

SERFF Tracking Number: SUNL-127853580 State: Arkansas  
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 50376  
Company Tracking Number: SL SOLUTIONS RIDERS  
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
Product Name: SL Solutions Riders  
Project Name/Number: SL Solutions Riders/SL Solutions Riders

## Filing at a Glance

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

Product Name: SL Solutions Riders SERFF Tr Num: SUNL-127853580 State: Arkansas  
TOI: A03I Individual Annuities - Deferred Variable SERFF Status: Closed-Approved- State Tr Num: 50376  
Closed  
Sub-TOI: A03I.002 Flexible Premium Co Tr Num: SL SOLUTIONS State Status: Approved-Closed  
RIDERS

Filing Type: Form

Reviewer(s): Linda Bird  
Disposition Date: 12/08/2011

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Date Submitted: 12/01/2011 Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval  
State Filing Description:

Implementation Date:

## General Information

Project Name: SL Solutions Riders  
Project Number: SL Solutions Riders  
Requested Filing Mode: Review & Approval  
Explanation for Combination/Other:  
Submission Type: New Submission  
Overall Rate Impact:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 12/08/2011

State Status Changed: 12/08/2011

Created By: Pat Squillacioti

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Margaret Carvalho

Filing Description:

Re: Forms Submitted for Approval

11-VA-R-02 – Guaranteed Minimum Withdrawal Benefit Rider

11-VA-R-03 – Guaranteed Minimum Withdrawal Benefit Rider

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## 11-VA-AP-02 – Variable Annuity Application

Dear Sir or Madam:

We submit the above referenced forms for your review and approval. The rider forms are new and do not replace any other forms previously approved. They may be used with new or existing contract-holders. The application form will replace form 11-VA-AP-01 previously approved on 6/20/2011. These forms are intended to comply with all laws, rules, bulletins and published guidelines applicable to these forms. They are submitted in final printed form and are subject only to minor modifications in paper stock, ink, and adaptation to computer printing. They have been filed and are pending with our domiciliary state of Delaware

### Riders

#### 11-VA-R-02

This guaranteed minimum withdrawal benefit rider provides lifetime income; guarantees an amount up to which the owner may withdraw each year and income protection against the risk of a decline in investments value. This rider also provides deferral bonus feature if withdrawals are not taken during a specified period under the rider. This rider also includes a one-time withdrawal benefit that allows the owner to make a withdrawal without starting their annual income stream. There is a monthly charge for this rider based on either the Single-Life option or the Joint-Life option. There is a guaranteed maximum fee for this rider. The issue ages for this rider are 40 - 85. If elected by the applicant, this rider will be made part of the contract effective on the Rider Date.

#### 11-VA-R-03

This optional rider is identical to the enclosed rider form 11-VA-R-02 except that it includes a factor which is used as a basis to increase the Income Benefit Base when the first withdrawal taken after the rider coverage date.

### Application

#### 11-VA-AP-02

This variable annuity application will be used to offer the previously approved contract form 11-VA-C-01-AR.

This filing submission includes revised Statements of Variability for our Specifications Pages to include the variables for new optional riders enclosed with this filing, and list of investment options based on rider election. Our previously approved Specifications Pages 11-VA-SP-01, 11-VA-SP-02 and 11-VA-SP-03 are used with contract form 11-VA-C-01-AR.

The enclosed forms include brackets around the items that may vary. The bracketed items shown are the hypothetical values for the representative sample provided. The use of variability in the enclosed forms will be administered as described in the enclosed statements of variable material and in a uniform and non-discriminatory manner and shall not

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result in unfair discrimination.

These forms will be used in the general variable annuity market and marketed on an individual basis by our licensed sales representatives. They will be marketed with an illustration. None of these forms will be mass marketed or solicited by mail.

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

Please do not hesitate to contact me if you have any questions regarding this submission. Thank you for your attention to this matter.

## Company and Contact

### Filing Contact Information

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

### Filing Company Information

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

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## Filing Fees

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

| COMPANY                                     | AMOUNT   | DATE PROCESSED | TRANSACTION # |
|---|----------|----------------|---------------|
| Sun Life Assurance Company of Canada (U.S.) | \$150.00 | 12/01/2011     | 54162981      |

SERFF Tracking Number: SUNL-127853580 State: Arkansas  
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TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
Product Name: SL Solutions Riders  
Project Name/Number: SL Solutions Riders/SL Solutions Riders

## Correspondence Summary

### Dispositions

| Status          | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 12/08/2011 | 12/08/2011     |

*SERFF Tracking Number:*      *SUNL-127853580*                      *State:*                      *Arkansas*  
*Filing Company:*              *Sun Life Assurance Company of Canada (U.S.)*      *State Tracking Number:*      *50376*  
*Company Tracking Number:*      *SL SOLUTIONS RIDERS*  
*TOI:*                      *A031 Individual Annuities - Deferred Variable*      *Sub-TOI:*                      *A031.002 Flexible Premium*  
*Product Name:*              *SL Solutions Riders*  
*Project Name/Number:*      *SL Solutions Riders/SL Solutions Riders*

## **Disposition**

Disposition Date: 12/08/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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| Schedule            | Schedule Item   | Schedule Item Status | Public Access |
|---------------------|---|----------------------|---------------|
| Supporting Document | Flesch Certification                                      |                      | No            |
| Supporting Document | Application   |                      | Yes           |
| Supporting Document | Life & Annuity - Actuarial Memo                           |                      | No            |
| Supporting Document | Revised Statements of Variability for specification pages |                      | Yes           |
| Supporting Document | Statements of Variability for riders and application      |                      | Yes           |
| Supporting Document | AR Certification of Compliance - Reg 19                   |                      | Yes           |
| Form                | Guaranteed Minimum Withdrawal Benefit Rider               |                      | Yes           |
| Form                | Guaranteed Minimum Withdrawal Benefit Rider               |                      | Yes           |
| Form                | Variable Annuity Application                              |                      | Yes           |

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## Form Schedule

### Lead Form Number: 11-VA-R-02

| Schedule Item Status | Form Number | Form Type Form Name   | Action  | Action Specific Data | Readability | Attachment                       |
|----------------------|-------------|---|---------|----------------------|-------------|----------------------------------|
|                      | 11-VA-R-02  | Policy/Cont Guaranteed<br>ract/Fratern Minimum Withdrawal<br>al Benefit Rider<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider | Initial |                      | 0.000       | 11-VA-R-02<br>SIM II.pdf         |
|                      | 11-VA-R-03  | Policy/Cont Guaranteed<br>ract/Fratern Minimum Withdrawal<br>al Benefit Rider<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider | Initial |                      | 0.000       | 11-VA-R-03<br>SIM Plus<br>II.pdf |
|                      | 11-VA-AP-02 | Application/Variable Annuity<br>Enrollment Application<br>Form  | Initial |                      | 0.000       | 11-VA-AP-02<br>Application.pdf   |

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

### Guaranteed Minimum Withdrawal Benefit Rider

This rider is made part of the Contract to which it is attached and is effective on the Rider Date, as shown on the Contract Specifications. The provisions of this endorsement apply in lieu of any contract provision to the contrary.

**This rider provides a minimum withdrawal benefit that guarantees a series of withdrawals from the Contract equal to a certain percentage of the Income Benefit Base subject to the conditions described in this rider. The Income Benefit Base and the Bonus Base are established for the sole purpose of determining the Annual Income Amount and are not used in calculating the cash surrender benefit or other guaranteed benefits. The Income Benefit Base and Bonus Base can not be withdrawn in a lump sum and are not payable as a death benefit. The benefits provided by this rider will terminate upon a change of ownership or assignment of the contract.**

#### DEFINITIONS

**Annual Income Amount:** an annual dollar amount calculated as a percentage of the Income Benefit Base beginning on the Coverage Date.

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

**Bonus Period:** the period beginning on the Rider Date, as shown on the Contract Specifications.

**Bonus Rate:** a percentage of the Bonus Base, as shown on the Contract Specifications.

**Contract Value:** the value as set forth in the Contract section titled Contract Values During Accumulation Phase.

**Coverage Date:** the Rider Date if the Owner is at least age 59 on the Rider Date, otherwise the first Rider Anniversary after the Owner attains age 59.

**Covered Person(s):** the person or persons shown on the Contract Specifications whose age is used to determine the Lifetime Income Percentage or other benefits provided by this rider. The Covered Person may not be changed.

**Designated Fund:** any Subaccount or Fixed Account that the Company makes available for use with this rider.

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

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

**Income Benefit Base:** the amount used to calculate the Annual Income Amount and the rider fee. The Income Benefit Base has no cash value.

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

**One-Time Access Withdrawal:** a withdrawal that reduces the Income Benefit Base and the Bonus Base, but does not determine the Lifetime Income Percentage.

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

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

**Rider Quarter:** a three-month period with the first Rider Quarter beginning on the Rider Date.

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

## THE RIDER BENEFIT

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

### How the Annual Income Amount is Determined

The Annual Income Amount is determined when the first withdrawal, other than the One-Time Access Withdrawal is taken after the rider Coverage Date. The Annual Income Amount equals the Lifetime Income Percentage multiplied by the Income Benefit Base. The Lifetime Income Percentage is first determined based on the Owner's attained age (attained age of the younger spouse when this rider is issued with joint-life coverage) at the time of the first withdrawal, other than the One-Time Access Withdrawal, after the rider Coverage Date in accordance with the table shown on the Contract Specifications.

The Annual Income Amount is recalculated on each subsequent Rider Anniversary, as described in the "How the Income Benefit Base is Determined" section below

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

### How the Income Benefit Base is Determined

If the Rider Date is the same as the Issue Date for the Contract, the Income Benefit Base on the Rider Date is equal to the initial Purchase Payment. If the Rider Date is after the Issue Date for the Contract, the Income Benefit Base on the Rider Date is equal to the Contract Value. After the Rider Date, the Income Benefit Base is:

- increased immediately by any subsequent Purchase Payments accepted;
- increased by any step-ups as described in the "Step-Up Feature" section below;
- increased by the amount of any bonus;
- decreased immediately following any Early Withdrawals;
- decreased immediately following any Excess Withdrawals; and
- decreased immediately following the One-Time Access Withdrawal.

In no event will the Income Benefit Base be adjusted to an amount greater than the Maximum Income Benefit Base, as shown on the Contract Specifications. For purposes of determining this limit, the Company reserves the right to aggregate the living benefit values of all other variable annuity Contracts owned by the Owner that have been issued by Sun Life Assurance Company of Canada (U.S.) or its affiliates.

If the Contract Value is reduced to zero immediately following an Excess Withdrawal or an Early Withdrawal or the One-Time Access Withdrawal, the Income Benefit Base will be reduced to zero, the Contract and this rider will terminate, and no annual payments will be made.

If, however, the Contract Value is reduced to zero before the Coverage Date for any reason other than an Early Withdrawal or the One-Time Access Withdrawal, we will provide an annual payment beginning on what would have been the Coverage Date. This payment will be equal to the Income Benefit Base immediately before the Contract Value is reduced to zero multiplied by the Lifetime Income Percentage in effect on your Coverage Date, as shown on the Contract Specifications.

If the Contract Value is reduced to zero after the Coverage Date for any reason other than an Excess Withdrawal or the One-Time Access Withdrawal, we will provide an annual payment equal to the Income Benefit Base immediately prior to the Contract Value going to zero multiplied by the existing Lifetime Income Percentage. In the Rider Year when the Contract Value is reduced to zero, we will pay an amount equal to the remaining Annual Income Amount for that Rider Year. Thereafter, we will provide an annual payment as a single payment after each Rider Anniversary

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

### **Purchase Payments**

While this rider is in effect, we reserve the right not to accept subsequent Purchase Payments. After the first Rider Anniversary, the sum of any subsequent Purchase Payments accepted in any given Rider Year may not be greater than the Maximum Subsequent Purchase Payments, as shown on the Contract Specifications, without our prior consent.

If any subsequent Purchase Payments are made following the Rider Date, then the Income Benefit Base and Bonus Base will increase by the amount of the Purchase Payment on the date it is received, and the Annual Income Amount will be recalculated.

### **Withdrawals**

All withdrawals will reduce the Contract Value by the amount of the withdrawal and are subject to withdrawal charges if they are in excess of the greatest of the Annual Income Amount, the Contract free withdrawal amount or any minimum distribution amount required under the Internal Revenue Code. If the Owner requests a withdrawal over the telephone, the Company will let the Owner know if any portion of such withdrawal amount will cause an Excess Withdrawal. When making a request in writing, the Owner will be advised of the option to call for this information.

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

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

### *One-Time Access Withdrawal*

After the rider Coverage Date, you may elect the One-Time Access Withdrawal if you have not taken any prior withdrawals. The One-Time Access Withdrawal will not start the determination of the Annual Income Amount. The One-Time Access Withdrawal will reduce the Bonus Base and the Income Benefit Base in the same proportion as the amount withdrawn reduces the Contract Value, and the Annual Income Amount will be recalculated. If the One-Time Access Withdrawal is taken in any Rider Year during the

Bonus Period, then a bonus amount will not be added to the Income Benefit Base during that year, but the Bonus Period will not end.

The One-Time Access Withdrawal is not available for a withdrawal made as part of an exchange under Internal Revenue Code §1035 or as part of a transfer or rollover to an eligible retirement plan as defined by the Internal Revenue Code.

The One-Time Access Withdrawal is not available for any subsequent withdrawals once an Early Withdrawal is taken, as described in the "Early Withdrawals" section below

#### *Early Withdrawals*

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

If an Early Withdrawal is taken, then the first withdrawal will automatically be treated as the One-Time Access Withdrawal as described in the "One-Time Access Withdrawal" section above. If a second Early Withdrawal is taken, then the Bonus Period will end on the date of the withdrawal.

#### *Excess Withdrawals*

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

**The One-Time Access Withdrawal, Early Withdrawals and Excess Withdrawals may reduce the Income Benefit Base and the future annual payments provided by this rider by more than the dollar amount of the withdrawal. If the Contract Value is reduced to zero immediately following an Early Withdrawal, Excess Withdrawal or the One-Time Access Withdrawal, the Income Benefit Base will be reduced to zero, the Contract and this rider will terminate, and no annual payments will be made.**

#### **Rider Fee**

While this rider is in effect, a fee will be deducted from the Contract Value on the last Business Day of each Rider Quarter. The Company will deduct the rider fee on a *pro rata* basis from the Contract Value allocated to each Subaccount. The initial quarterly Rider Fee Rate is as of the Rider Date and is shown on the Contract Specifications. The rider fee is equal to the quarterly Rider Fee Rate multiplied by the Income Benefit Base on the last day of the Valuation Period for each Rider Quarter. The quarterly Rider Fee Rate may change but will never be greater than the Maximum Rider Fee Rate shown on the Contract Specifications. If the quarterly Rider Fee Rate changes, then the Company will notify the Owner in writing. Any change to the quarterly Rider Fee Rate will apply unless the Owner elects to terminate this rider.

The rider fee will continue to be deducted until the earliest of the Annuity Income Date, the date the Contract Value equals zero, and the date this rider terminates. When this rider terminates, the Company will deduct a pro-rata portion of the rider fee based on the amount of time that has elapsed between the prior Rider Quarter and the date this rider terminates.

#### **Bonus Feature**

The Bonus Base is equal to the Income Benefit Base on the Rider Date and is increased for subsequent Purchase Payments and step-ups, and decreased for the One-Time Access Withdrawal. If no withdrawal is taken in any Rider Year during the Bonus Period then a bonus amount, equal to the current Bonus Base, multiplied by the Bonus Rate shown on the Contract Specifications, will be added to the Income Benefit Base at the end of that Rider Year. If a withdrawal is taken in any Rider Year during the Bonus

Period, then no bonus will apply. A bonus will not be available if a step up applies, as described in the "Step-Up Feature" section below.

The Bonus Period, as shown on the Contract Specifications, is not renewable and will end if a withdrawal (other than the One-Time Access Withdrawal) is taken in any Rider Year during the Bonus Period.

### **Step-Up Feature**

On each Rider Anniversary during the Bonus Period, if the Contract Value is greater than the Income Benefit Base, adjusted by any Bonus then the Company will step-up (increase) the Income Benefit Base and the Bonus Base to an amount equal to the Contract Value.

If no withdrawals are taken in any given Rider Year during the Bonus Period and if the step-up for that Rider Year is less than the Bonus Base, multiplied by the Bonus Rate shown on the Contract Specifications, a step-up will not apply. Instead the Income Benefit Base will be increased as described in the "Bonus Feature" section above, and the Bonus Base will not be increased.

On each Rider Anniversary after the Bonus Period and before the Annuity Income Date, if the Contract Value exceeds the current Income Benefit Base, then the Company will automatically increase the Income Benefit Base to an amount equal to the Contract Value.

When a step-up occurs, the Lifetime Income Percentage will be based on the attained age of the Owner (attained age of the younger spouse when this rider is issued with joint-life coverage) at the time of step-up in accordance with the table shown on the Contract Specifications. After a step-up, the Annual Income Amount will be equal to the Lifetime Income Percentage multiplied by the new Income Benefit Base.

### **Designated Funds**

While this rider is in effect, the entire Contract Value must be allocated to one or more of the Designated Funds and in accordance with the allocation percentages specified. The Contract Value will be automatically rebalanced once each calendar quarter according to the current target allocations of the Designated Funds elected by the Owner.

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

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

The Owner has the option of electing this rider with single-life coverage or, for a higher Rider Fee Rate, with joint-life coverage. Joint-life coverage is available only if the Owner and sole primary Beneficiary are spouses. If joint-life is elected, then the term Owner refers to the younger spouse. Joint-life coverage can be elected on an individually-owned Contract or on a co-owned Contract, but is not available to non-natural Owners or to Owners who are unmarried as of the Rider Date. A co-owned Contract must be owned only by spouses. Single-life coverage provides an Annual Income Amount for as long as all Owners are alive. Joint-life coverage provides an Annual Income Amount for as long as either the Owner or the Owner's spouse is alive. If joint-life coverage is elected, then the benefits made available under this rider are based on the age of the younger spouse.

Either single-life or joint-life coverage must be elected no later than the Rider Date. Once elected, the Owner may not switch between single-life and joint-life coverage. With respect to joint-life coverage, should the Owner's spouse (as of the Rider Date) cease to be the spouse or to be the sole primary Beneficiary under the Contract, then this rider will continue for the Owner and no new spouse can be

added. Under these circumstances, however, the higher fee associated with joint-life coverage will continue to be assessed, and all rider benefits will continue to be based on the age of the younger spouse.

