5 - 64: 1% - 10%
65 - 79: 1% - 10%
80 - 84: 1% - 10%
85+: 1% - 10%

Guaranteed Lifetime Withdrawal Benefit Rider (GLWB) (Joint Life):

Continued

For Available Investment Restrictions:

- Category I Subaccounts Floor: 0-100%
- Category I Subaccounts Cap: 0-100%
- Category II Subaccounts Cap: 0-100%
- Category III Subaccounts Cap: 0-100%
- Category IV Subaccounts Cap: 0-100%

Guaranteed Lifetime Withdrawal Benefit Plus Rider (GLWBP) (Single Life):

- Rider Charge Rate in first Contract Year: .0%-2.20%
- Base Rider Charge Rate: .0% to 2.20%
- Charge Freeze Period: 0-10 years
- Maximum Annual Rider Charge Rate: .20% to 3.00%
- Lifetime Withdrawal Age: 30 to 70
- GLWB Annual Credit Rate: 1% - 10%
- MAW Rate For ages: 59.5 - 64: 1% - 10%
- 65 - 79: 1% - 10%
- 80 - 84: 1% - 10%
- 85+: 1% - 10%

For Available Investment Restrictions:

- Category I Subaccounts Floor: 0-100%
- Category I Subaccounts Cap: 0-100%
- Category II Subaccounts Cap: 0-100%

Guaranteed Lifetime Withdrawal Benefit Plus Rider (GLWBP) (Joint Life):

- Rider Charge Rate in first Contract Year: .0%-2.70%
- Base Rider Charge Rate: .0% to 2.70%
- Charge Freeze Period: 0-10 years
- Maximum Annual Rider Charge Rate: .20% to 3.00%
- Lifetime Withdrawal Age: 30 to 70
- GLWB Annual Credit Rate: 1% - 10%
- MAW Rate for youngest Participating Spouse, ages: 59.5 - 64: 1% - 10%
- 65 - 79: 1% - 10%
- 80 - 84: 1% - 10%
- 85+: 1% - 10%

For Available Investment Restrictions:

- Category I Subaccounts Floor: 0-100%
- Category I Subaccounts Cap: 0-100%
- Category II Subaccounts Cap: 0-100%

Deferral Credit For the Guaranteed Lifetime Withdrawal Benefit Rider

- Rider Charge Rate in first Contract Year: .0%-.50%
- Deferral Guarantee Percentage: 115% - 300%

Deferral Credit with Minimum Age Restrictions For the Guaranteed Lifetime Withdrawal Benefit Rider (DCMAR-GLWB) (Single Life)

- Rider Charge Rate in first Contract Year: .0%-.25%
- Deferral Guarantee Percentage: 115% - 300%

Deferral Credit with Minimum Age Restrictions For the Guaranteed Lifetime Withdrawal Benefit Rider (DCMAR-GLWB) (Joint Life)

- Rider Charge Rate in first Contract Year: .0%-.25%
- Deferral Guarantee Percentage: 115% - 300%

Guaranteed Principal Protection Rider 10 Year Term (GPP)

Rider Charge Rate: .0%-1.20%
Maximum Annual Rider Charge Rate: 0.1% to 2.40%
GPP Expiration Date: [1/1/2022]
For Available Investment Restrictions:
Category I Subaccounts Floor: 0-100%
Category I Subaccounts Cap: 0-100%
Category II Subaccounts Cap: 0-100%

Guaranteed Principal Protection Rider For GLWB (GPP-GLWB)

8 Year Term
Rider Charge Rate: .0%-.50%
Maximum Annual Rider Charge Rate: 0.10% to 2.00%
GPP Expiration Date: [1/1/2020]
For Available Investment Restrictions:
Category I Subaccounts Floor: 0-100%
Category I Subaccounts Cap: 0-100%
Category II Subaccounts Cap: 0-100%

Premium Protection Death Benefit (Single Life)

Rider Charge Rate: .0% - .50% for issue ages less than or equal to 70; .0% - .80% for issue ages 71-75

Premium Protection Death Benefit (Joint Life)

Rider Charge Rate: .0% - .50% for issue ages less than or equal to 70; .0% - .80% for issue ages 71-75

Premium Protection Plus Death Benefit (Single Life)

Rider Charge Rate: .0% - 1.20%
Maximum Annual Rider Charge Rate: .05% - 1.5%

Premium Protection Plus Death Benefit (Joint Life)