### **Death of Owner**

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

If joint-life coverage was selected and one of the Owners dies, then this rider will continue, provided that the surviving spouse, as the sole primary beneficiary, continues the Contract (spousal continuation). In such case, this rider will continue to provide the surviving spouse with the same benefits and coverage as elected on the Rider Date, and the following conditions will apply:

- the new Contract Value will be the Death Benefit;
- the Income Benefit Base and Bonus Base will remain unchanged until the next increase or decrease activity as described in the "How the Income Benefit is Determined" section above;
- the joint-life Rider Fee Rate will continue to the surviving spouse;
- any applicable Bonus Period will continue and remain unchanged unless a withdrawal is taken, as described in the "Bonus Feature" section above;
- if withdrawals have not yet been taken, the Lifetime Income Percentage will be based on the age the younger spouse attains (or would have attained) on the date of the first withdrawal after the rider Coverage Date;
- no new spouse may be added; and
- this rider will terminate upon death of the surviving spouse.

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

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

### **Reports**

While this rider is in effect, the report provided to the Owner as described in the Contract will include the following:

- before the Coverage Date, the Income Benefit Base and the Annual Income Amount as of the Coverage Date; and
- after the Coverage Date, the Income Benefit Base and the Annual Income Amount as of the end of the current report period.

### **Maximum Annuity Income Date**

If the Contract Value is greater than zero on the maximum Annuity Income Date, then the Owner may elect to:

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

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

**Termination of this Rider**

This rider will terminate upon the earliest of the following:

- the date we approve the Owner's request to terminate this rider;
- the date a Purchase Payment or transfer is allocated other than to a Designated Fund or outside the specified allocation percentages;
- the date the Income Benefit Base equals zero immediately following an Early Withdrawal an Excess Withdrawal or a One-Time Access Withdrawal;
- a change of ownership of the Contract, unless the new Owner or assignee assumes full ownership of the contract and has the same tax identification number as the previous Owner, ownership is transferred from a custodian to a new Owner or the assignment is for the purposes of effectuating a 1035 exchange of the contract;
- the Annuity Income Date under the Contract;
- the death of the Owner (if single-life coverage was elected); or
- termination of the Contract.



[  
[Westley V. Thompson, President] ]

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

### Guaranteed Minimum Withdrawal Benefit Rider

This rider is made part of the Contract to which it is attached and is effective on the Rider Date as shown, on the Contract Specifications. The provisions of this endorsement apply in lieu of any contract provision to the contrary.

**This rider provides a minimum withdrawal benefit that guarantees a series of withdrawals from the Contract equal to a certain percentage of the Income Benefit Base subject to the conditions described in this rider. The Income Benefit Base and the Bonus Base are established for the sole purpose of determining the Annual Income Amount and are not used in calculating the cash surrender benefit or other guaranteed benefits. The Income Benefit Base and the Bonus Base can not be withdrawn in a lump sum and are not payable as a death benefit. The benefits provided by this rider will terminate upon a change of ownership or assignment of the contract.**

#### DEFINITIONS

**Annual Income Amount:** an annual dollar amount calculated as a percentage of the Income Benefit Base beginning on the Coverage Date.

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

**Bonus Period:** the period beginning on the Rider Date, as shown on the Contract Specifications.

**Bonus Rate:** a percentage of the Bonus Base, as shown on the Contract Specifications.

**Contract Value:** the value as set forth in the Contract section titled Contract Values During Accumulation Phase.

**Coverage Date:** the Rider Date if the Owner is at least age 59 on the Rider Date, otherwise the first Rider Anniversary after the Owner attains age 59.

**Covered Person(s):** the person or persons shown on the Contract Specifications whose age is used to determine the Lifetime Income Percentage or other benefits provided by this rider. The Covered Person may not be changed.

**Designated Fund:** any Subaccount or Fixed Account that the Company makes available for use with this rider.

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

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

**Income Benefit Base:** the amount used to calculate the Annual Income Amount and the rider fee. The Income Benefit Base has no cash value.

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

**One-Time Access Withdrawal:** a withdrawal that reduces the Income Benefit Base and the Bonus Base, but does not determine the Lifetime Income Percentage.

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

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

**Rider Quarter:** a three-month period with the first Rider Quarter beginning on the Rider Date.

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

## THE RIDER BENEFIT

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

### How the Annual Income Amount is Determined

The Annual Income Amount is determined when the first withdrawal, other than the One-Time Access Withdrawal is taken after the rider Coverage Date. The Annual Income Amount equals the Lifetime Income Percentage multiplied by the Income Benefit Base. The Lifetime Income Percentage is first determined based on the Owner's attained age (attained age of the younger spouse when this rider is issued with joint-life coverage) at the time of the first withdrawal, other than the One-Time Access Withdrawal, after the rider Coverage Date in accordance with the table shown on the Contract Specifications.

The Annual Income Amount is recalculated on each subsequent Rider Anniversary, as described in the "How the Income Benefit Base is Determined" section below.

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

### How the Income Benefit Base is Determined

If the Rider Date is the same as the Issue Date for the Contract, the Income Benefit Base on the Rider Date is equal to the initial Purchase Payment. If the Rider Date is after the Issue Date for the Contract, the Income Benefit Base on the Rider Date is equal to the Contract Value. After the Rider Date, the Income Benefit Base is:

- increased immediately by any subsequent Purchase Payments accepted;
- increased by any step-ups as described in the "Step-Up Feature" section below;
- increased by the amount of any bonus;
- increased by the amount of any Plus Factor;
- decreased immediately following any Early Withdrawals;
- decreased immediately following any Excess Withdrawals; and
- decreased immediately following the One-Time Access Withdrawal, if elected.

In no event will the Income Benefit Base be adjusted to an amount greater than the Maximum Income Benefit Base, as shown on the Contract Specifications. For purposes of determining this limit, the Company reserves the right to aggregate the living benefit values of all other variable annuity Contracts

owned by the Owner that have been issued by Sun Life Assurance Company of Canada (U.S.) or its affiliates.

If the Contract Value is reduced to zero immediately following an Excess Withdrawal or an Early Withdrawal or the One-Time Access Withdrawal, the Income Benefit Base will be reduced to zero, the Contract and this rider will terminate, and no annual payments will be made.

If the Contract Value is reduced to zero before the Coverage Date for any reason other than an Early Withdrawal or the One-Time Access Withdrawal, we will provide an annual payment beginning on what would have been the Coverage Date. This payment will be equal to the Income Benefit Base immediately before the Contract Value is reduced to zero multiplied by the Lifetime Income Percentage in effect on your Coverage Date, as shown on the Contract Specifications. Subsequent annual payments will be increased by the Plus Factor.

If the Contract Value is reduced to zero after the Coverage Date for any reason other than an Excess Withdrawal or the One-Time Access Withdrawal, we will provide an annual payment equal to the Income Benefit Base immediately prior to the Contract Value going to zero multiplied by the existing Lifetime Income Percentage. In the Rider Year when the Contract Value is reduced to zero, we will pay an amount equal to the remaining Annual Income Amount for that Rider Year. Thereafter, we will provide an annual payment, increased by the Plus Factor, as a single payment after each Rider Anniversary

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

#### **Plus Factor**

The first withdrawal (other than the One-Time Access Withdrawal) taken after the rider Coverage Date will cause the Income Benefit Base to automatically increase on each Rider Anniversary to equal the Income Benefit Base prior to the Rider Anniversary multiplied by the sum of 1 plus the Plus Factor rate, as shown on the Contract Specifications. The Plus Factor will not apply in any Rider Year during which an Excess Withdrawal is taken.

#### **Purchase Payments**

While this rider is in effect, we reserve the right not to accept subsequent Purchase Payments. After the first Rider Anniversary, the sum of any subsequent Purchase Payments accepted in any given Rider Year may not be greater than the Maximum Subsequent Purchase Payments, as shown on the Contract Specifications, without our prior consent.

If any subsequent Purchase Payments are made following the Rider Date, then the Income Benefit Base and Bonus Base will increase by the amount of the Purchase Payment on the date it is received, and the Annual Income Amount will be recalculated.

#### **Withdrawals**

All withdrawals will reduce the Contract Value by the amount of the withdrawal and are subject to withdrawal charges if they are in excess of the greatest of the Annual Income Amount, the Contract free withdrawal amount or any minimum distribution amount required under the Internal Revenue Code. If the Owner requests a withdrawal over the telephone, the Company will let the Owner know if any portion of such withdrawal amount will cause an Excess Withdrawal. When making a request in writing, the Owner will be advised of the option to call for this information.

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

Currently, any withdrawal in excess of the Annual Income Amount that is taken to satisfy required minimum distributions (as defined under the Internal Revenue Code and calculated by the Company) as it pertains to the Contract will not be treated as an Excess Withdrawal, and will not reduce the Income Benefit Base. However, if there is any material change to the current Internal Revenue Code and IRS

regulations and guidelines governing the timing or determination of required minimum distribution amounts, then the Company reserves the right to treat any withdrawal greater than the Annual Income Amount as an Excess Withdrawal, which may significantly reduce the Income Benefit Base.

#### *One-Time Access Withdrawal*

After the rider Coverage Date, you may elect the One-Time Access Withdrawal if you have not taken any prior withdrawals. The One-Time Access Withdrawal will not start the determination of the Annual Income Amount. The One-Time Access Withdrawal will reduce the Bonus Base and the Income Benefit Base in the same proportion as the amount withdrawn reduces the Contract Value, and the Annual Income Amount will be recalculated. If the One-Time Access Withdrawal is taken in any Rider Year during the Bonus Period, then a bonus amount will not be added to the Income Benefit Base during that year, but the Bonus Period will not end.

The One-Time Access Withdrawal is not available for a withdrawal made as part of an exchange under Internal Revenue Code §1035 or as part of a transfer or rollover to an eligible retirement plan as defined by the Internal Revenue Code.

The One-Time Access Withdrawal is not available for any subsequent withdrawals once an Early Withdrawal is taken, as described in the “Early Withdrawals” section below.

#### *Early Withdrawals*

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

If an Early Withdrawal is taken, then the first withdrawal will automatically be treated as the One-Time Access Withdrawal as described in the “One-Time Access Withdrawal” section above. If a second Early Withdrawal is taken, then the Bonus Period will end on the date of the withdrawal.

#### *Excess Withdrawals*

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

**The One-Time Access Withdrawal, Early Withdrawals, and Excess Withdrawals may reduce the Income Benefit Base and the future annual payments provided by this rider by more than the dollar amount of the withdrawal. If the Contract Value is reduced to zero immediately following an Early Withdrawal, Excess Withdrawal or the One-Time Access Withdrawal, the Income Benefit Base will be reduced to zero, the Contract and this rider will terminate, and no annual payments will be made.**

#### **Rider Fee**

While this rider is in effect, a fee will be deducted from the Contract Value on the last Business Day of each Rider Quarter. The Company will deduct the rider fee on a *pro rata* basis from the Contract Value allocated to each Subaccount. The initial quarterly Rider Fee Rate is as of the Rider Date and is shown on the Contract Specifications. The rider fee is equal to the quarterly Rider Fee Rate multiplied by the Income Benefit Base on the last day of the Valuation Period for each Rider Quarter. The quarterly Rider Fee Rate may change but will never be greater than the Maximum Rider Fee Rate shown on the Contract Specifications. If the quarterly Rider Fee Rate changes, then the Company will notify the Owner in writing. Any change to the quarterly Rider Fee Rate will apply unless the Owner elects to terminate this rider.

The rider fee will continue to be deducted until the earliest of the Annuity Income Date, the date the Contract Value equals zero, and the date this rider terminates. When this rider terminates, the Company

will deduct a pro-rata portion of the rider fee based on the amount of time that has elapsed between the prior Rider Quarter and the date this rider terminates.

### **Bonus Feature**

The Bonus Base is equal to the Income Benefit Base on the Rider Date and is increased for subsequent Purchase Payments and step-ups, and decreased for the One-Time Access Withdrawal. If no withdrawal is taken in any Rider Year during the Bonus Period then a bonus amount, equal to the current Bonus Base, multiplied by the Bonus Rate shown on the Contract Specifications, will be added to the Income Benefit Base at the end of that Rider Year. If a withdrawal is taken in any Rider Year during the Bonus Period, then no bonus will apply. A bonus will not be available if a step up applies, as described in the "Step-Up Feature" section below.

The Bonus Period, as shown on the Contract Specifications, is not renewable and will end if a withdrawal (other than the One-Time Access Withdrawal) is taken in any Rider Year during the Bonus Period.

### **Step-Up Feature**

On each Rider Anniversary during the Bonus Period, if the Contract Value is greater than the Income Benefit Base, adjusted by any Bonus, then the Company will step-up (increase) the Income Benefit Base and the Bonus Base to an amount equal to the Contract Value.

If no withdrawals are taken in any given Rider Year during the Bonus Period and if the step-up for that Rider Year is less than the Bonus Base, multiplied by the Bonus Rate shown on the Contract Specifications, a step-up will not apply. Instead the Income Benefit Base will be increased as described in the "Bonus Feature" section above, and the Bonus Base will not be increased.

On each Rider Anniversary after the Bonus Period and before the Annuity Income Date, if the Contract Value exceeds the current Income Benefit Base, then the Company will automatically increase the Income Benefit Base to an amount equal to the Contract Value.

When a step-up occurs, the Lifetime Income Percentage will be based on the attained age of the Owner (attained age of the younger spouse when this rider is issued with joint-life coverage) at the time of step-up in accordance with the table shown on the Contract Specifications. After a step-up, the Annual Income Amount will be equal to the Lifetime Income Percentage multiplied by the new Income Benefit Base.

### **Designated Funds**

While this rider is in effect, the entire Contract Value must be allocated to one or more of the Designated Funds and in accordance with the allocation percentages specified. The Contract Value will be automatically rebalanced once each calendar quarter according to the current target allocations of the Designated Funds elected by the Owner.

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

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

The Owner has the option of electing this rider with single-life coverage or, for a higher Rider Fee Rate, with joint-life coverage. Joint-life coverage is available only if the Owner and sole primary Beneficiary are spouses. If joint-life is elected, then the term Owner refers to the younger spouse. Joint-life coverage can be elected on an individually-owned Contract or on a co-owned Contract, but is not available to non-natural Owners or to Owners who are unmarried as of the Rider Date. A co-owned Contract must be

owned only by spouses. Single-life coverage provides an Annual Income Amount for as long as all Owners are alive. Joint-life coverage provides an Annual Income Amount for as long as either the Owner or the Owner's spouse is alive. If joint-life coverage is elected, then the benefits made available under this rider are based on the age of the younger spouse.

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

### **Death of Owner**

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

If joint-life coverage was selected and one of the Owners dies, then this rider will continue, provided that the surviving spouse, as the sole primary beneficiary, continues the Contract (spousal continuation). In such case, this rider will continue to provide the surviving spouse with the same benefits and coverage as elected on the Rider Date, and the following conditions will apply:

- the new Contract Value will be the Death Benefit;
- the Income Benefit Base and Bonus Base will remain unchanged until the next increase or decrease activity, as described in the "How the Income Benefit is Determined" section above;
- the joint-life Rider Fee Rate will continue to the surviving spouse;
- any applicable Bonus Period will continue and remain unchanged unless a withdrawal is taken, as described in the "Bonus Feature" section above;
- if withdrawals have not yet been taken, the Lifetime Income Percentage will be based on the age the younger spouse attains (or would have attained) on the date of the first withdrawal after the rider Coverage Date;
- no new spouse may be added; and
- this rider will terminate upon death of the surviving spouse.

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

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

### **Reports**

While this rider is in effect, the report provided to the Owner as described in the Contract will include the following:

- before the Coverage Date, the Income Benefit Base and the Annual Income Amount as of the Coverage Date; and
- after the Coverage Date, the Income Benefit Base and the Annual Income Amount as of the end of the current report period.

### **Maximum Annuity Income Date**

If the Contract Value is greater than zero on the maximum Annuity Income Date, then the Owner may elect to:

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

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

**Termination of this Rider**

This rider will terminate upon the earliest of the following:

- the date we approve the Owner's request to terminate this rider;
- the date a Purchase Payment or transfer is allocated other than to a Designated Fund or outside the specified allocation percentages;
- the date the Income Benefit Base equals zero immediately following an Early Withdrawal, an Excess Withdrawal or a One-Time Access Withdrawal;
- a change of ownership of the Contract, unless the new Owner or assignee assumes full ownership of the contract and has the same tax identification number as the previous Owner, ownership is transferred from a custodian to a new Owner or the assignment is for the purposes of effectuating a 1035 exchange of the contract;
- the Annuity Income Date under the Contract;
- the death of the Owner (if single-life coverage was elected); or
- termination of the Contract.



[  
[Westley V. Thompson, President] ]

# Individual Variable Annuity Application



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

[Annuity Service Center, 112 Worcester Street, Wellesley Hills, MA 02481 • 800-752-7216]

## 1 | Withdrawal Charge Period

This section must be completed. Please select one:

If this section is left blank the default withdrawal charge will be [9-year.]

9-year (default)  
 7-year  
 5-year

## 2 | Owner Information

This section must be completed.

### Owner

|            |                |           |
|------------|----------------|-----------|
| First Name | Middle Initial | Last Name |
|------------|----------------|-----------|

OR

|                                   |
|-----------------------------------|
| Non-natural owner (if applicable) |
|-----------------------------------|

|  |                            |  |
|--|----------------------------|--|
| Social Security number/TIN                     | Date of birth (mm/dd/yyyy) | <input type="checkbox"/> Male<br><input type="checkbox"/> Female |
| Address 1 (number, street, apartment or suite) |                            |  |
| Address 2                                      |                            |  |
| Mailing Address (if different)                 |                            |  |
| City   | State                      | Zip  |
| E-mail   | Phone                      |  |

### Co-Owner (if any)

If you're applying for a Living Benefit with joint life coverage, the co-owner, if any, must be your spouse.

|  |                            |  |
|--|----------------------------|--|
| First Name                                   | Middle Initial             | Last Name  |
| Social Security number                       | Date of birth (mm/dd/yyyy) | <input type="checkbox"/> Male<br><input type="checkbox"/> Female |
| Address (number, street, apartment or suite) |                            |  |
| City   | State                      | Zip  |
| Relationship to owner                        | Phone                      |  |

## 3 | Annuitant Information

If this section is left blank, the owner, if a natural owner, will be named the annuitant, and the co-owner, if any, will be named the co-annuitant.

### Annuitant (if different from owner)

|  |                            |  |
|--|----------------------------|--|
| First Name                                   | Middle Initial             | Last Name  |
| Social Security number                       | Date of birth (mm/dd/yyyy) | <input type="checkbox"/> Male<br><input type="checkbox"/> Female |
| Address (number, street, apartment or suite) |                            |  |
| City   | State                      | Zip  |

### Co-Annuitant (if different from co-owner)

|  |                            |  |
|--|----------------------------|--|
| First Name                                   | Middle Initial             | Last Name  |
| Social Security number                       | Date of birth (mm/dd/yyyy) | <input type="checkbox"/> Male<br><input type="checkbox"/> Female |
| Address (number, street, apartment or suite) |                            |  |
| City   | State                      | Zip  |

## 4 | Plan Selection

Please select one:

This section must be completed.

- Non-qualified  
 IRA  Roth IRA  SEP IRA  
 Other qualified plan (please specify) \_\_\_\_\_  
 Trustee \_\_\_\_\_

## 5 | Initial payment information

This section must be completed.

Your initial payment must be a minimum of \$10,000, for nonqualified plans, and \$5,000 for qualified plans.

Payment type:

|  |    |
|--|----|
| <input type="checkbox"/> Check             | \$ |
| <input type="checkbox"/> Wire              | \$ |
| <input type="checkbox"/> Transfer/Exchange | \$ |

Make payable to Sun Life Assurance Company of Canada (U.S.) and include the owner's name on the check.

## 6 | Living Benefits

You may elect only one living benefit.

A living benefit can be chosen only at the time of application, is available for an additional cost, may be subject to age availability, and is subject to investment restrictions.

Living Benefit (choose one):

- Sun Income Vision<sup>SM</sup>  
 Sun Income Maximizer<sup>SM</sup> II  
 Sun Income Maximizer<sup>SM</sup> Plus II]

If you do not select single or joint life coverage, the default will be single.

Choose one:

- Single life  Joint life]

## 7 | Death Benefits

A death benefit must be elected at the time of application. Enhanced death benefits are available for an additional cost, may be subject to age availability, and may be subject to investment restrictions.

Death Benefits: (You must select one):

This section must be completed.

- Contract Value death benefit  
 Return of Purchase Payment enhanced death benefit (ROP)  
 Highest Anniversary Value enhanced death benefit (HAV)]

# [Sun Life Solutions Individual Variable Annuity Application]

## 8 | Beneficiary Information

If you name primary beneficiaries, the total must add up to 100%. If you name contingent beneficiaries, the total must add up to 100%. If you do not elect a percentage the 100% will be divided equally among the specified beneficiaries for both primary and contingent beneficiaries.

If you selected a Living Benefit with joint life coverage, the sole primary beneficiary must be your spouse. If the owner is a custodian, and you selected joint life, the sole contingent beneficiary must be your spouse.

**Primary beneficiary**

|                        |                |                            |  |
|------------------------|----------------|----------------------------|--|
| First Name             | Middle Initial | Last Name                  |  |
| Social Security number |                | Date of birth (mm/dd/yyyy) | <input type="checkbox"/> Male<br><input type="checkbox"/> Female |
| Relationship to owner  |                |                            | %  |

**Primary beneficiary**

**Contingent beneficiary**

|                        |                |                            |  |
|------------------------|----------------|----------------------------|--|
| First Name             | Middle Initial | Last Name                  |  |
| Social Security number |                | Date of birth (mm/dd/yyyy) | <input type="checkbox"/> Male<br><input type="checkbox"/> Female |
| Relationship to owner  |                |                            | %  |

**Primary beneficiary**

**Contingent beneficiary**

|                        |                |                            |  |
|------------------------|----------------|----------------------------|--|
| First Name             | Middle Initial | Last Name                  |  |
| Social Security number |                | Date of birth (mm/dd/yyyy) | <input type="checkbox"/> Male<br><input type="checkbox"/> Female |
| Relationship to owner  |                |                            | %  |

**Primary beneficiary**

**Contingent beneficiary**

|                        |                |                            |  |
|------------------------|----------------|----------------------------|--|
| First Name             | Middle Initial | Last Name                  |  |
| Social Security number |                | Date of birth (mm/dd/yyyy) | <input type="checkbox"/> Male<br><input type="checkbox"/> Female |
| Relationship to owner  |                |                            | %  |

If you have additional primary beneficiaries, please list them on a separate sheet of paper. Please provide the information above and make sure to date and sign.

## 9 | Contract Replacements

This section must be completed.

### For contracts signed in a NAIC/Form A State:

Are there any existing life insurance policies or annuity contracts in force and/or pending on the owner(s) with any company including Sun Life Assurance Company of Canada (U.S.) and its affiliates?

Yes—Please complete an “*Important Notice: Replacement of Life Insurance or Annuities (Form A)*,” available on our website at [www.sunlifesaes.com] and listed under your state.

No

### For contracts signed in all other states:

Will the proposed contract replace an existing life insurance policy or annuity contract?

Yes—Please complete your state’s *Replacement Form*, available on our website at [www.sunlifesaes.com] and listed under your state. Also complete the table below by listing each existing policy or contract you are replacing.

| Company insurer | Insured name | Contract number |
|-----------------|--------------|-----------------|
|                 |              |                 |
|                 |              |                 |

(Attach a sheet listing additional policies and/or contracts, if necessary.)

No, this is not a replacement.

## 10 | Fraud Warnings

Depending on where you live, some states require you to read a fraud warning statement. If you reside in one of the following states, please read the statement that applies to you.

**Arkansas**—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.

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

## 11 | Notes

Please do not include any exchange or transfer information here, as it will not be processed. Include annuity income date here.

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## 12 | Customer Acceptance

This section must be completed.

### Important information about procedures for applying for a contract

[**Customer identification notice:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who makes an application. This means we will ask for your name, address, date of birth and other information that will allow us to identify you. We may ask to see your driver’s license or other identifying documents.

I have read the above customer identification notice. I understand that the identity information being provided by me is required by federal law to be collected in order to verify my identity and I authorize its use for this purpose.]

# [Sun Life Solutions Individual Variable Annuity Application]

## 12 | Customer Acceptance (continued)

- I acknowledge that the statements and my answers in the application are the basis for any contract issued by the company and that no information about me will be considered to have been given to Sun Life Assurance Company of Canada (U.S.) unless it is stated in the application.
- I acknowledge that a sales representative does not have Sun Life Assurance Company of Canada (U.S.)'s authorization to accept risk, pass on insurability, or make, void, waive, or change any conditions or provisions of the application, contract or receipt, as applicable.
- I acknowledge that Sun Life Assurance Company of Canada (U.S.) will have no liability until a contract is issued on this application and delivered to and accepted by the owner and the first premium due is paid in full while each proposed owner and annuitant is alive.
- I acknowledge receipt of current product prospectus.

All payments and values provided by the Contract that are based on the variable account assets are not guaranteed and will decrease or increase with investment experience.

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

I hereby represent that my answers to the questions on this application are true and complete to the best of my knowledge and belief.

Sign here ▶

|                    |  |
|--------------------|--|
| Signature of owner |  |
|--------------------|--|

|                        |                          |
|------------------------|--------------------------|
| Signed at (city/state) | Date signed (mm/dd/yyyy) |
|------------------------|--------------------------|

Sign here ▶

|                       |  |
|-----------------------|--|
| Signature of co-owner |  |
|-----------------------|--|

|                        |                          |
|------------------------|--------------------------|
| Signed at (city/state) | Date signed (mm/dd/yyyy) |
|------------------------|--------------------------|

## 13 | Registered Representative Information

### Broker/dealer information (please print)

This section must be completed.

|                       |                              |     |
|-----------------------|------------------------------|-----|
| Broker/dealer name    | Broker/dealer account number |     |
| Branch office address | Phone                        |     |
| City                  | State                        | Zip |
| Producer Team Name    | Team ID                      |     |

### Representative information (please print)

Allocations must be whole numbers and total 100%.

|                             |                      |              |
|-----------------------------|----------------------|--------------|
| Primary representative name | Last 4 digits of SSN | %            |
| Representative name         | Last 4 digits of SSN | %            |
| Representative name         | Last 4 digits of SSN | %            |
| Representative name         | Last 4 digits of SSN | %            |
| Representative name         | Last 4 digits of SSN | %            |
|                             |                      | Total 100% ] |

### 13 | Registered Representative Information (continued)

Commission option (please select one):

- Option A\*     
  Option B\*     
  Option C     
  Option D

\*Not available with 5-year withdrawal charge period.]

#### Contract replacements

**For contracts signed in a NAIC/Form A State:**

Are there any existing life insurance policies or annuity contracts in force and/or pending on the owner(s) with any company including Sun Life Assurance Company of Canada (U.S.) and its affiliates?

- Yes—Please complete an “*Important Notice: Replacement of Life Insurance or Annuities (Form A)*,” available on our website at [www.sunlifesales.com] and listed under your state.  
 No

**For contracts signed in all other states:**

To your knowledge is there, or may there be, a replacement involved in the purchase of this contract?

- Yes—Please complete the state’s *Replacement Form*, available on our website at [www.sunlifesales.com] and listed under your state.  
 No, this is not a replacement.

#### [Anti-money laundering customer identify information

I have reviewed the owner’s identity document presented and recorded the following information from it:

|   |                           |                              |  |
|---|---------------------------|------------------------------|--|
| Applicant name  |                           | Date of Birth (mm/dd/yyyy)   |  |
| Address (number, street, apartment or suite)  |                           |                              |  |
| City  | State                     | Zip                          |  |
| Type of ID document—Individual  | ID number                 | Expiration date (mm/dd/yyyy) |  |
| Type of ID document—Corporate or other non-natural person (a government issued document showing the existence of the entity, e.g. a certificate of good standing or equivalent) |                           |                              |  |
| Date of incorporation or trust  | Issue date of ID document | State of issue               |  |

I certify that I have completed all applicable mandatory state annuity training courses prior to soliciting this application. I have also completed the annuity product training provided by Sun Life for this product, and remain duly licensed to sell annuity contracts.

Sign here ▶

|                                  |
|----------------------------------|
| Primary representative signature |
|----------------------------------|

SERFF Tracking Number: SUNL-127853580 State: Arkansas  
 Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 50376  
 Company Tracking Number: SL SOLUTIONS RIDERS  
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
 Product Name: SL Solutions Riders  
 Project Name/Number: SL Solutions Riders/SL Solutions Riders

## Supporting Document Schedules

|   | <b>Item Status:</b> | <b>Status<br/>Date:</b> |
|---|---------------------|-------------------------|
| <b>Bypassed - Item:</b> Flesch Certification  |                     |                         |
| <b>Bypass Reason:</b> These forms are used with products regulated as a security by the Securities and Exchange Commission (SEC) which are not subject to readability requirements. |                     |                         |
| <b>Comments:</b>  |                     |                         |

|   | <b>Item Status:</b> | <b>Status<br/>Date:</b> |
|---|---------------------|-------------------------|
| <b>Satisfied - Item:</b> Application  |                     |                         |
| <b>Comments:</b><br>Application form is being submitted for review and approval. Please refer to the Form Schedule tab. |                     |                         |

|  | <b>Item Status:</b> | <b>Status<br/>Date:</b> |
|--|---------------------|-------------------------|
| <b>Satisfied - Item:</b> Life & Annuity - Actuarial Memo   |                     |                         |
| <b>Comments:</b>   |                     |                         |
| <b>Attachments:</b><br>Actuarial Memo for SIM II AR.pdf<br>Actuarial Memo for SIM Plus II AR.pdf |                     |                         |

|   | <b>Item Status:</b> | <b>Status<br/>Date:</b> |
|---|---------------------|-------------------------|
| <b>Satisfied - Item:</b> Revised Statements of Variability<br>for specification pages   |                     |                         |
| <b>Comments:</b>  |                     |                         |
| <b>Attachments:</b><br>SOV 11-VA-SP-01 5Yr Spec Pages.pdf<br>SOV 11-VA-SP-02 7Yr Spec Pages.pdf<br>SOV 11-VA-SP-03 9Yr Spec Pages.pdf<br>11-VA-SP-01 5Yr Spec Pages.pdf<br>11-VA-SP-02 7Yr Spec Pages.pdf<br>11-VA-SP-03 9Yr Spec Pages.pdf |                     |                         |

SERFF Tracking Number: SUNL-127853580 State: Arkansas  
Filing Company: Sun Life Assurance Company of Canada (U.S.) State Tracking Number: 50376  
Company Tracking Number: SL SOLUTIONS RIDERS  
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
Product Name: SL Solutions Riders  
Project Name/Number: SL Solutions Riders/SL Solutions Riders

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Statements of Variability for riders  
and application

**Comments:**

**Attachments:**

SOV 11-VA-R-02.pdf  
SOV 11-VA-R-03.pdf  
SOV 11-VA-AP-02 Application.pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** AR Certification of Compliance -  
Reg 19

**Comments:**

**Attachment:**

AR-Certificate of Complaince Rule & Reg 19.pdf

**Sun Life Assurance Company of Canada U.S.  
Statement of Variability**

**Form #: 11-VA-SP-01**

**Revision Date: 11-15-11**

**Variability denoted by bracketing**

| Field                         | Scope of Variation  |
|-------------------------------|---|
| Sun Life Solutions            | This is the marketing name of the variable annuity product.<br>Variability intended for change to the marketing name by the Company.  |
| State Department of Insurance | The state where the contract is delivered or issued for delivery will appear here with the telephone number of that state's insurance department.                                     |
| Contract Number               | Hypothetical - John Doe specimen information.   |
| Contract Type                 | Hypothetical - John Doe specimen information.   |
| Owner                         | Hypothetical - John Doe specimen information.<br>Variability Range = The Owner's name as completed on the Application   |
| Age of Owner                  | Hypothetical - John Doe specimen information.<br>Variability Range = Age 0 – 85   |
| Co-Owner                      | Hypothetical - John Doe specimen information.<br>Variability Range = The Co-Owner's name as completed on the Application<br>If there is no Co-Owner then this will not print.         |
| Age of Co-Owner               | Hypothetical - John Doe specimen information.<br>Variability Range = Age 0 – 85<br>If there is no Co-Owner then this will not print.  |
| Annuitant                     | Hypothetical - John Doe specimen information.<br>Variability Range = The Annuitant's name as completed on the Application   |
| Age of Annuitant              | Hypothetical - John Doe specimen information.<br>Variability Range = Age 0 – 85   |
| Co-Annuitant                  | Hypothetical - John Doe specimen information.<br>Variability Range = The Co-Annuitant's name as completed on the Application<br>If there is no Co-Annuitant then this will not print. |
| Age of Co-Annuitant           | Hypothetical - John Doe specimen information.   |

|   |   |
|---|---|
|   | Variability Range = Age 0 – 85<br>If there is no Co-Annuitant then this will not print.   |
| Issue Date                                  | Hypothetical - John Doe specimen information.<br>Date on which contract becomes effective.  |
| First Contract Anniversary Date             | Hypothetical - John Doe specimen information.<br>One calendar year from the Issue Date  |
| Initial Purchase Payment                    | Hypothetical - John Doe specimen information.<br>Variability Range = \$2,000 and \$10,000,000<br>Variability to show the Initial Purchase Payment by the Owner.   |
| Maximum Age for Subsequent Purchase Payment | Variability Range = 75 - 95<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.   |
| Maximum Total Purchase Payments             | Variability Range =<br>Age: 0 - 85<br>Amount: \$500,000 - \$10,000,000<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.  |
| Benefits and Riders                         | Variability to show any approved and available benefit or riders elected by the Owner.<br>Variable range = benefit elected  |
| Sun Income Vision                           | Hypothetical - John Doe specimen information.<br>Variability to show any approved and available benefit or riders elected by the Owner.   |
| Lifetime Income Percentage Rates Table      | Variability Range:<br>Age of Covered Person = 18 - 95<br>Lifetime Income Percentage = 1% - 8%<br>Age Break Tiers = 1 - 20<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.<br>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print. |
| Coverage Type                               | Hypothetical - John Doe specimen information.<br>Variability Range = Single Life or Joint Life  |

|   |   |
|---|---|
| Covered Person                              | Hypothetical - John Doe specimen information.<br>If Single Life = Oldest Owner<br>If Joint Life = Younger Spouse  |
| Initial Income Benefit Base                 | Hypothetical - John Doe specimen information.   |
| Maximum Income Benefit Base                 | Variability Range = \$1,000,000 - \$10,000,000<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.  |
| Sun Income Vision Rider Date                | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year   |
| Sun Income Vision Coverage Date             | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year   |
| Optional Living Benefit Quarterly Rider Fee | Variability Range:<br>If Single Life is elected then the fees are:<br>Initial = 0.0125% - 0.2375%<br>Maximum = 0.2375%<br>If Joint Life is selected then the fees are:<br>Initial = 0.0125% - 0.275%<br>Maximum = 0.275%<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change will not exceed the Maximum percentage.<br>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print. |
| Sun Income Maximizer II                     | Hypothetical - John Doe specimen information.<br>Variability to show any approved and available benefit or riders elected by the Owner.   |
| Lifetime Income Percentage Rates Table      | Variability Range:<br>Age of Covered Person = 18 - 95<br>Lifetime Income Percentage = 1% - 8%<br>Age Break Tiers = 1 - 20<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.<br>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.   |

|   |  |
|---|--|
| Coverage Type                               | Hypothetical - John Doe specimen information.<br>Variability Range = Single Life or Joint Life   |
| Covered Person                              | Hypothetical - John Doe specimen information.<br>If Single Life = Oldest Owner<br>If Joint Life = Younger Spouse   |
| Initial Income Benefit Base                 | Hypothetical - John Doe specimen information.  |
| Maximum Income Benefit Base                 | Variability Range = \$1,000,000 - \$10,000,000<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only. |
| Maximum Subsequent Purchase Payments        | Variability Range = \$0 - \$250,000<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.            |
| Initial Bonus Base                          | Hypothetical – John Doe specimen information   |
| Bonus Period                                | Variability Range = 1 – 50 years<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.               |
| Bonus Rate                                  | Variability Range = 1% - 20%<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.                   |
| Sun Income Maximizer II Rider Date          | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year  |
| Sun Income Maximizer II Coverage Date       | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year  |
| Optional Living Benefit Quarterly Rider Fee | Variability Range:<br>If Single Life is elected then the fees are:<br>Initial = 0.0125% - 0.4375%<br>Maximum = 0.4375%<br>If Joint Life is selected then the fees are:<br>Initial = 0.0125% - 0.4875%<br>Maximum = 0.4875%     |

|  |  |
|--|--|
|  | <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change will not exceed the Maximum percentage.</p> <p>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.</p>   |
| Sun Income Maximizer Plus II           | <p>Hypothetical - John Doe specimen information.</p> <p>Variability to show any approved and available benefit or riders elected by the Owner.</p>   |
| Lifetime Income Percentage Rates Table | <p>Variability Range:</p> <p>Age of Covered Person = 18 - 95</p> <p>Lifetime Income Percentage = 1% - 8%</p> <p>Age Break Tiers = 1 - 20</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p> <p>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.</p> |
| Coverage Type                          | <p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = Single Life or Joint Life</p>  |
| Covered Person                         | <p>Hypothetical - John Doe specimen information.</p> <p>If Single Life = Oldest Owner</p> <p>If Joint Life = Younger Spouse</p>  |
| Initial Income Benefit Base            | <p>Hypothetical - John Doe specimen information.</p>   |
| Maximum Income Benefit Base            | <p>Variability Range = \$1,000,000 - \$10,000,000</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>  |
| Maximum Subsequent Purchase Payments   | <p>Variability Range = \$0 - \$250,000</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>   |
| Initial Bonus Base                     | <p>Hypothetical – John Doe specimen information</p>  |
| Bonus Period                           | <p>Variability Range = 1 – 50 years</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>  |
| Bonus Rate                             | <p>Variability Range = 1% - 20%</p> <p>Variability only intended for a future change by the Company after an actuarial</p>   |