Rider Charge Rate: .0% - 1.20%
Maximum Annual Rider Charge Rate: .05% - 1.5%

The following information is applicable to the variable material that appears in various provisions within the Rider Forms:

Guaranteed Lifetime Withdrawal Benefit Riders

Annual Credit Period: Anniversary : 5 - 15 years
Termination of Rider: Spousal Continuation: 15 – 180 days from date of death

Deferral Credit for the Guaranteed Lifetime Withdrawal Benefit Rider

Deferral Credit: Contract Years: 5 - 15 years
Anniversary: 5 - 15 years
Anniversary: First to Third
GLWB Rider Termination: Anniversary of Rider Date: 5 – 15 years
Termination of Rider: Spousal Continuation: 15 – 180 days from date of death

Deferral Credit with Minimum Age Requirements for the Guaranteed Lifetime Withdrawal Benefit Rider (Single Life)

Deferral Credit: Annuitant's Attained Age: 60-80 Years
Contract Years: 0.25 to 2 years
Anniversary: 5 - 20 years
Anniversary: 0.25 to 2 years
GLWB Rider Termination: Anniversary of Rider Date: 5 - 20
Termination of Rider: Spousal Continuation: 15 – 180 days from date of death

Deferral Credit with Minimum Age Requirements for the Guaranteed Lifetime Withdrawal Benefit Rider (Joint Life)

Deferral Credit: Youngest Participating Spouse's Attained Age: 60-80 Years
Contract Years: 0.25 - 2 years
Anniversary: 5 - 20 years
Anniversary: 0.25 – 2 years
GLWB Rider Termination: Anniversary of Rider Date: 5 - 20
Termination of Rider: Spousal Continuation: 15 – 180 days from date of death

Premium Protection Death Benefit Riders

Termination of Rider: Spousal Continuation: 15 – 180 days from date of death

Premium Protection Plus Death Benefit Riders

GLWB Death Benefit Amount: Annuitant's Attained Age: 70 – 90 Years
Youngest Participating Spouse's Attained Age: 30-90 years
Anniversary: 5 - 20 years
Annuitant's Birthday following Anniversary of Rider Date: 85-100 Years
Termination of Rider: Spousal Continuation: 15 – 180 days from date of death

Guaranteed Principal Protection Benefit Riders

Rider Term: Intial Term: 5-15 Years
Reset Feature: Anniversary: 1-15 Years
Number of days after expiration of term: 0-60
Annuitant's Age: 65-85
New Reset Rider Term: 5-20 years
Addition of Rider: Retroactive Addition of Rider: 0-60 days
Termination of Rider: Reset: 0-60 days
Spousal Continuation: 15 – 180 days from date of death

Guaranteed Principal Protection Benefit Rider for Guaranteed Lifetime Withdrawal Benefit

Rider Term: Term: 5 - 20 years
Addition of Rider: Retroactive Addition of Rider: 0 - 60 days
Termination of Rider: Spousal Continuation: 15 – 180 days from date of death

Application

Page 2, Section 7. Optional Riders

This section list all the riders that are currently available.

Riders will be removed when they are no longer offered. Additional riders may be added in the future but only after they have been filed and approved for use in your state.

Page 5, Subaccounts Election Page

The Category selections and/or Subaccounts will change when Funds choices change and investment requirements change.

Contract Specifications

Riders:

[Guaranteed Lifetime Withdrawal Benefit Rider (GLWB) (Single Life):

Rider Charge Rate in first Contract Year: [.95%]

Base Rider Charge Rate: [.95%]

Charge Freeze Period: [2 Years]

Maximum Annual Rider Charge Rate: [2.00%]

Lifetime Withdrawal Age: [59.5]

GLWB Annual Credit Rate: [8%]

MAW Rate for ages 59.5 - 64: [4%]

65 - 74: [5%]

75 - 79: [5.5%]

80 - 84: [6%]

85+: [6.5%]

For Available Investment Restrictions:

Category I Subaccounts Floor: [30%]

Category I Subaccounts Cap: [60%]

Category II Subaccounts Cap: [70%]

Category III Subaccounts Cap: [25%]

Category IV Subaccounts Cap: [15%]

[Guaranteed Lifetime Withdrawal Benefit Rider (GLWB) (Joint Life):

Rider Charge Rate in first Contract Year: [1.20%]

Base Rider Charge Rate: [1.20%]