|   |  |
|---|--|
|   | pricing evaluation. Any such change would apply to new issues on a going forward basis only.   |
| Plus Factor                                       | Variability Range = 0.5% - 6%<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.                        |
| Sun Income Maximizer Plus II Rider Date           | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year  |
| Sun Income Maximizer Plus II Coverage Date        | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year  |
| Optional Living Benefit Quarterly Rider Fee       | Variability Range:<br>If Single Life is elected then the fees are:<br>Initial = 0.0125% - 0.4375%<br>Maximum = 0.4375%<br>If Joint Life is selected then the fees are:<br>Initial = 0.0125% - 0.4875%<br>Maximum = 0.4875%           |
| Death Benefit Return of Purchase Payment          | Variability Range = Contract Value or<br>Return of Purchase Payment (ROP) or<br>Highest Anniversary Value (HAV)<br>Variability to show any approved and available death benefit elected by the Owner.                                |
| Annual Contract Fee                               | Variability Range:<br>Initial = \$0 - \$50<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.           |
| Minimum Contract Value for waiver of Contract Fee | Variability Range:<br>Initial = \$50,000 - \$250,000<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only. |
| Death Benefit Charge                              | Variability only intended to show if an optional Death Benefit with an additional charge is selected. If not selected then this will not print.<br>Variable Range:<br>Return of Purchase Payment                                     |

|   |  |
|---|--|
|   | <p>0.20% - first 5 years</p> <p>0.20% - after 5 years</p> <p>Highest Anniversary Value</p> <p>0.60% - first 5 years</p> <p>0.60% - after 5 years</p>   |
| Total Annual Asset Charge                         | <p>Variability only intended to show if an optional Death Benefit with an additional charge is selected. If not selected then the Total Annual Asset Charge equals the Basic Annual Asset Charge.</p> <p>Variable Range:</p> <p>If Return of Purchase Payment</p> <p>1.80% - first 5 years</p> <p>1.20% - after 5 years</p> <p>If Highest Anniversary Value</p> <p>2.20% - first 5 years</p> <p>1.60% - after 5 years</p>  |
| Free Withdrawal Amount                            | <p>Variability Range:</p> <p>% of Purchase Payments subject to withdrawal charges at time of withdrawal = 10% - 15%</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>  |
| Benefit Eligibility Date                          | <p>Hypothetical – John Doe specimen information</p> <p>Variability = First Contract Anniversary Date</p>   |
| Initial Purchase Payment Allocation Blended Model | <p>Hypothetical – John Doe specimen information</p> <p>Variability Range = Any available model.</p> <p>If elected text and Model Name is printed.</p> <p>This is the current name of the model. No other marketing names are anticipated at this time.</p> <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p> |
| Variable  | <p>Hypothetical – John Doe specimen information</p> <p>Variability to show Owner’s selection of the then currently available Variable sub-accounts and corresponding allocation percentages.</p>   |
| Dollar Cost Averaging                             | <p>Hypothetical – John Doe specimen information</p> <p>Variability to show Owner’s participation in Dollar Cost Averaging Program</p> <p>Variability Range:</p> <p>DCA from Account = Funds designated as DCA from which investments will be</p>   |

|                                      |  |
|--------------------------------------|--|
|                                      | <p>automatically made.</p> <p>DCA Percentage Initial Purchase Payment = 1.00% - 100%</p> <p>Initial DCA Period = Length of time from which investments will be made from the DCA from Account. Current periods are for 6 months and 12 months.</p> <p>Initial DCA Frequency = Payment frequency as selected by the Owner:</p> <p>6 month - 6 monthly payments<br/> 12 month - 12 monthly payments<br/> 12 month - 4 quarterly payments</p> <p>Initial Interest Rate = 1.00% - 10.00%</p> <p>Variability only intended for a future change by the Company. Any such change would apply to new issues or future payments to the DCA on a going forward basis only.</p> |
| DCA Fixed Account Minimum Guarantees | <p>Variability only intended for a future change to the DCA Program whereas the Company may decide to suspend or discontinue the DCA Program.</p> <p>Any such change would apply to new issues on a going forward basis only.</p> <p>DCA Fixed Account Minimum Guaranteed Interest Rate = 1.00% - 3.00%</p> <p>Rate is based on the nonforfeiture rate.</p> <p>Variability only intended for future changes to the nonforfeiture rate.</p> <p>Any such change would apply to new issues going forward basis only.</p>  |
| Transfers                            | <p>Variability Range:</p> <p>Initial Fee Per Transfer = \$0 - \$25</p> <p>Maximum Number of Transfers Per Contract Year = 1 - 20</p>   |
| Annuitization                        | <p>Hypothetical – John Doe specimen information</p> <p>Variability Range:</p> <p>Annuity Income Date = Date selected by Owner or maximum commencement date, not later than the first month following the Annuitant's 95<sup>th</sup> birthday..</p> <p>Minimum Annuity Purchase Amount = \$1,000 - \$5,000</p> <p>Minimum Initial Annuity Payment = \$20 - \$100</p> <p>Maximum Contract Fee After Annuity Commencement Date = \$0 - \$50</p>  |
| 4.20%                                | <p>Variability Range = 3.25% - 6.00%</p> <p>Variability only intended for a future change by the Company. Any such change would apply to new issues on a going forward basis only.</p>   |
| Beneficiary Information              | <p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = The Beneficiary(ies)'s name(s), relationship and allocation percentage as completed on the Application.</p>  |
| Multiple Beneficiaries on File       | <p>Variability to show text when greater than four beneficiaries.</p>  |

|   |   |
|---|---|
| <p>You have selected an optional living benefit or death benefit option and must adhere to the following allocation limits.</p> | <p>This text will print if an optional living benefit or death benefit option is elected. If not elected, then this text will not print.</p>  |
| <p>I. 100% Allocation Option ... SC Ibbotson Conservative Fund</p>  | <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p> |
| <p>(40% to 100%)</p>  | <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p> |
| <p>(0% to 60%)</p>  | <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p> |
| <p>I. 100% Allocation Option ... Templeton Global Bond Securities Fund</p>  | <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p> |
| <p>(30% to 100%)</p>  | <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p> |
| <p>(0% to 70%)</p>  | <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p> |
| <p>(0% to 70%)</p>  | <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p> |
| <p>(0% to 70%)</p>  | <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p> |
| <p>(0% to 10%)</p>  | <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p> |

**Sun Life Assurance Company of Canada U.S.  
Statement of Variability**

**Form #: 11-VA-SP-02**

**Revision Date: 11-15-11**

**Variability denoted by bracketing**

| Field                         | Scope of Variation   |
|-------------------------------|--|
| Sun Life Solutions Annuity    | This is the marketing name of the variable annuity product.<br>Variability intended for the final marketing name by the Company.   |
| State Department of Insurance | The state where the contract is delivered or issued for delivery will appear here with the telephone number of that state's insurance department.                                    |
| Contract Number               | Hypothetical - John Doe specimen information.  |
| Contract Type                 | Hypothetical - John Doe specimen information.  |
| Owner                         | Hypothetical - John Doe specimen information.<br>Variability Range = The Owner's name as completed on the Application  |
| Age of Owner                  | Hypothetical - John Doe specimen information.<br>Variability Range = Age 0 – 85  |
| Co-Owner                      | Hypothetical - John Doe specimen information.<br>Variability Range = The Co-Owner's name as completed on the Application<br>If no Co-Owner then this will not print.                 |
| Age of Co-Owner               | Hypothetical - John Doe specimen information.<br>Variability Range = Age 0 – 85<br>If no Co-Owner then this will not print.  |
| Annuitant                     | Hypothetical - John Doe specimen information.<br>Variability Range = The Annuitant's name as completed on the Application  |
| Age of Annuitant              | Hypothetical - John Doe specimen information.<br>Variability Range = Age 0 – 85  |
| Co-Annuitant                  | Hypothetical - John Doe specimen information.<br>Variability Range = The Co-Annuitant's name as completed on the Application<br>If there is no C-Annuitant then this will not print. |

| Field                                       | Scope of Variation   |
|---|--|
| Age of Co-Annuitant                         | <p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = Age 0 – 85.</p> <p>If there is no C-Annuitant then this will not print.</p>  |
| Issue Date                                  | <p>Hypothetical - John Doe specimen information.</p> <p>Date on which contract becomes effective.</p>  |
| First Contract Anniversary Date             | <p>Hypothetical - John Doe specimen information.</p> <p>One calendar year from the Issue Date</p>  |
| Initial Purchase Payment                    | <p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = \$2,000 and \$10,000,000</p> <p>Variability to show the Initial Purchase Payment by the Owner.</p>   |
| Maximum Age for Subsequent Purchase Payment | <p>Variability Range = 75 - 95</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>   |
| Maximum Total Purchase Payments             | <p>Variability Range =</p> <p>Age: 0 - 85</p> <p>Amount: \$500,000 - \$10,000,000</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>  |
| Benefits and Riders                         | <p>Variability to show any approved and available benefit or riders elected by the Owner.</p> <p>Variable range = benefit elected</p>  |
| Sun Income Vision                           | <p>Hypothetical - John Doe specimen information.</p> <p>Variability to show any approved and available benefit or riders elected by the Owner.</p>   |
| Lifetime Income Percentage Rates Table      | <p>Variability Range:</p> <p>Age of Covered Person = 18 - 95</p> <p>Lifetime Income Percentage = 1% - 8%</p> <p>Age Break Tiers = 1 - 20</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p> <p>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.</p> |

| Field                                       | Scope of Variation  |
|---|---|
| Coverage Type                               | Hypothetical - John Doe specimen information.<br>Variability Range = Single Life or Joint Life  |
| Covered Person                              | Hypothetical - John Doe specimen information.<br>If Single Life = Oldest Owner<br>If Joint Life = Younger Spouse  |
| Initial Income Benefit Base                 | Hypothetical - John Doe specimen information.   |
| Maximum Income Benefit Base                 | Variability Range = \$1,000,000 - \$10,000,000<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.  |
| Sun Income Vision Rider Date                | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year   |
| Sun Income Vision Coverage Date             | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year   |
| Optional Living Benefit Quarterly Rider Fee | Variability Range:<br>If Single Life is elected then the fees are:<br>Initial = 0.0125% - 0.2375%<br>Maximum = 0.2375%<br>If Joint Life is selected then the fees are:<br>Initial = 0.0125% - 0.275%<br>Maximum = 0.275%<br><br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change will not exceed the Maximum percentage.<br><br>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print. |
| Sun Income Maximizer II                     | Hypothetical - John Doe specimen information.<br>Variability to show any approved and available benefit or riders elected by the Owner.   |
| Lifetime Income Percentage Rates Table      | Variability Range:<br>Age of Covered Person = 18 - 95<br>Lifetime Income Percentage = 1% - 8%<br>Age Break Tiers = 1 - 20<br><br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.   |

|   |  |
|---|--|
|   | This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.   |
| Coverage Type                               | Hypothetical - John Doe specimen information.<br>Variability Range = Single Life or Joint Life   |
| Covered Person                              | Hypothetical - John Doe specimen information.<br>If Single Life = Oldest Owner<br>If Joint Life = Younger Spouse   |
| Initial Income Benefit Base                 | Hypothetical - John Doe specimen information.  |
| Maximum Income Benefit Base                 | Variability Range = \$1,000,000 - \$10,000,000<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only. |
| Maximum Subsequent Purchase Payments        | Variability Range = \$0 - \$250,000<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.            |
| Initial Bonus Base                          | Hypothetical – John Doe specimen information   |
| Bonus Period                                | Variability Range = 1 – 50 years<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.               |
| Bonus Rate                                  | Variability Range = 1% - 20%<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.                   |
| Sun Income Maximizer II Rider Date          | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year  |
| Sun Income Maximizer II Coverage Date       | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year  |
| Optional Living Benefit Quarterly Rider Fee | Variability Range:<br>If Single Life is elected then the fees are:<br>Initial = 0.0125% - 0.4375%<br>Maximum = 0.4375%<br>If Joint Life is selected then the fees are:   |

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|  | <p>Initial = 0.0125% - 0.4875%</p> <p>Maximum = 0.4875%</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change will not exceed the Maximum percentage.</p> <p>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.</p>   |
| Sun Income Maximizer Plus II           | <p>Hypothetical - John Doe specimen information.</p> <p>Variability to show any approved and available benefit or riders elected by the Owner.</p>   |
| Lifetime Income Percentage Rates Table | <p>Variability Range:</p> <p>Age of Covered Person = 18 - 95</p> <p>Lifetime Income Percentage = 1% - 8%</p> <p>Age Break Tiers = 1 - 20</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p> <p>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.</p> |
| Coverage Type                          | <p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = Single Life or Joint Life</p>  |
| Covered Person                         | <p>Hypothetical - John Doe specimen information.</p> <p>If Single Life = Oldest Owner</p> <p>If Joint Life = Younger Spouse</p>  |
| Initial Income Benefit Base            | <p>Hypothetical - John Doe specimen information.</p>   |
| Maximum Income Benefit Base            | <p>Variability Range = \$1,000,000 - \$10,000,000</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>  |
| Maximum Subsequent Purchase Payments   | <p>Variability Range = \$0 - \$250,000</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>   |
| Initial Bonus Base                     | <p>Hypothetical – John Doe specimen information</p>  |
| Bonus Period                           | <p>Variability Range = 1 – 50 years</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>  |

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| Bonus Rate  | Variability Range = 1% - 20%<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.   |
| Plus Factor                                       | Variability Range = 0.5% - 6%<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.  |
| Sun Income Maximizer Plus II Rider Date           | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year  |
| Sun Income Maximizer Plus II Coverage Date        | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year  |
| Optional Living Benefit Quarterly Rider Fee       | Variability Range:<br>If Single Life is elected then the fees are:<br>Initial = 0.0125% - 0.4375%<br>Maximum = 0.4375%<br>If Joint Life is selected then the fees are:<br>Initial = 0.0125% - 0.4875%<br>Maximum = 0.4875%   |
| Death Benefit<br>Return of Purchase Payment       | Variability Range = Contract Value or<br>Return of Purchase Payment (ROP) or<br>Highest Anniversary Value (HAV)<br>Variability to show any approved and available death benefit elected by the Owner.  |
| Annual Contract Fee                               | Variability Range:<br>Initial = \$0 - \$50<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.   |
| Minimum Contract Value for waiver of Contract Fee | Variability Range:<br>Initial = \$50,000 - \$250,000<br>Maximum = \$50,000 - \$250,000<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only. |

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| Death Benefit Charge                              | <p>Variability only intended to show if an optional Death Benefit with an additional charge is selected. If not selected then this will not print.</p> <p>Variable Range:</p> <p>Return of Purchase Payment</p> <p>0.20% - first 7 years</p> <p>0.20% - after 7 years</p> <p>Highest Anniversary Value</p> <p>0.60% - first 7 years</p> <p>0.60% - after 7 years</p>   |
| Total Annual Asset Charge                         | <p>Variability only intended to show if an optional Death Benefit with an additional charge is selected. If not selected then the Total Annual Asset Charge equals the Basic Annual Asset Charge.</p> <p>Variable Range:</p> <p>If Return of Purchase Payment</p> <p>1.40% - first 7 years</p> <p>1.20% - after 7 years</p> <p>If Highest Anniversary Value</p> <p>1.80% - first 7 years</p> <p>1.60% - after 7 years</p>  |
| Free Withdrawal Amount                            | <p>Variability Range:</p> <p>% of Purchase Payments subject to withdrawal charges at time of withdrawal = 10% - 15%</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>  |
| Benefit Eligibility Date                          | <p>Hypothetical – John Doe specimen information</p> <p>Variability = First Contract Anniversary Date</p>   |
| Initial Purchase Payment Allocation Blended Model | <p>Hypothetical – John Doe specimen information</p> <p>Variability Range = Any available model.</p> <p>If elected text and Model Name is printed.</p> <p>This is the current name of the model. No other marketing names are anticipated at this time.</p> <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p> |
| Variable  | <p>Hypothetical – John Doe specimen information</p> <p>Variability to show Owner's selection of the then currently available Variable sub-accounts and corresponding allocation percentages.</p>   |

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| Dollar Cost Averaging                | <p>Hypothetical – John Doe specimen information</p> <p>Variability to show Owner’s participation in Dollar Cost Averaging Program</p> <p>Variability Range:</p> <p>DCA from Account = Funds designated as DCA from which investments will be automatically made.</p> <p>DCA Percentage Initial Payment Purchase = 1.00% - 100%</p> <p>Initial DCA Period = Length of time from which investments will be made from the DCA from Account. Current periods are for 6 months and 12 months.</p> <p>Initial DCA Frequency = Payment frequency as selected by the Owner:</p> <p style="padding-left: 40px;">6 month - 6 monthly payments<br/>12 month - 12 monthly payments<br/>12 month - 4 quarterly payments</p> <p>Initial Interest Rate = 1.00% - 10.00%</p> <p>Variability only intended for a future change by the Company. Any such change would apply to new issues or future payments to the DCA on a going forward basis only.</p> |
| DCA Fixed Account Minimum Guarantees | <p>Variability only intended for a future change to the DCA Program whereas the Company may decide to suspend or discontinue the DCA Program.</p> <p>Any such change would apply to new issues on a going forward basis only.</p> <p>DCA Fixed Account Minimum Guaranteed Interest Rate = 1.00% - 3.00%</p> <p>Rate is based on the nonforfeiture rate.</p> <p>Variability only intended for future changes to the nonforfeiture rate.</p> <p>Any such change would apply to new issues going forward basis only.</p>  |
| Transfers                            | <p>Variability Range:</p> <p>Initial Fee Per Transfer = \$0 - \$25</p> <p>Maximum Number of Transfers Per Contract Year = 1 - 20</p>   |
| Annuitization                        | <p>Hypothetical – John Doe specimen information</p> <p>Variability Range:</p> <p>Annuity Income Date = Date selected by Owner or maximum commencement date, not later than the first month following the Annuitant’s 95<sup>th</sup> birthday..</p> <p>Minimum Annuity Purchase Amount = \$1,000 - \$5,000</p> <p>Minimum Initial Annuity Payment = \$20 - \$100</p> <p>Maximum Contract Fee After Annuity Commencement Date = \$0 - \$50</p>  |
| 4.20%                                | <p>Variability Range = 3.25% - 6.00%</p> <p>Variability only intended for a future change by the Company. Any such change would apply to new issues on a going forward basis only.</p>   |

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| Beneficiary Information  | Hypothetical - John Doe specimen information.<br>Variability Range = The Beneficiary(ies)'s name(s), relationship and allocation percentage as completed on the Application.   |
| Multiple Beneficiaries on File   | Variability to show text when greater than four beneficiaries.   |
| You have selected ... Sun Capital Global Real Estate Fund  | This text and Investment Options is will print if the Living Benefit Rider or Death Benefit option is elected. If not elected, then this table will not print.<br>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval. |
| You have selected an optional living benefit or death benefit option and must adhere to the following allocation limits. | This text will print if the optional living benefit or death benefit option is elected. If not elected, then this table will not print.  |
| I. 100% Allocation Option ... SC Ibbotson Conservative Fund  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.   |
| (40% to 100%)  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.   |
| (0% to 60%)  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.   |
| I. 100% Allocation Option ... Templeton Global Bond Securities Fund  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.   |
| (30% to 100%)  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.   |
| (0% to 70%)  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.   |
| (0% to 70%)  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.   |

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| (0% to 70%) | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval. |
| (0% to 10%) | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval. |

**Sun Life Assurance Company of Canada U.S.  
Statement of Variability**

**Form #: 11-VA-SP-03**

**Revision Date: 11-15-11**

**Variability denoted by bracketing**

| Field                         | Scope of Variation  |
|-------------------------------|---|
| Sun Life Solutions Annuity    | This is the marketing name of the variable annuity product.<br>Variability intended for change to the marketing name by the Company.  |
| State Department of Insurance | The state where the contract is delivered or issued for delivery will appear here with the telephone number of that state's insurance department.                                     |
| Contract Number               | Hypothetical - John Doe specimen information.   |
| Contract Type                 | Hypothetical - John Doe specimen information.   |
| Owner                         | Hypothetical - John Doe specimen information.<br>Variability Range = The Owner's name as completed on the Application   |
| Age of Owner                  | Hypothetical - John Doe specimen information.<br>Variability Range = Age 0 – 85   |
| Co-Owner                      | Hypothetical - John Doe specimen information.<br>Variability Range = The Co-Owner's name as completed on the Application<br>If there is no Co-Owner then this will not print.         |
| Age of Co-Owner               | Hypothetical - John Doe specimen information.<br>Variability Range = Age 0 – 85<br>If there is no Co-Owner then this will not print..   |
| Annuitant                     | Hypothetical - John Doe specimen information.<br>Variability Range = The Annuitant's name as completed on the Application   |
| Age of Annuitant              | Hypothetical - John Doe specimen information.<br>Variability Range = Age 0 – 85.  |
| Co-Annuitant                  | Hypothetical - John Doe specimen information.<br>Variability Range = The Co-Annuitant's name as completed on the Application<br>If there is no Co-Annuitant then this will not print. |

| Field                                       | Scope of Variation   |
|---|--|
| Age of Co-Annuitant                         | <p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = Age 0 – 85</p> <p>If there is no Co-Annuitant then this will not print.</p>  |
| Issue Date                                  | <p>Hypothetical - John Doe specimen information.</p> <p>Date on which contract becomes effective.</p>  |
| First Contract Anniversary Date             | <p>Hypothetical - John Doe specimen information.</p> <p>One calendar year from the Issue Date</p>  |
| Initial Purchase Payment                    | <p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = \$2,000 and \$10,000,000</p> <p>Variability to show the Initial Purchase Payment by the Owner.</p>   |
| Maximum Age for Subsequent Purchase Payment | <p>Variability Range = 75 - 95</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>   |
| Maximum Total Purchase Payments             | <p>Variability Range =</p> <p>Age: 0 - 85</p> <p>Amount: \$500,000 - \$10,000,000</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>  |
| Benefits and Riders                         | <p>Variability to show any approved and available benefit or riders elected by the Owner.</p> <p>Variable range = benefit elected</p>  |
| Sun Income Vision                           | <p>Hypothetical - John Doe specimen information.</p> <p>Variability to show any approved and available benefit or riders elected by the Owner.</p>   |
| Lifetime Income Percentage Rates Table      | <p>Variability Range:</p> <p>Age of Covered Person = 18 - 95</p> <p>Lifetime Income Percentage = 1% - 8%</p> <p>Age Break Tiers = 1 - 20</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p> <p>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.</p> |

| Field                                       | Scope of Variation  |
|---|---|
| Coverage Type                               | Hypothetical - John Doe specimen information.<br>Variability Range = Single Life or Joint Life  |
| Covered Person                              | Hypothetical - John Doe specimen information.<br>If Single Life = Oldest Owner<br>If Joint Life = Younger Spouse  |
| Initial Income Benefit Base                 | Hypothetical - John Doe specimen information.   |
| Maximum Income Benefit Base                 | Variability Range = \$1,000,000 - \$10,000,000<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.  |
| Sun Income Vision Rider Date                | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year   |
| Sun Income Vision Coverage Date             | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year   |
| Optional Living Benefit Quarterly Rider Fee | Variability Range:<br>If Single Life is elected then the fees are:<br>Initial = 0.0125% - 0.2375%<br>Maximum = 0.2375%<br>If Joint Life is selected then the fees are:<br>Initial = 0.0125% - 0.275%<br>Maximum = 0.275%<br><br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change will not exceed the Maximum percentage.<br>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print. |
| Sun Income Maximizer II                     | Hypothetical - John Doe specimen information.<br>Variability to show any approved and available benefit or riders elected by the Owner.   |
| Lifetime Income Percentage Rates Table      | Variability Range:<br>Age of Covered Person = 18 - 95<br>Lifetime Income Percentage = 1% - 8%<br>Age Break Tiers = 1 - 20<br><br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.   |

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|   | This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.   |
| Coverage Type                               | Hypothetical - John Doe specimen information.<br>Variability Range = Single Life or Joint Life   |
| Covered Person                              | Hypothetical - John Doe specimen information.<br>If Single Life = Oldest Owner<br>If Joint Life = Younger Spouse   |
| Initial Income Benefit Base                 | Hypothetical - John Doe specimen information.  |
| Maximum Income Benefit Base                 | Variability Range = \$1,000,000 - \$10,000,000<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only. |
| Maximum Subsequent Purchase Payments        | Variability Range = \$0 - \$250,000<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.            |
| Initial Bonus Base                          | Hypothetical – John Doe specimen information   |
| Bonus Period                                | Variability Range = 1 – 50 years<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.               |
| Bonus Rate                                  | Variability Range = 1% - 20%<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.                   |
| Sun Income Maximizer II Rider Date          | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year  |
| Sun Income Maximizer II Coverage Date       | Hypothetical - John Doe specimen information.<br>Date = Month Day, Year  |
| Optional Living Benefit Quarterly Rider Fee | Variability Range:<br>If Single Life is elected then the fees are:<br>Initial = 0.0125% - 0.4375%<br>Maximum = 0.4375%<br>If Joint Life is selected then the fees are:   |

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|  | <p>Initial = 0.0125% - 0.4875%</p> <p>Maximum = 0.4875%</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change will not exceed the Maximum percentage.</p> <p>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.</p>   |
| Sun Income Maximizer Plus II           | <p>Hypothetical - John Doe specimen information.</p> <p>Variability to show any approved and available benefit or riders elected by the Owner.</p>   |
| Lifetime Income Percentage Rates Table | <p>Variability Range:</p> <p>Age of Covered Person = 18 - 95</p> <p>Lifetime Income Percentage = 1% - 8%</p> <p>Age Break Tiers = 1 - 20</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p> <p>This table and the information provided will print if the Living Benefit Rider is elected. If not elected, then this table will not print.</p> |
| Coverage Type                          | <p>Hypothetical - John Doe specimen information.</p> <p>Variability Range = Single Life or Joint Life</p>  |
| Covered Person                         | <p>Hypothetical - John Doe specimen information.</p> <p>If Single Life = Oldest Owner</p> <p>If Joint Life = Younger Spouse</p>  |
| Initial Income Benefit Base            | <p>Hypothetical - John Doe specimen information.</p>   |
| Maximum Income Benefit Base            | <p>Variability Range = \$1,000,000 - \$10,000,000</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>  |
| Maximum Subsequent Purchase Payments   | <p>Variability Range = \$0 - \$250,000</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>   |
| Initial Bonus Base                     | <p>Hypothetical – John Doe specimen information</p>  |
| Bonus Period                           | <p>Variability Range = 1 – 50 years</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>  |

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|---|---|
| Bonus Rate                                  | <p>Variability Range = 1% - 20%</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>   |
| Plus Factor                                 | <p>Variability Range = 0.5% - 6%</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>  |
| Sun Income Maximizer Plus II Rider Date     | <p>Hypothetical - John Doe specimen information.</p> <p>Date = Month Day, Year</p>  |
| Sun Income Maximizer Plus II Coverage Date  | <p>Hypothetical - John Doe specimen information.</p> <p>Date = Month Day, Year</p>  |
| Optional Living Benefit Quarterly Rider Fee | <p>Variability Range:</p> <p>If Single Life is elected then the fees are:</p> <p style="padding-left: 40px;">Initial = 0.0125% - 0.4375%</p> <p style="padding-left: 40px;">Maximum = 0.4375%</p> <p>If Joint Life is selected then the fees are:</p> <p style="padding-left: 40px;">Initial = 0.0125% - 0.4875%</p> <p style="padding-left: 40px;">Maximum = 0.4875%</p>   |
| Death Benefit Return of Purchase Payment    | <p>Variability Range = Contract Value or</p> <p style="padding-left: 40px;">Return of Purchase Payment (ROP) or</p> <p style="padding-left: 40px;">Highest Anniversary Value (HAV)</p> <p>Variability to show any approved and available death benefit endorsements elected by the Owner.</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p> |
| Annual Contract Fee                         | <p>Variability Range:</p> <p>Initial = \$0 - \$50</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>   |

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| Minimum Contract Value for waiver of Contract Fee | <p>Variability Range:</p> <p>Initial = \$50,000 - \$250,000</p> <p>Maximum = \$50,000 - \$250,000</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>  |
| Death Benefit Charge                              | <p>Variability only intended to show if an optional Death Benefit with an additional charge is selected. If not selected then this will not print.</p> <p>Variable Range:</p> <p>Return of Purchase Payment = 0.20%</p> <p>Highest Anniversary Value = 0.60%</p>   |
| Total Annual Asset Charge                         | <p>Variability only intended to show if an optional Death Benefit with an additional charge is selected. If not selected then the Total Annual Asset Charge equals the Basic Annual Asset Charge.</p> <p>Variable Range:</p> <p>If Return of Purchase Payment then = 1.20%</p> <p>If Highest Anniversary Value then = 1.60%</p>  |
| Free Withdrawal Amount                            | <p>Variability Range:</p> <p>% of Purchase Payments subject to withdrawal charges at time of withdrawal = 10% - 15%</p> <p>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.</p>  |
| Benefit Eligibility Date                          | <p>Hypothetical – John Doe specimen information</p> <p>Variability = First Contract Anniversary Date</p>   |
| Initial Purchase Payment Allocation Blended Model | <p>Hypothetical – John Doe specimen information</p> <p>Variability Range = Any available model.</p> <p>If elected text and Model Name is printed.</p> <p>This is the current name of the model. No other marketing names are anticipated at this time.</p> <p>Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval.</p> |
| Variable  | <p>Hypothetical – John Doe specimen information</p> <p>Variability to show Owner’s selection of the then currently available Variable sub-accounts and corresponding allocation percentages.</p>   |

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| <p>Dollar Cost Averaging</p>                | <p>Hypothetical – John Doe specimen information</p> <p>Variability to show Owner’s participation in Dollar Cost Averaging Program</p> <p>Variability Range:</p> <p>DCA from Account = Funds designated as DCA from which investments will be automatically made.</p> <p>DCA Percentage Initial Payment = 1.00% - 100%</p> <p>Initial DCA Period = Length of time from which investments will be made from the DCA from Account. Current periods are for 6 months and 12 months.</p> <p>Initial DCA Frequency = Payment frequency as selected by the Owner:</p> <p style="padding-left: 40px;">6 month - 6 monthly payments<br/>12 month - 12 monthly payments<br/>12 month - 4 quarterly payments</p> <p>Initial Interest Rate = 1.00% - 10.00%</p> <p>Variability only intended for a future change by the Company. Any such change would apply to new issues or future payments to the DCA on a going forward basis only.</p> |
| <p>DCA Fixed Account Minimum Guarantees</p> | <p>Variability only intended for a future change to the DCA Program whereas the Company may decide to suspend or discontinue the DCA Program.</p> <p>Any such change would apply to new issues on a going forward basis only.</p> <p>DCA Fixed Account Minimum Guaranteed Interest Rate = 1.00% - 3.00%</p> <p>Rate is based on the nonforfeiture rate.</p> <p>Variability only intended for future changes to the nonforfeiture rate.</p> <p>Any such change would apply to new issues going forward basis only.</p>   |
| <p>Transfers</p>                            | <p>Variability Range:</p> <p>Initial Fee Per Transfer = \$0 - \$25</p> <p>Maximum Number of Transfers Per Contract Year = 1 - 20</p>  |
| <p>Annuitization</p>                        | <p>Hypothetical – John Doe specimen information</p> <p>Variability Range:</p> <p>Annuity Income Date = Date selected by Owner or maximum commencement date. Not later than the first month following the Annuitant’s 95<sup>th</sup> birthday.</p> <p>Minimum Annuity Purchase Amount = \$1,000 - \$5,000</p> <p>Minimum Initial Annuity Payment = \$20 - \$100</p> <p>Maximum Contract Fee After Annuity Commencement Date = \$0 - \$50</p>  |
| <p>4.20%</p>                                | <p>Variability Range = 3.25% - 6.00%</p> <p>Variability only intended for a future change by the Company. Any such change would apply to new issues on a going forward basis only.</p>  |

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| Beneficiary Information  | Hypothetical - John Doe specimen information.<br>Variability Range = The Beneficiary(ies)'s name(s), relationship and allocation percentage as completed on the Application.                             |
| Multiple Beneficiaries on File   | Variability to show text when greater than four beneficiaries.   |
| You have selected an optional living benefit or death benefit option and must adhere to the following allocation limits. | This text will print if an optional living benefit or death benefit option is elected. If not elected, then this table will not print.   |
| I. 100% Allocation Option ... SC Ibbotson Conservative Fund  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval. |
| (40% to 100%)  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval. |
| (0% to 60%)  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval. |
| I. 100% Allocation Option ... Templeton Global Bond Securities Fund  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval. |
| (30% to 100%)  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval. |
| (0% to 70%)  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval. |
| (0% to 70%)  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval. |
| (0% to 70%)  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval. |
| (0% to 10%)  | Variability only intended for a future change by the Company. Any such change will not significantly alter the underlying structure of the contract and may be changed without notice or prior approval. |



# Sample Contract Specifications

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

[



]

[Massachusetts] Department of Insurance - [800-xxx-xxxx]

### 1. CONTRACT SPECIFICATIONS

|   |  |
|---|--|
| Contract Number                             | [03-0350-123456]   |
| Contract Type                               | [Non-Qualified]  |
| Owner                                       | [John Smith]   |
| Age of Owner                                | [40]   |
| Co-Owner                                    | [Mary Smith]   |
| Age of Co-Owner                             | [40]   |
| Annuitant                                   | [John Smith]   |
| Age of Annuitant                            | [40]   |
| Co-Annuitant                                | [Mary Smith]   |
| Age of Co-Annuitant                         | [40]   |
| Issue Date                                  | [May 1, 2011]  |
| First Contract Anniversary Date             | [May 1, 2012]  |
| Initial Purchase Payment                    | [\$100,000]  |
| Minimum Subsequent Purchase Payment         | \$1,000  |
| Maximum Age for Subsequent Purchase Payment | [85]   |
| Maximum Total Purchase Payments             | [\$2,000,000 for ages 80 and younger<br>\$1,000,000 for ages 81- 85] |

#### [Benefits and Riders]

##### [[Sun Income Vision]

| [Lifetime Income Percentage Rates Table |                            |
|---|----------------------------|
| Age of Covered Person                   | Lifetime Income Percentage |
| [59 - 64                                | [3%                        |
| 65 – 79                                 | 4%                         |
| 80 or older ]                           | 5% ]                       |

|                                 |                |
|---------------------------------|----------------|
| Coverage Type                   | [Single Life]  |
| Covered Person                  | [John Smith]   |
| Initial Income Benefit Base     | [\$100,000]    |
| Maximum Income Benefit Base     | [\$10,000,000] |
| Sun Income Vision Rider Date    | [May 1, 2011]  |
| Sun Income Vision Coverage Date | [May 1, 2030]  |

| Optional Living Benefit Quarterly Rider Fee  | Initial   | Maximum   |
|--|-----------|-----------|
| Sun Income Vision Quarterly Rider Fee Rate   | [0.0875%] | [0.2375%] |
| The initial Rider Fee Rate is not guaranteed and can be changed by the Company subject to the maximum Rider Fee Rate.] |           |           |

## Sample Contract Specifications

### [[Sun Income Maximizer II]

| [Lifetime Income Percentage Rates Table |                            |
|---|----------------------------|
| Age of Covered Person                   | Lifetime Income Percentage |
| [59 - 64                                | [4%                        |
| 65 - 79                                 | 5%                         |
| 80 or older ]                           | 6% ]                       |

|                                       |                |
|---------------------------------------|----------------|
| Coverage Type                         | [Single Life]  |
| Covered Person                        | [John Smith]   |
| Initial Income Benefit Base           | [\$100,000]    |
| Maximum Income Benefit Base           | [\$10,000,000] |
| Maximum Subsequent Purchase Payments  | [\$50,000]     |
| Initial Bonus Base                    | [\$100,000]    |
| Bonus Period                          | [10 Years]     |
| Bonus Rate                            | [7%]           |
| Sun Income Maximizer II Rider Date    | [May 1, 2011]  |
| Sun Income Maximizer II Coverage Date | [May 1, 2030]  |

| Optional Living Benefit Quarterly Rider Fee  | Initial  | Maximum   |
|--|----------|-----------|
| Sun Income Maximizer II Quarterly Rider Fee Rate   | [0.275%] | [0.4375%] |
| The initial Rider Fee Rate is not guaranteed and can be changed by the Company subject to the maximum Rider Fee Rate.] |          |           |

### [[Sun Income Maximizer Plus II]

| [Lifetime Income Percentage Rates Table |                            |
|---|----------------------------|
| Age of Covered Person                   | Lifetime Income Percentage |
| [59 - 64                                | [3%                        |
| 65 - 79                                 | 4%                         |
| 80 or older ]                           | 5% ]                       |

|  |                |
|--|----------------|
| Coverage Type                              | [Single Life]  |
| Covered Person                             | [John Smith]   |
| Initial Income Benefit Base                | [\$100,000]    |
| Maximum Income Benefit Base                | [\$10,000,000] |
| Maximum Subsequent Purchase Payments       | [\$50,000]     |
| Initial Bonus Base                         | [\$100,000]    |
| Bonus Period                               | [10 Years]     |
| Bonus Rate                                 | [7%]           |
| Plus Factor                                | [2.5%]         |
| Sun Income Maximizer Plus II Rider Date    | [May 1, 2011]  |
| Sun Income Maximizer Plus II Coverage Date | [May 1, 2030]  |

| Optional Living Benefit Quarterly Rider Fee  | Initial   | Maximum   |
|--|-----------|-----------|
| Sun Income Maximizer Plus II Quarterly Rider Fee Rate  | [0.3125%] | [0.4375%] |
| The initial Rider Fee Rate is not guaranteed and can be changed by the Company subject to the maximum Rider Fee Rate.] |           |           |

### Death Benefit

|                |                              |
|----------------|------------------------------|
| Death Benefit: | [Return of Purchase Payment] |
|----------------|------------------------------|

# Sample Contract Specifications

## Fees

| <b>Annual Contract Fee</b>                         | <b>Initial</b> | <b>Maximum</b> |
|--|----------------|----------------|
| Annual Contract Fee                                | [\$50]         | \$50           |
| Minimum Contract Values for waiver of Contract Fee | [\$100,000]    |                |

### Purchase Payment Charge

Any Purchase Payment made after the first Contract Anniversary will be subject to a quarterly charge equal to the Purchase Payment Quarterly Charge Percentage of the Purchase Payment that has not been withdrawn. This charge will be assessed on the last Business Day of each Contract Quarter and will be deducted proportionately from the Subaccounts in which the Contract Value is allocated on that date:

1. beginning with the first Contract Quarter following the later of the 5th Contract Anniversary or the date of the Purchase Payment, and
2. ending on the earliest of the following to occur:
  - Contract Quarter following the date the Purchase Payment has been in your Contract for 5 Contract Years;
  - the date of full surrender;
  - the Annuity Income Date; or
  - the Death Benefit Date.