Charge Freeze Period: [2 Years]

Maximum Annual Rider Charge Rate: [2.40%]

Lifetime Withdrawal Age: [59.5]

GLWB Annual Credit Rate: [8%]

MAW Rate for youngest Participating Spouse, ages 59.5 - 64: [4%]

65 - 74: [5%]

75 - 79: [5.5%]

80 - 84: [6%]

85+: [6.5%]

For Available Investment Restrictions:

Category I Subaccounts Floor: [30%]

Category I Subaccounts Cap: [60%]

Category II Subaccounts Cap: [70%]

Category III Subaccounts Cap: [25%]

Category IV Subaccounts Cap: [15%]

[Guaranteed Lifetime Withdrawal Benefit Plus Rider (GLWBP) (Single Life):

Rider Charge Rate in first Contract Year: [.95%]

Base Rider Charge Rate: [.95%]

Charge Freeze Period: [2 Years]

Maximum Annual Rider Charge Rate: [2.00%]

Lifetime Withdrawal Age: [59.5]

GLWB Annual Credit Rate: [8%]

MAW Rate for ages 59.5 - 64: [4.25%]

65 - 74: [5.25%]

75 - 79: [6.0%]

80 - 84: [6.5%]

85+: [7.0%]

For Available Investment Restrictions:

Category I Subaccounts Floor: [50%]

Category I Subaccounts Cap: [100%]

Category II Subaccounts Cap: [50%]]

[Guaranteed Lifetime Withdrawal Benefit Plus Rider (GLWBP) (Joint Life):

Rider Charge Rate in first Contract Year: [1.20%]

Base Rider Charge Rate: [1.20%]

Charge Freeze Period: [2 Years]

Maximum Annual Rider Charge Rate: [2.40%]

Lifetime Withdrawal Age: [59.5]

GLWB Annual Credit Rate: [8%]

MAW Rate for youngest Participating Spouse, ages 59.5 - 64: [4.25%]

65 - 74: [5.25%]

75 - 79: [6.0%]

80 - 84: [6.5%]

85+: [7.0%]

For Available Investment Restrictions:

Category I Subaccounts Floor: [50%]

Category I Subaccounts Cap: [100%]

Category II Subaccounts Cap: [50%]]

[Deferral Credit for the Guaranteed Lifetime Withdrawal Benefit Rider (DCGLWB)

Rider Charge Rate in first Contract Year: [.0%]

Deferral Guarantee Percentage: [200%]]

[Deferral Credit with Minimum Age Requirements for the Guaranteed Lifetime Withdrawal Benefit Rider (DCMAR-GLWB) (Single Life):

Rider Charge Rate in first Contract Year: [.0%]

Deferral Guarantee Percentage: [200%]]

[Deferral Credit with Minimum Age Requirements for the Guaranteed Lifetime Withdrawal Benefit Rider (DCMAR-GLWB) (Joint Life):

Rider Charge Rate in first Contract Year: [.0%]

Deferral Guarantee Percentage: [200%]]

[Guaranteed Principal Protection Rider: (GPP)
Rider Charge Rate: [.60%]
Maximum Annual Rider Charge Rate: [1.20%]
GPP Expiration Date: [1/1/2022]
(10 Year Term Date)
Category I Subaccounts Floor: [50%]
Category I Subaccounts Cap: [100%]
Category II Subaccounts Cap: [50%]]

[Guaranteed Principal Protection Rider For Guaranteed Lifetime Withdrawal Benefit Rider: (GPP-GLWB)
Rider Charge Rate: [0%]
GPP Expiration Date: [1/1/2020]
(8 Year Term Date)
Category I Subaccounts Floor: [50%]
Category I Subaccounts Cap: [100%]
Category II Subaccounts Cap: [50%]]

[Premium Protection Death Benefit (Single Life):
[Rider Charge Rate: [.10%] for issue ages less than or equal to 70; [.25%] for issue ages 71-75.]]

[Premium Protection Death Benefit (Joint Life):
[Rider Charge Rate: [.10%] for issue ages less than or equal to 70; [.25%] for issue ages 71-75.]]

[Premium Protection Plus Death Benefit (Single Life):
[Rider Charge Rate: [.45%]
Maximum Annual rider Charge Rate: [.90%]]

[Premium Protection Plus Death Benefit (Joint Life):
[Rider Charge Rate: [.45%]
Maximum Annual rider Charge Rate: [.90%]]