When the Purchase Payment Charge begins and on the date it ends, we will pro-rate the Purchase Payment Charge on any Purchase Payment that has not been applied to the Contract for the entire Contract Quarter.

|  |       |
|--|-------|
| Purchase Payment Quarterly Charge Percentage | 0.15% |
|--|-------|

## Summary of Asset Charges

| <b>Annual Asset Charge prior to Annuity Income Date</b> | <b>First 5 Contract Years</b> | <b>After 5 Contract Years</b> |
|---|-------------------------------|-------------------------------|
| Basic Annual Asset Charge                               | 1.60%                         | 1.00%                         |
| [Death Benefit Charge                                   | 0.20%                         | 0.20%]                        |
| Total Annual Asset Charges                              | [1.80%]                       | [1.20%]                       |

|  |       |
|--|-------|
| <b>Total Annual Asset Charge after Annuity Income Date</b> | 1.20% |
|--|-------|

## Withdrawal Charges

| <b>Number of Complete Years From Time of Each Payment</b> | <b>Withdrawal Charges</b> |
|---|---------------------------|
| 0   | 8.0%                      |
| 1   | 7.5%                      |
| 2   | 7.0%                      |
| 3   | 6.0%                      |
| 4   | 5.0%                      |
| 5+  | 0.0%                      |

## Free Withdrawal Amount

|  |
|--|
| [10%] of Purchase Payments subject to withdrawal charges at time of withdrawal |
|--|

## [Nursing Home Waiver of Withdrawal Charges

|                          |               |
|--------------------------|---------------|
| Benefit Eligibility Date | [May 1, 2012] |
|--------------------------|---------------|

# Sample Contract Specifications

## Initial Purchase Payment Allocations

[You have selected the [Blended Model].]

|                             |      |
|-----------------------------|------|
| <b>Variable</b>             |      |
| [MFS Total Return Portfolio | [50% |
| MFS Value Portfolio]        | 50%] |

**Total** 100%

## Dollar Cost Averaging

|   |                     |
|---|---------------------|
| DCA from Account                        | [DCA Fixed Account] |
| DCA Percentage Initial Purchase Payment | [100%]              |
| Initial DCA Period                      | [6 month]           |
| Initial DCA Frequency                   | [Monthly]           |
| Initial DCA Interest Rate               | [1.5%]              |

## DCA Fixed Account Minimum Guarantees

|                                      |        |
|--------------------------------------|--------|
| DCA Minimum Guaranteed Interest Rate | [1.5%] |
|--------------------------------------|--------|

## Transfers

|   |       |
|---|-------|
| Initial Fee Per Transfer                      | [\$0] |
| Maximum Fee Per Transfer                      | \$25  |
| Maximum Number of Transfers Per Contract Year | [12]  |

## Annuitization

|  |                 |
|--|-----------------|
| Annuity Income Date                            | [April 1, 2066] |
| Minimum Annuity Purchase Amount                | [\$2,000]       |
| Minimum Initial Annuity Payment                | [\$20]          |
| Maximum Contract Fee After Annuity Income Date | [\$50]          |

The smallest annual rate of investment return which would have to be earned on the assets of the Variable Account so that the dollar amount of Variable Annuity payments will not decrease is[4.20]%

## Beneficiary Information

**[Primary**  
 Mary Smith                  Spouse                  100%]

**[Contingent**  
 Paul Smith                  Child                  25%  
 Peter Smith                  Child                  25%  
 Ann Smith                  Child                  25%  
 Brian Smith                  Sibling                  25%]

[Multiple Beneficiaries on File]

## Sample Contract Specifications

### Investment Options

[You have selected a living benefit rider or optional death benefit and must adhere to the following allocation limits.]

|  |   |
|--|---|
| <b>[I. 100% Allocation Option</b>                      | MFS® Global Tactical Allocation Portfolio- S Class<br>SC <sup>SM</sup> Ibbotson Conservative Fund<br>6 Month DCA Period   |
|  |   |
| <b>II. Build Your Own Portfolio</b>                    | Huntington VA Mortgage Securities Fund <sup>1</sup>   |
| <b>Fixed Income Funds [(40% to 100%)]</b>              | JPMorgan Insurance Trust Core Bond Portfolio<br>MFS® Government Securities Portfolio<br>MFS® Research Bond Series<br>SC <sup>SM</sup> BlackRock Inflation Protected Bond Fund<br>SC <sup>SM</sup> Goldman Sachs Short Duration Fund<br>SC <sup>SM</sup> PIMCO Total Return Fund<br>Sun Capital Investment Grade Bond Fund®<br>Sun Capital Money Market Fund®<br>Wells Fargo Variable Trust - VT Total Return Bond Fund  |
|  |   |
| <b>Asset Allocation or Balanced Funds [(0 to 60%)]</b> | AllianceBernstein Balanced Wealth Strategy Portfolio<br>AllianceBernstein Dynamic Asset Allocation Portfolio<br>BlackRock Global Allocation V.I. Fund<br>Fidelity® Variable Insurance Products III - Balanced Portfolio<br>Huntington VA Balanced Fund <sup>1</sup><br>Invesco Van Kampen V.I. Equity and Income Fund<br>MFS® Global Tactical Allocation Portfolio<br>MFS® Total Return Portfolio<br>PIMCO All Asset Portfolio<br>PIMCO Global Multi-Asset Portfolio<br>Putnam VT Absolute Return 500 Fund<br>SC <sup>SM</sup> Ibbotson Balanced Fund<br>SC <sup>SM</sup> Ibbotson Conservative Fund] |

|   |  |
|---|--|
| <b>[I. 100% Allocation Option</b>         | AllianceBernstein Dynamic Asset Allocation Portfolio<br>BlackRock Global Allocation V.I. Fund<br>Huntington VA Balanced Fund <sup>1</sup><br>MFS® Global Tactical Allocation Portfolio<br>MFS® Total Return Portfolio<br>PIMCO All Asset Portfolio<br>PIMCO Global Multi-Asset Portfolio<br>Putnam VT Absolute Return 500 Fund<br>SC <sup>SM</sup> Ibbotson Balanced Fund<br>SC <sup>SM</sup> Ibbotson Conservative Fund<br>6 Month DCA Period |
|   |  |
| <b>II. Asset Allocation Program</b>       | Blended Model  |
|   |  |
| <b>III. Build Your Own Portfolio</b>      |  |
| <b>Fixed Income Funds [(30% to 100%)]</b> | Huntington VA Mortgage Securities Fund <sup>1</sup><br>JPMorgan Insurance Trust Core Bond Portfolio  |

## Sample Contract Specifications

|  |   |
|--|---|
|  | MFS <sup>®</sup> Government Securities Portfolio  |
|  | MFS <sup>®</sup> Research Bond Series   |
|  | SC <sup>SM</sup> BlackRock Inflation Protected Bond Fund                                      |
|  | SC <sup>SM</sup> Goldman Sachs Short Duration Fund  |
|  | SC <sup>SM</sup> PIMCO Total Return Fund  |
|  | Sun Capital Investment Grade Bond Fund <sup>®</sup>   |
|  | Sun Capital Money Market Fund <sup>®</sup>  |
|  | Wells Fargo Advantage VT Total Return Bond Fund   |
|  |   |
| <b>Asset Allocation or Balanced Funds [(0 to 70%)]</b> | AllianceBernstein Balanced Wealth Strategy Portfolio  |
|  | AllianceBernstein Dynamic Asset Allocation Portfolio  |
|  | BlackRock Global Allocation V.I. Fund   |
|  | Fidelity <sup>®</sup> Variable Insurance Products III – Balanced Portfolio                    |
|  | Franklin Income Securities Fund   |
|  | Huntington VA Balanced Fund <sup>1</sup>  |
|  | Invesco Van Kampen V.I. Equity and Income Fund  |
|  | MFS <sup>®</sup> Global Tactical Allocation Portfolio   |
|  | MFS <sup>®</sup> Total Return Portfolio   |
|  | PIMCO All Asset Portfolio   |
|  | PIMCO Global Multi-Asset Portfolio  |
|  | Putnam VT Absolute Return 500 Fund  |
|  | SC <sup>SM</sup> Ibbotson Balanced Fund   |
|  | SC <sup>SM</sup> Ibbotson Conservative Fund   |
|  | SC <sup>SM</sup> Ibbotson Growth Fund   |
|  |   |
| <b>Core Equity Funds [(0% to 70%)]</b>                 | Huntington VA Dividend Capture Fund <sup>1</sup>  |
|  | Huntington VA Income Equity Fund <sup>1</sup>   |
|  | Invesco Van Kampen V.I. Comstock Fund   |
|  | JPMorgan Insurance Trust U.S. Equity Portfolio  |
|  | Lord Abbett Series Fund Fundamental Equity Portfolio  |
|  | MFS <sup>®</sup> Core Equity Portfolio  |
|  | MFS <sup>®</sup> Utilities Portfolio  |
|  | MFS <sup>®</sup> Value Portfolio  |
|  | Mutual Shares Securities Fund   |
|  | Putnam VT Equity Income Fund  |
|  | SC <sup>SM</sup> BlackRock Large Cap Index Fund   |
|  | SC <sup>SM</sup> Davis Venture Value Fund   |
|  | SC <sup>SM</sup> Goldman Sachs Mid Cap Value Fund   |
|  | SC <sup>SM</sup> Lord Abbett Growth & Income Fund   |
|  |   |
| <b>Growth Equity Funds [(0% to 70%)]</b>               | AllianceBernstein Small/Mid Cap Value Portfolio   |
|  | Columbia Variable Portfolio – Marsico Growth Fund   |
|  | Fidelity <sup>®</sup> Variable Insurance Products Fund II – Contrafund <sup>®</sup> Portfolio |
|  | Fidelity <sup>®</sup> Variable Insurance Products III – Mid Cap Portfolio                     |
|  | First Eagle Overseas Variable Fund  |
|  | Franklin Small Cap Value Securities Fund  |
|  | Huntington VA Growth Fund <sup>1</sup>  |
|  | Huntington VA International Equity Fund <sup>1</sup>  |
|  | Huntington VA Macro 100 Fund <sup>1</sup>   |
|  | Huntington VA Mid Corp America Fund <sup>1</sup>  |
|  | Huntington VA New Economy Fund <sup>1</sup>   |
|  | Huntington VA Situs Fund <sup>1</sup>   |

## Sample Contract Specifications

|                                      |   |
|--------------------------------------|---|
|                                      | Invesco Van Kampen V.I. Mid Cap Value Fund                  |
|                                      | Invesco Van Kampen V.I. International Growth Fund           |
|                                      | Lord Abbett Series Fund Growth Opportunities Portfolio      |
|                                      | MFS® Growth Portfolio                                       |
|                                      | MFS® International Growth Portfolio                         |
|                                      | MFS® International Value Portfolio                          |
|                                      | MFS® Research International Portfolio                       |
|                                      | PIMCO EqS Pathfinder Portfolio                              |
|                                      | Oppenheimer Global Securities Fund/VA                       |
|                                      | SC <sup>SM</sup> AllianceBernstein International Value Fund |
|                                      | SC <sup>SM</sup> BlackRock International Index Fund         |
|                                      | SC <sup>SM</sup> BlackRock Small Cap Index Fund             |
|                                      | SC <sup>SM</sup> Columbia Small Cap Value Fund              |
|                                      | SC <sup>SM</sup> Invesco Small Cap Growth Fund              |
|                                      | SC <sup>SM</sup> WMC Blue Chip Mid Cap Fund                 |
|                                      | SC <sup>SM</sup> WMC Large Cap Growth Fund                  |
|                                      | Universal Institutional Funds Inc.—Growth Portfolio         |
|                                      | Universal Institutional Funds Inc.—Mid Cap Growth Portfolio |
|                                      |   |
| <b>Specialty Funds [(0% to 10%)]</b> | Franklin Strategic Income Securities Fund                   |
|                                      | Huntington VA Real Strategies Fund <sup>1</sup>             |
|                                      | Huntington VA Rotating Markets Fund <sup>1</sup>            |
|                                      | Lazard Retirement Emerging Markets Equity Portfolio         |
|                                      | MFS® Emerging Markets Equity Portfolio                      |
|                                      | PIMCO CommodityRealReturn® Strategy Portfolio               |
|                                      | PIMCO Emerging Markets Bond Portfolio                       |
|                                      | SC <sup>SM</sup> PIMCO High Yield Fund                      |
|                                      | Sun Capital Global Real Estate Fund                         |
|                                      | Templeton Global Bond Securities Fund]                      |

# Sample Contract Specifications

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



[Massachusetts] Department of Insurance - [800-xxx-xxxx]

### 1. CONTRACT SPECIFICATIONS

|   |  |
|---|--|
| Contract Number                             | [03-0350-123456]   |
| Contract Type                               | [Non-Qualified]  |
| Owner                                       | [John Smith]   |
| Age of Owner                                | [40]   |
| Co-Owner                                    | [Mary Smith]   |
| Age of Co-Owner                             | [40]   |
| Annuitant                                   | [John Smith]   |
| Age of Annuitant                            | [40]   |
| Co-Annuitant                                | [Mary Smith]   |
| Age of Co-Annuitant                         | [40]   |
| Issue Date                                  | [May 1, 2011]  |
| First Contract Anniversary Date             | [May 1, 2012]  |
| Initial Purchase Payment                    | [\$100,000]  |
| Minimum Subsequent Purchase Payment         | \$1,000  |
| Maximum Age for Subsequent Purchase Payment | [85]   |
| Maximum Total Purchase Payments             | [\$2,000,000 for ages 80 and younger<br>\$1,000,000 for ages 81- 85] |

### **[Benefits and Riders]**

#### **[[Sun Income Vision]**

| <b>[Lifetime Income Percentage Rates Table</b> |                                   |
|--|-----------------------------------|
| <b>Age of Covered Person</b>                   | <b>Lifetime Income Percentage</b> |
| [59 - 64                                       | [3%                               |
| 65 – 79  | 4%                                |
| 80 or older ]                                  | 5%] ]                             |

|                                 |                |
|---------------------------------|----------------|
| Coverage Type                   | [Single Life]  |
| Covered Person                  | [John Smith]   |
| Initial Income Benefit Base     | [\$100,000]    |
| Maximum Income Benefit Base     | [\$10,000,000] |
| Sun Income Vision Rider Date    | [May 1, 2011]  |
| Sun Income Vision Coverage Date | [May 1, 2030]  |

| <b>Optional Living Benefit Quarterly Rider Fee</b>   | <b>Initial</b> | <b>Maximum</b> |
|--|----------------|----------------|
| Sun Income Vision Quarterly Rider Fee Rate   | [0.0875%]      | [0.2375%]      |
| The initial Rider Fee Rate is not guaranteed and can be changed by the Company subject to the maximum Rider Fee Rate.] |                |                |

## Sample Contract Specifications

### [[Sun Income Maximizer II]

| [Lifetime Income Percentage Rates Table |                            |
|---|----------------------------|
| Age of Covered Person                   | Lifetime Income Percentage |
| [59 - 64                                | [4%                        |
| 65 - 79                                 | 5%                         |
| 80 or older ]                           | 6% ] ]                     |

|                                       |                |
|---------------------------------------|----------------|
| Coverage Type                         | [Single Life]  |
| Covered Person                        | [John Smith]   |
| Initial Income Benefit Base           | [\$100,000]    |
| Maximum Income Benefit Base           | [\$10,000,000] |
| Maximum Subsequent Purchase Payments  | [\$50,000]     |
| Initial Bonus Base                    | [\$100,000]    |
| Bonus Period                          | [10 Years]     |
| Bonus Rate                            | [7%]           |
| Sun Income Maximizer II Rider Date    | [May 1, 2011]  |
| Sun Income Maximizer II Coverage Date | [May 1, 2030]  |

| Optional Living Benefit Quarterly Rider Fee  | Initial  | Maximum   |
|--|----------|-----------|
| Sun Income Maximizer II Quarterly Rider Fee Rate   | [0.275%] | [0.4375%] |
| The initial Rider Fee Rate is not guaranteed and can be changed by the Company subject to the maximum Rider Fee Rate.] |          |           |

### [[Sun Income Maximizer Plus II]

| [Lifetime Income Percentage Rates Table |                            |
|---|----------------------------|
| Age of Covered Person                   | Lifetime Income Percentage |
| [59 - 64                                | [3%                        |
| 65 - 79                                 | 4%                         |
| 80 or older ]                           | 5% ] ]                     |

|  |                |
|--|----------------|
| Coverage Type                              | [Single Life]  |
| Covered Person                             | [John Smith]   |
| Initial Income Benefit Base                | [\$100,000]    |
| Maximum Income Benefit Base                | [\$10,000,000] |
| Maximum Subsequent Purchase Payments       | [\$50,000]     |
| Initial Bonus Base                         | [\$100,000]    |
| Bonus Period                               | [10 Years]     |
| Bonus Rate                                 | [7%]           |
| Plus Factor                                | [2.5%]         |
| Sun Income Maximizer Plus II Rider Date    | [May 1, 2011]  |
| Sun Income Maximizer Plus II Coverage Date | [May 1, 2030]  |

| Optional Living Benefit Quarterly Rider Fee  | Initial   | Maximum   |
|--|-----------|-----------|
| Sun Income Maximizer Plus II Quarterly Rider Fee Rate  | [0.3125%] | [0.4375%] |
| The initial Rider Fee Rate is not guaranteed and can be changed by the Company subject to the maximum Rider Fee Rate.] |           |           |

### Death Benefit

# Sample Contract Specifications

|                |                              |
|----------------|------------------------------|
| Death Benefit: | [Return of Purchase Payment] |
|----------------|------------------------------|

## Fees

| Annual Contract Fee                                | Initial     | Maximum |
|--|-------------|---------|
| Annual Contract Fee                                | [\$50]      | \$50    |
| Minimum Contract Values for waiver of Contract Fee | [\$100,000] |         |

## Purchase Payment Charge

Any Purchase Payment made after the first Contract Anniversary will be subject to a quarterly charge equal to the Purchase Payment Quarterly Charge Percentage of the Purchase Payment that has not been withdrawn. This charge will be assessed on the last Business Day of each Contract Quarter and will be deducted proportionately from the Subaccounts in which the Contract Value is allocated on that date:

1. beginning with the first Contract Quarter following the later of the 7th Contract Anniversary or the date of the Purchase Payment, and
2. ending on the earliest of the following to occur:
  - Contract Quarter following the date the Purchase Payment has been in your Contract for 7 Contract Years;
  - the date of full surrender;
  - the Annuity Income Date; or
  - the Death Benefit Date.

When the Purchase Payment Charge begins and on the date it ends, we will pro-rate the Purchase Payment Charge on any Purchase Payment that has not been applied to the Contract for the entire Contract Quarter.

|  |       |
|--|-------|
| Purchase Payment Quarterly Charge Percentage | 0.05% |
|--|-------|

## Summary of Asset Charges

| Annual Asset Charge prior to Annuity Income Date | First 7 Contract Years | After 7 Contract Years |
|--|------------------------|------------------------|
| Basic Annual Asset Charge                        | 1.20%                  | 1.00%                  |
| [Death Benefit Charge                            | 0.20%                  | 0.20% ]                |
| Total Annual Asset Charges                       | [1.40% ]               | [1.20% ]               |

|   |       |
|---|-------|
| Total Annual Asset Charge after Annuity Income Date | 1.20% |
|---|-------|

## Withdrawal Charges

| Number of Complete Years From Time of Each Payment | Withdrawal Charges |
|--|--------------------|
| 0  | 8.0%               |
| 1  | 8.0%               |
| 2  | 7.0%               |
| 3  | 6.0%               |
| 4  | 5.0%               |
| 5  | 4.0%               |
| 6  | 3.0%               |
| 7+   | 0/0%               |

## Free Withdrawal Amount

|  |
|--|
| [10%] of Purchase Payments subject to withdrawal charges at time of withdrawal |
|--|

## [Nursing Home Waiver of Withdrawal Charges

## Sample Contract Specifications

|                          |               |
|--------------------------|---------------|
| Benefit Eligibility Date | [May 1, 2012] |
|--------------------------|---------------|

# Sample Contract Specifications

## Initial Purchase Payment Allocations

[You have selected the [Blended Model].]

|                             |      |
|-----------------------------|------|
| <b>Variable</b>             |      |
| [MFS Total Return Portfolio | [50% |
| MFS Value Portfolio]        | 50%] |

**Total** 100%

## Dollar Cost Averaging

|   |                     |
|---|---------------------|
| DCA from Account                        | [DCA Fixed Account] |
| DCA Percentage Initial Purchase Payment | [100%]              |
| Initial DCA Period                      | [6 month]           |
| Initial DCA Frequency                   | [Monthly]           |
| Initial DCA Interest Rate               | [1.5%]              |

## DCA Fixed Account Minimum Guarantees

|  |        |
|--|--------|
| DCA Fixed Account Minimum Guaranteed Interest Rate | [1.5%] |
|--|--------|

## Transfers

|   |       |
|---|-------|
| Initial Fee Per Transfer                      | [\$0] |
| Maximum Fee Per Transfer                      | \$25  |
| Maximum Number of Transfers Per Contract Year | [12]  |

## Annuitization

|  |                 |
|--|-----------------|
| Annuity Income Date                            | [April 1, 2066] |
| Minimum Annuity Purchase Amount                | [\$2,000]       |
| Minimum Initial Annuity Payment                | [\$20]          |
| Maximum Contract Fee After Annuity Income Date | [\$50]          |

The smallest annual rate of investment return which would have to be earned on the assets of the Variable Account so that the dollar amount of Variable Annuity payments will not decrease is[4.20]%

## Beneficiary Information

|  |            |        |       |  |            |       |     |             |       |     |           |       |     |             |         |      |
|--|------------|--------|-------|--|------------|-------|-----|-------------|-------|-----|-----------|-------|-----|-------------|---------|------|
| <p><b>[Primary</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">Mary Smith</td> <td style="border-bottom: 1px solid black;">Spouse</td> <td style="border-bottom: 1px solid black; text-align: right;">100%]</td> </tr> </table> | Mary Smith | Spouse | 100%] | <p><b>[Contingent</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">Paul Smith</td> <td style="border-bottom: 1px solid black;">Child</td> <td style="border-bottom: 1px solid black; text-align: right;">25%</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Peter Smith</td> <td style="border-bottom: 1px solid black;">Child</td> <td style="border-bottom: 1px solid black; text-align: right;">25%</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Ann Smith</td> <td style="border-bottom: 1px solid black;">Child</td> <td style="border-bottom: 1px solid black; text-align: right;">25%</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Brian Smith</td> <td style="border-bottom: 1px solid black;">Sibling</td> <td style="border-bottom: 1px solid black; text-align: right;">25%]</td> </tr> </table> | Paul Smith | Child | 25% | Peter Smith | Child | 25% | Ann Smith | Child | 25% | Brian Smith | Sibling | 25%] |
| Mary Smith   | Spouse     | 100%]  |       |  |            |       |     |             |       |     |           |       |     |             |         |      |
| Paul Smith   | Child      | 25%    |       |  |            |       |     |             |       |     |           |       |     |             |         |      |
| Peter Smith  | Child      | 25%    |       |  |            |       |     |             |       |     |           |       |     |             |         |      |
| Ann Smith  | Child      | 25%    |       |  |            |       |     |             |       |     |           |       |     |             |         |      |
| Brian Smith  | Sibling    | 25%]   |       |  |            |       |     |             |       |     |           |       |     |             |         |      |

[Multiple Beneficiaries on File]

## Sample Contract Specifications

### Investment Options

[You have selected a living benefit rider or optional death benefit and must adhere to the following allocation limits.]

|  |   |
|--|---|
| <b>[I. 100% Allocation Option</b>                      | MFS® Global Tactical Allocation Portfolio- S Class<br>SC <sup>SM</sup> Ibbotson Conservative Fund<br>6 Month DCA Period   |
|  |   |
| <b>II. Build Your Own Portfolio</b>                    | Huntington VA Mortgage Securities Fund <sup>1</sup>   |
| <b>Fixed Income Funds [(40% to 100%)]</b>              | JPMorgan Insurance Trust Core Bond Portfolio<br>MFS® Government Securities Portfolio<br>MFS® Research Bond Series<br>SC <sup>SM</sup> BlackRock Inflation Protected Bond Fund<br>SC <sup>SM</sup> Goldman Sachs Short Duration Fund<br>SC <sup>SM</sup> PIMCO Total Return Fund<br>Sun Capital Investment Grade Bond Fund®<br>Sun Capital Money Market Fund®<br>Wells Fargo Variable Trust - VT Total Return Bond Fund  |
|  |   |
| <b>Asset Allocation or Balanced Funds [(0 to 60%)]</b> | AllianceBernstein Balanced Wealth Strategy Portfolio<br>AllianceBernstein Dynamic Asset Allocation Portfolio<br>BlackRock Global Allocation V.I. Fund<br>Fidelity® Variable Insurance Products III - Balanced Portfolio<br>Huntington VA Balanced Fund <sup>1</sup><br>Invesco Van Kampen V.I. Equity and Income Fund<br>MFS® Global Tactical Allocation Portfolio<br>MFS® Total Return Portfolio<br>PIMCO All Asset Portfolio<br>PIMCO Global Multi-Asset Portfolio<br>Putnam VT Absolute Return 500 Fund<br>SC <sup>SM</sup> Ibbotson Balanced Fund<br>SC <sup>SM</sup> Ibbotson Conservative Fund] |

|   |  |
|---|--|
| <b>[I. 100% Allocation Option</b>         | AllianceBernstein Dynamic Asset Allocation Portfolio<br>BlackRock Global Allocation V.I. Fund<br>Huntington VA Balanced Fund <sup>1</sup><br>MFS® Global Tactical Allocation Portfolio<br>MFS® Total Return Portfolio<br>PIMCO All Asset Portfolio<br>PIMCO Global Multi-Asset Portfolio<br>Putnam VT Absolute Return 500 Fund<br>SC <sup>SM</sup> Ibbotson Balanced Fund<br>SC <sup>SM</sup> Ibbotson Conservative Fund<br>6 Month DCA Period |
|   |  |
| <b>II. Asset Allocation Program</b>       | Blended Model  |
|   |  |
| <b>III. Build Your Own Portfolio</b>      |  |
| <b>Fixed Income Funds [(30% to 100%)]</b> | Huntington VA Mortgage Securities Fund <sup>1</sup><br>JPMorgan Insurance Trust Core Bond Portfolio  |

## Sample Contract Specifications

|  |   |
|--|---|
|  | MFS <sup>®</sup> Government Securities Portfolio  |
|  | MFS <sup>®</sup> Research Bond Series   |
|  | SC <sup>SM</sup> BlackRock Inflation Protected Bond Fund                                      |
|  | SC <sup>SM</sup> Goldman Sachs Short Duration Fund  |
|  | SC <sup>SM</sup> PIMCO Total Return Fund  |
|  | Sun Capital Investment Grade Bond Fund <sup>®</sup>   |
|  | Sun Capital Money Market Fund <sup>®</sup>  |
|  | Wells Fargo Advantage VT Total Return Bond Fund   |
|  |   |
| <b>Asset Allocation or Balanced Funds [(0 to 70%)]</b> | AllianceBernstein Balanced Wealth Strategy Portfolio  |
|  | AllianceBernstein Dynamic Asset Allocation Portfolio  |
|  | BlackRock Global Allocation V.I. Fund   |
|  | Fidelity <sup>®</sup> Variable Insurance Products III – Balanced Portfolio                    |
|  | Franklin Income Securities Fund   |
|  | Huntington VA Balanced Fund <sup>1</sup>  |
|  | Invesco Van Kampen V.I. Equity and Income Fund  |
|  | MFS <sup>®</sup> Global Tactical Allocation Portfolio   |
|  | MFS <sup>®</sup> Total Return Portfolio   |
|  | PIMCO All Asset Portfolio   |
|  | PIMCO Global Multi-Asset Portfolio  |
|  | Putnam VT Absolute Return 500 Fund  |
|  | SC <sup>SM</sup> Ibbotson Balanced Fund   |
|  | SC <sup>SM</sup> Ibbotson Conservative Fund   |
|  | SC <sup>SM</sup> Ibbotson Growth Fund   |
|  |   |
| <b>Core Equity Funds [(0% to 70%)]</b>                 | Huntington VA Dividend Capture Fund <sup>1</sup>  |
|  | Huntington VA Income Equity Fund <sup>1</sup>   |
|  | Invesco Van Kampen V.I. Comstock Fund   |
|  | JPMorgan Insurance Trust U.S. Equity Portfolio  |
|  | Lord Abbett Series Fund Fundamental Equity Portfolio  |
|  | MFS <sup>®</sup> Core Equity Portfolio  |
|  | MFS <sup>®</sup> Utilities Portfolio  |
|  | MFS <sup>®</sup> Value Portfolio  |
|  | Mutual Shares Securities Fund   |
|  | Putnam VT Equity Income Fund  |
|  | SC <sup>SM</sup> BlackRock Large Cap Index Fund   |
|  | SC <sup>SM</sup> Davis Venture Value Fund   |
|  | SC <sup>SM</sup> Goldman Sachs Mid Cap Value Fund   |
|  | SC <sup>SM</sup> Lord Abbett Growth & Income Fund   |
|  |   |
| <b>Growth Equity Funds [(0% to 70%)]</b>               | AllianceBernstein Small/Mid Cap Value Portfolio   |
|  | Columbia Variable Portfolio – Marsico Growth Fund   |
|  | Fidelity <sup>®</sup> Variable Insurance Products Fund II – Contrafund <sup>®</sup> Portfolio |
|  | Fidelity <sup>®</sup> Variable Insurance Products III – Mid Cap Portfolio                     |
|  | First Eagle Overseas Variable Fund  |
|  | Franklin Small Cap Value Securities Fund  |
|  | Huntington VA Growth Fund <sup>1</sup>  |
|  | Huntington VA International Equity Fund <sup>1</sup>  |
|  | Huntington VA Macro 100 Fund <sup>1</sup>   |
|  | Huntington VA Mid Corp America Fund <sup>1</sup>  |
|  | Huntington VA New Economy Fund <sup>1</sup>   |
|  | Huntington VA Situs Fund <sup>1</sup>   |

## Sample Contract Specifications

|                                      |   |
|--------------------------------------|---|
|                                      | Invesco Van Kampen V.I. Mid Cap Value Fund                  |
|                                      | Invesco Van Kampen V.I. International Growth Fund           |
|                                      | Lord Abbett Series Fund Growth Opportunities Portfolio      |
|                                      | MFS® Growth Portfolio                                       |
|                                      | MFS® International Growth Portfolio                         |
|                                      | MFS® International Value Portfolio                          |
|                                      | MFS® Research International Portfolio                       |
|                                      | PIMCO EqS Pathfinder Portfolio                              |
|                                      | Oppenheimer Global Securities Fund/VA                       |
|                                      | SC <sup>SM</sup> AllianceBernstein International Value Fund |
|                                      | SC <sup>SM</sup> BlackRock International Index Fund         |
|                                      | SC <sup>SM</sup> BlackRock Small Cap Index Fund             |
|                                      | SC <sup>SM</sup> Columbia Small Cap Value Fund              |
|                                      | SC <sup>SM</sup> Invesco Small Cap Growth Fund              |
|                                      | SC <sup>SM</sup> WMC Blue Chip Mid Cap Fund                 |
|                                      | SC <sup>SM</sup> WMC Large Cap Growth Fund                  |
|                                      | Universal Institutional Funds Inc.—Growth Portfolio         |
|                                      | Universal Institutional Funds Inc.—Mid Cap Growth Portfolio |
|                                      |   |
| <b>Specialty Funds [(0% to 10%)]</b> | Franklin Strategic Income Securities Fund                   |
|                                      | Huntington VA Real Strategies Fund <sup>†</sup>             |
|                                      | Huntington VA Rotating Markets Fund <sup>†</sup>            |
|                                      | Lazard Retirement Emerging Markets Equity Portfolio         |
|                                      | MFS® Emerging Markets Equity Portfolio                      |
|                                      | PIMCO CommodityRealReturn® Strategy Portfolio               |
|                                      | PIMCO Emerging Markets Bond Portfolio                       |
|                                      | SC <sup>SM</sup> PIMCO High Yield Fund                      |
|                                      | Sun Capital Global Real Estate Fund                         |
|                                      | Templeton Global Bond Securities Fund]                      |

# Sample Contract Specifications

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



[Massachusetts] Department of Insurance - [800-xxx-xxxx]

### 1. CONTRACT SPECIFICATIONS

|   |  |
|---|--|
| Contract Number                             | [03-0350-123456]   |
| Contract Type                               | [Non-Qualified]  |
| Owner                                       | [John Smith]   |
| Age of Owner                                | [40]   |
| Co-Owner                                    | [Mary Smith]   |
| Age of Co-Owner                             | [40]   |
| Annuitant                                   | [John Smith]   |
| Age of Annuitant                            | [40]   |
| Co-Annuitant                                | [Mary Smith]   |
| Age of Co-Annuitant                         | [40]   |
| Issue Date                                  | [May 1, 2011]  |
| First Contract Anniversary Date             | [May 1, 2012]  |
| Initial Purchase Payment                    | [\$100,000]  |
| Minimum Subsequent Purchase Payment         | \$1,000  |
| Maximum Age for Subsequent Purchase Payment | [85]   |
| Maximum Total Purchase Payments             | [\$2,000,000 for ages 80 and younger<br>\$1,000,000 for ages 81- 85] |

#### [Benefits and Riders]

##### [[Sun Income Vision]

| [Lifetime Income Percentage Rates Table |                            |
|---|----------------------------|
| Age of Covered Person                   | Lifetime Income Percentage |
| [59 - 64                                | [3%                        |
| 65 – 79                                 | 4%                         |
| 80 or older ]                           | 5% ]                       |

|                                 |                |
|---------------------------------|----------------|
| Coverage Type                   | [Single Life]  |
| Covered Person                  | [John Smith]   |
| Initial Income Benefit Base     | [\$100,000]    |
| Maximum Income Benefit Base     | [\$10,000,000] |
| Sun Income Vision Rider Date    | [May 1, 2011]  |
| Sun Income Vision Coverage Date | [May 1, 2030]  |

| Optional Living Benefit Quarterly Rider Fee  | Initial   | Maximum   |
|--|-----------|-----------|
| Sun Income Vision Quarterly Rider Fee Rate   | [0.0875%] | [0.2375%] |
| The initial Rider Fee Rate is not guaranteed and can be changed by the Company subject to the maximum Rider Fee Rate.] |           |           |

## Sample Contract Specifications

### [[Sun Income Maximizer II]

| [Lifetime Income Percentage Rates Table |                            |
|---|----------------------------|
| Age of Covered Person                   | Lifetime Income Percentage |
| [59 - 64                                | [4%                        |
| 65 - 79                                 | 5%                         |
| 80 or older ]                           | 6% ] ]                     |

|                                       |                |
|---------------------------------------|----------------|
| Coverage Type                         | [Single Life]  |
| Covered Person                        | [John Smith]   |
| Initial Income Benefit Base           | [\$100,000]    |
| Maximum Income Benefit Base           | [\$10,000,000] |
| Maximum Subsequent Purchase Payments  | [\$50,000]     |
| Initial Bonus Base                    | [\$100,000]    |
| Bonus Period                          | [10 Years]     |
| Bonus Rate                            | [7%]           |
| Sun Income Maximizer II Rider Date    | [May 1, 2011]  |
| Sun Income Maximizer II Coverage Date | [May 1, 2030]  |

| Optional Living Benefit Quarterly Rider Fee  | Initial  | Maximum   |
|--|----------|-----------|
| Sun Income Maximizer II Quarterly Rider Fee Rate   | [0.275%] | [0.4375%] |
| The initial Rider Fee Rate is not guaranteed and can be changed by the Company subject to the maximum Rider Fee Rate.] |          |           |

### [[Sun Income Maximizer Plus II]

| [Lifetime Income Percentage Rates Table |                            |
|---|----------------------------|
| Age of Covered Person                   | Lifetime Income Percentage |
| [59 - 64                                | [3%                        |
| 65 - 79                                 | 4%                         |
| 80 or older ]                           | 5% ] ]                     |

|  |                |
|--|----------------|
| Coverage Type                              | [Single Life]  |
| Covered Person                             | [John Smith]   |
| Initial Income Benefit Base                | [\$100,000]    |
| Maximum Income Benefit Base                | [\$10,000,000] |
| Maximum Subsequent Purchase Payments       | [\$50,000]     |
| Initial Bonus Base                         | [\$100,000]    |
| Bonus Period                               | [10 Years]     |
| Bonus Rate                                 | [7%]           |
| Plus Factor                                | [2.5%]         |
| Sun Income Maximizer Plus II Rider Date    | [May 1, 2011]  |
| Sun Income Maximizer Plus II Coverage Date | [May 1, 2030]  |

| Optional Living Benefit Quarterly Rider Fee  | Initial   | Maximum   |
|--|-----------|-----------|
| Sun Income Maximizer Plus II Quarterly Rider Fee Rate  | [0.3125%] | [0.4375%] |
| The initial Rider Fee Rate is not guaranteed and can be changed by the Company subject to the maximum Rider Fee Rate.] |           |           |

### Death Benefit

|                |                              |
|----------------|------------------------------|
| Death Benefit: | [Return of Purchase Payment] |
|----------------|------------------------------|

## Sample Contract Specifications

### Fees

| <b>Annual Contract Fee</b>                         | <b>Initial</b> | <b>Maximum</b> |
|--|----------------|----------------|
| Annual Contract Fee                                | [\$50]         | \$50           |
| Minimum Contract Values for waiver of Contract Fee | [\$100,000]    |                |

### Summary of Asset Charges

| <b>Annual Asset Charge prior to Annuity Income Date</b> |         |
|---|---------|
| Basic Annual Asset Charge                               | 1.00%   |
| [Death Benefit Charge                                   | 0.20%]  |
| Total Annual Asset Charges                              | [1.20%] |

|  |       |
|--|-------|
| <b>Total Annual Asset Charge after Annuity Income Date</b> | 1.20% |
|--|-------|

### Withdrawal Charges

| <b>Number of Complete Years From Time of Each Payment</b> | <b>Withdrawal Charges</b> |
|---|---------------------------|
| 0   | 8.0%                      |
| 1   | 8.0%                      |
| 2   | 7.0%                      |
| 3   | 6.0%                      |
| 4   | 5.0%                      |
| 5   | 4.0%                      |
| 6   | 3.0%                      |
| 7   | 2.0%                      |
| 8   | 1.0%                      |
| 9+  | 0.0%                      |

### Free Withdrawal Amount

|  |
|--|
| [10%] of Purchase Payments subject to withdrawal charges at time of withdrawal |
|--|

### [Nursing Home Waiver of Withdrawal Charges

|                          |               |
|--------------------------|---------------|
| Benefit Eligibility Date | [May 1, 2012] |
|--------------------------|---------------|

# Sample Contract Specifications

## Initial Purchase Payment Allocations

[You have selected the [Blended Model].]

|                             |      |
|-----------------------------|------|
| <b>Variable</b>             |      |
| [MFS Total Return Portfolio | [50% |
| MFS Value Portfolio]        | 50%] |

**Total** 100%

## Dollar Cost Averaging

|   |                     |
|---|---------------------|
| DCA from Account                        | [DCA Fixed Account] |
| DCA Percentage Initial Purchase Payment | [100%]              |
| Initial DCA Period                      | [6 month]           |
| Initial DCA Frequency                   | [Monthly]           |
| Initial DCA Interest Rate               | [1.5%]              |

## DCA Fixed Account Minimum Guarantees

|  |        |
|--|--------|
| DCA Fixed Account Minimum Guaranteed Interest Rate | [1.5%] |
|--|--------|

## Transfers

|   |       |
|---|-------|
| Initial Fee Per Transfer                      | [\$0] |
| Maximum Fee Per Transfer                      | \$25  |
| Maximum Number of Transfers Per Contract Year | [12]  |

## Annuitization

|  |                 |
|--|-----------------|
| Annuity Income Date                            | [April 1, 2066] |
| Minimum Annuity Purchase Amount                | [\$2,000]       |
| Minimum Initial Annuity Payment                | [\$20]          |
| Maximum Contract Fee After Annuity Income Date | [\$50]          |

The smallest annual rate of investment return which would have to be earned on the assets of the Variable Account so that the dollar amount of Variable Annuity payments will not decrease is[4.20]%

## Beneficiary Information

**[Primary]**  
 Mary Smith      Spouse      100%]

**[Contingent]**  
 Paul Smith      Child      25%  
 Peter Smith      Child      25%  
 Ann Smith      Child      25%  
 Brian Smith      Sibling      25%]

[Multiple Beneficiaries on File]

## Sample Contract Specifications

### Investment Options

[You have selected a living benefit rider or optional death benefit and must adhere to the following allocation limits.]

|  |   |
|--|---|
| <b>[I. 100% Allocation Option</b>                      | MFS® Global Tactical Allocation Portfolio- S Class<br>SC <sup>SM</sup> Ibbotson Conservative Fund<br>6 Month DCA Period   |
|  |   |
| <b>II. Build Your Own Portfolio</b>                    | Huntington VA Mortgage Securities Fund <sup>1</sup>   |
| <b>Fixed Income Funds [(40% to 100%)]</b>              | JPMorgan Insurance Trust Core Bond Portfolio<br>MFS® Government Securities Portfolio<br>MFS® Research Bond Series<br>SC <sup>SM</sup> BlackRock Inflation Protected Bond Fund<br>SC <sup>SM</sup> Goldman Sachs Short Duration Fund<br>SC <sup>SM</sup> PIMCO Total Return Fund<br>Sun Capital Investment Grade Bond Fund®<br>Sun Capital Money Market Fund®<br>Wells Fargo Variable Trust - VT Total Return Bond Fund  |
|  |   |
| <b>Asset Allocation or Balanced Funds [(0 to 60%)]</b> | AllianceBernstein Balanced Wealth Strategy Portfolio<br>AllianceBernstein Dynamic Asset Allocation Portfolio<br>BlackRock Global Allocation V.I. Fund<br>Fidelity® Variable Insurance Products III - Balanced Portfolio<br>Huntington VA Balanced Fund <sup>1</sup><br>Invesco Van Kampen V.I. Equity and Income Fund<br>MFS® Global Tactical Allocation Portfolio<br>MFS® Total Return Portfolio<br>PIMCO All Asset Portfolio<br>PIMCO Global Multi-Asset Portfolio<br>Putnam VT Absolute Return 500 Fund<br>SC <sup>SM</sup> Ibbotson Balanced Fund<br>SC <sup>SM</sup> Ibbotson Conservative Fund] |

|   |  |
|---|--|
| <b>[I. 100% Allocation Option</b>         | AllianceBernstein Dynamic Asset Allocation Portfolio<br>BlackRock Global Allocation V.I. Fund<br>Huntington VA Balanced Fund <sup>1</sup><br>MFS® Global Tactical Allocation Portfolio<br>MFS® Total Return Portfolio<br>PIMCO All Asset Portfolio<br>PIMCO Global Multi-Asset Portfolio<br>Putnam VT Absolute Return 500 Fund<br>SC <sup>SM</sup> Ibbotson Balanced Fund<br>SC <sup>SM</sup> Ibbotson Conservative Fund<br>6 Month DCA Period |
|   |  |
| <b>II. Asset Allocation Program</b>       | Blended Model  |
|   |  |
| <b>III. Build Your Own Portfolio</b>      |  |
| <b>Fixed Income Funds [(30% to 100%)]</b> | Huntington VA Mortgage Securities Fund <sup>1</sup><br>JPMorgan Insurance Trust Core Bond Portfolio  |

## Sample Contract Specifications

|  |   |
|--|---|
|  | MFS <sup>®</sup> Government Securities Portfolio  |
|  | MFS <sup>®</sup> Research Bond Series   |
|  | SC <sup>SM</sup> BlackRock Inflation Protected Bond Fund                                      |
|  | SC <sup>SM</sup> Goldman Sachs Short Duration Fund  |
|  | SC <sup>SM</sup> PIMCO Total Return Fund  |
|  | Sun Capital Investment Grade Bond Fund <sup>®</sup>   |
|  | Sun Capital Money Market Fund <sup>®</sup>  |
|  | Wells Fargo Advantage VT Total Return Bond Fund   |
|  |   |
| <b>Asset Allocation or Balanced Funds [(0 to 70%)]</b> | AllianceBernstein Balanced Wealth Strategy Portfolio  |
|  | AllianceBernstein Dynamic Asset Allocation Portfolio  |
|  | BlackRock Global Allocation V.I. Fund   |
|  | Fidelity <sup>®</sup> Variable Insurance Products III – Balanced Portfolio                    |
|  | Franklin Income Securities Fund   |
|  | Huntington VA Balanced Fund <sup>1</sup>  |
|  | Invesco Van Kampen V.I. Equity and Income Fund  |
|  | MFS <sup>®</sup> Global Tactical Allocation Portfolio   |
|  | MFS <sup>®</sup> Total Return Portfolio   |
|  | PIMCO All Asset Portfolio   |
|  | PIMCO Global Multi-Asset Portfolio  |
|  | Putnam VT Absolute Return 500 Fund  |
|  | SC <sup>SM</sup> Ibbotson Balanced Fund   |
|  | SC <sup>SM</sup> Ibbotson Conservative Fund   |
|  | SC <sup>SM</sup> Ibbotson Growth Fund   |
|  |   |
| <b>Core Equity Funds [(0% to 70%)]</b>                 | Huntington VA Dividend Capture Fund <sup>1</sup>  |
|  | Huntington VA Income Equity Fund <sup>1</sup>   |
|  | Invesco Van Kampen V.I. Comstock Fund   |
|  | JPMorgan Insurance Trust U.S. Equity Portfolio  |
|  | Lord Abbett Series Fund Fundamental Equity Portfolio  |
|  | MFS <sup>®</sup> Core Equity Portfolio  |
|  | MFS <sup>®</sup> Utilities Portfolio  |
|  | MFS <sup>®</sup> Value Portfolio  |
|  | Mutual Shares Securities Fund   |
|  | Putnam VT Equity Income Fund  |
|  | SC <sup>SM</sup> BlackRock Large Cap Index Fund   |
|  | SC <sup>SM</sup> Davis Venture Value Fund   |
|  | SC <sup>SM</sup> Goldman Sachs Mid Cap Value Fund   |
|  | SC <sup>SM</sup> Lord Abbett Growth & Income Fund   |
|  |   |
| <b>Growth Equity Funds [(0% to 70%)]</b>               | AllianceBernstein Small/Mid Cap Value Portfolio   |
|  | Columbia Variable Portfolio – Marsico Growth Fund   |
|  | Fidelity <sup>®</sup> Variable Insurance Products Fund II – Contrafund <sup>®</sup> Portfolio |
|  | Fidelity <sup>®</sup> Variable Insurance Products III – Mid Cap Portfolio                     |
|  | First Eagle Overseas Variable Fund  |
|  | Franklin Small Cap Value Securities Fund  |
|  | Huntington VA Growth Fund <sup>1</sup>  |
|  | Huntington VA International Equity Fund <sup>1</sup>  |
|  | Huntington VA Macro 100 Fund <sup>1</sup>   |
|  | Huntington VA Mid Corp America Fund <sup>1</sup>  |
|  | Huntington VA New Economy Fund <sup>1</sup>   |
|  | Huntington VA Situs Fund <sup>1</sup>   |

## Sample Contract Specifications

|                                      |   |
|--------------------------------------|---|
|                                      | Invesco Van Kampen V.I. Mid Cap Value Fund                  |
|                                      | Invesco Van Kampen V.I. International Growth Fund           |
|                                      | Lord Abbett Series Fund Growth Opportunities Portfolio      |
|                                      | MFS® Growth Portfolio                                       |
|                                      | MFS® International Growth Portfolio                         |
|                                      | MFS® International Value Portfolio                          |
|                                      | MFS® Research International Portfolio                       |
|                                      | PIMCO EqS Pathfinder Portfolio                              |
|                                      | Oppenheimer Global Securities Fund/VA                       |
|                                      | SC <sup>SM</sup> AllianceBernstein International Value Fund |
|                                      | SC <sup>SM</sup> BlackRock International Index Fund         |
|                                      | SC <sup>SM</sup> BlackRock Small Cap Index Fund             |
|                                      | SC <sup>SM</sup> Columbia Small Cap Value Fund              |
|                                      | SC <sup>SM</sup> Invesco Small Cap Growth Fund              |
|                                      | SC <sup>SM</sup> WMC Blue Chip Mid Cap Fund                 |
|                                      | SC <sup>SM</sup> WMC Large Cap Growth Fund                  |
|                                      | Universal Institutional Funds Inc.—Growth Portfolio         |
|                                      | Universal Institutional Funds Inc.—Mid Cap Growth Portfolio |
|                                      |   |
| <b>Specialty Funds [(0% to 10%)]</b> | Franklin Strategic Income Securities Fund                   |
|                                      | Huntington VA Real Strategies Fund <sup>1</sup>             |
|                                      | Huntington VA Rotating Markets Fund <sup>1</sup>            |
|                                      | Lazard Retirement Emerging Markets Equity Portfolio         |
|                                      | MFS® Emerging Markets Equity Portfolio                      |
|                                      | PIMCO CommodityRealReturn® Strategy Portfolio               |
|                                      | PIMCO Emerging Markets Bond Portfolio                       |
|                                      | SC <sup>SM</sup> PIMCO High Yield Fund                      |
|                                      | Sun Capital Global Real Estate Fund                         |
|                                      | Templeton Global Bond Securities Fund]                      |

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

Form Number: 11-VA-R-02  
Revision Date: 11/23/2011

Variability denoted by bracketing

| <b>Variable Field</b>        | <b>Variable Description</b>  |
|------------------------------|--|
| President Name and Signature | This is the current President's name and signature and will change as the officer changes. |

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

Form Number: 11-VA-R-03  
Revision Date: 11/23/2011

Variability denoted by bracketing

| <b>Variable Field</b>        | <b>Variable Description</b>  |
|------------------------------|--|
| President Name and Signature | This is the current President's name and signature and will change as the officer changes. |

**Sun Life Assurance Company of Canada (U.S.)  
Statement of Variability**

**Form Number: 11-VA-AP-02**

**Revised Date: November 16, 2011**  
**Variability denoted by bracketing**

| Page No. | Field   | Scope of Variation  |
|----------|---|---|
| 1        | Banner  | Banner is bracketed to accommodate future changes.  |
| 1        | Annuity Service Center, 112 Worcester Street, Wellesley Hills, MA 02481 1-800-752-7216  | Address and telephone number are bracketed to accommodate future changes.   |
| 1        | Withdrawal Charge Period<br>9 – Year<br>7 – Year<br>5 – Year  | Variability Range:<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.  |
| 1        | 9-Year  | Variability Range:<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.  |
| 2        | 6 Living Benefit<br><input type="checkbox"/> Sun Income Vision <sup>SM</sup><br><input type="checkbox"/> Sun Income Maximizer <sup>SM</sup> II<br><input type="checkbox"/> Sun Income Maximizer <sup>SM</sup> Plus II | Variability Range: These are the marketing names of the currently available variable annuity living benefit riders, available in a single or joint life option.<br><input type="checkbox"/> Sun Income Vision <sup>SM</sup><br><input type="checkbox"/> Sun Income Maximizer <sup>SM</sup> II<br><input type="checkbox"/> Sun Income Maximizer <sup>SM</sup> Plus II<br><input type="checkbox"/> Single<br><input type="checkbox"/> Joint life<br>No other marketing names of variable annuity living benefit riders or restrictions on single or joint life options are contemplated at this time.<br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only. |
| 2        | <input type="checkbox"/> Single<br><input type="checkbox"/> Joint Life  | Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.  |

**Sun Life Assurance Company of Canada (U.S.)  
Statement of Variability**

**Form Number: 11-VA-AP-02**

**Revised Date: November 16, 2011**

**Variability denoted by bracketing**

| Page No. | Field   | Scope of Variation   |
|----------|---|--|
| 2        | 7 Death Benefits: (Please Select One)<br><br><input type="checkbox"/> Contract Value <i>(If you've selected no living benefit you do not need to adhere to the Investment restrictions in Section 4, Part III)</i><br><br><input type="checkbox"/> Return of Purchase Payment (ROP)<br><br><input type="checkbox"/> Highest Anniversary Value (HAV) | Variability Range: These are the marketing names of the current Death Benefit options.<br><br>Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only. |
| 3        | 9 Contract Replacements<br><a href="http://www.sunlifesales.com">www.sunlifesales.com</a> (in four places)  | Internet address is bracketed to denote such may change in the future.   |
| 3 & 5    | Banner  | Banner is bracketed to accommodate future changes.   |
| 4        | Customer identification notice: ... use for this purpose.   | Company Variability Range: This language is required to comply with Federal Patriot Act requirements.<br><br>Variability to accommodate future changes in Federal Patriot Act requirements.  |
| 5        | Commission option (please select one):  | Variability Range: Option A*, Option B*, Option C, Option D and footnoted option limitation.<br><br>Variability based on current commission options. Additional options and limitations may be offered in the future, or we may discontinue an option or limitation.       |
| 5        | Anti-money laundering customer identification information   | Variability Range: This language is required to comply with Federal Patriot Act requirements.<br><br>Variability to accommodate future changes in Federal Patriot Act requirements.  |

**STATE OF ARKANSAS  
INSURANCE DEPARTMENT**

CERTIFICATE OF COMPLIANCE WITH RULE AND REGULATION 19

**RE: Form Numbers:**

Riders: 11-VA-R-2 and 11-VA-R-3

We hereby certify that the guidelines established in Arkansas Rule and Regulation 19 have been reviewed and the policy form(s) designated above comply(ies) with these guidelines.

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

A handwritten signature in black ink, appearing to read "Thomas Miele". The signature is written in a cursive style with a long horizontal stroke at the beginning.

Thomas Miele, Assistant Vice President, Annuities

November 30, 2011

Date