

SERFF Tracking Number: NWFA-127014245 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number: 47906
Company Tracking Number: PNZ-0106AO
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: Provident Pension (STAR) Endorsements Filing
Project Name/Number: /

Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: Provident Pension (STAR) SERFF Tr Num: NWFA-127014245 State: Arkansas

Endorsements Filing

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved- State Tr Num: 47906
Closed

Sub-TOI: A03G.002 Flexible Premium

Co Tr Num: PNZ-0106AO

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Angela D. Cox, Grace

Disposition Date: 02/16/2011

Holland, Leonja Merritt, Clara

Pollard, Darcy L. Spangler, Natalie

Walden, Yvonne Hodges

Date Submitted: 02/04/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Concurrently being
filed in Nationwide's state of domicile, Ohio.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Employer

Overall Rate Impact:

Filing Status Changed: 02/16/2011

State Status Changed: 02/16/2011

Deemer Date:

Created By: Angela D. Cox

Submitted By: Grace Holland

Corresponding Filing Tracking Number:

Filing Description:

RE: Nationwide Life Insurance Company

NAIC # 66869 FEIN 31-4156830 NAIC Group # 140

Group Variable Annuity Contract Endorsements

SERFF Tracking Number: NWFA-127014245 State: Arkansas
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PNZ-0106AO
PNZ-0107AO
PNZ-0108AO
PNZ-0109AO

Nationwide Life Insurance Company ("Nationwide") is filing the above referenced forms for general use and approval by the Department of Insurance (the "Department"). Upon approval by the Department, the forms will be available for Nationwide to utilize. No part of the filing contains any unusual or possibly controversial items from normal company or industry standards.

Description of Forms

Endorsements

All of the above referenced Endorsements are Group Annuity Contract Endorsements. These Endorsements will be issued to existing Contractholders of previously approved Contracts (PC-9300, PC-9400, PC-9700 and PC-9800).

PNZ-0106AO is an endorsement to Group Annuity Contract Form No. PC-9300 which was previously approved by the Department. The endorsement modifies the investment management provision of the Company's actively-managed separate account options available under the Contract, allowing for passive investment management through mutual funds or exchange-traded funds. The changes are made pursuant to the contract amendment provisions of section 10.04 of the Contract. The endorsement will be provided to existing contract holders and, in accordance with section 10.04 of the Contract, the endorsement will not become effective until the contract holder has had sixty (60) days written notice of the changes to the Contract. There will be no pricing increases as a result of the issuance of this endorsement.

PNZ-0107AO is an endorsement to Group Annuity Contract Form No. PC-9400 which was previously approved by the Department. The endorsement modifies the investment management provision of the Company's actively-managed separate account options available under the Contract, allowing for passive investment management through mutual funds or exchange-traded funds. The changes are made pursuant to the contract amendment provisions of section 10.04 of the Contract. The endorsement will be provided to existing contract holders and, in accordance with section 10.04 of the Contract, the endorsement will not become effective until the contract holder has had sixty (60) days written notice of the changes to the Contract. There will be no pricing increases as a result of the issuance of this endorsement.

PNZ-0108AO is an endorsement to Group Annuity Contract Form No. PC-9700 which was previously approved by the Department. The endorsement modifies the investment management provision of the Company's actively-managed

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separate account options available under the Contract, allowing for passive investment management through mutual funds or exchange-traded funds. The changes are made pursuant to the contract amendment provisions of section 10.04 of the Contract. The endorsement will be provided to existing contract holders and, in accordance with section 10.04 of the Contract, the endorsement will not become effective until the contract holder has had sixty (60) days written notice of the changes to the Contract. There will be no pricing increases as a result of the issuance of this endorsement. There will be no pricing increases as a result of the issuance of this endorsement.

PNZ-0109AO is an endorsement to Group Annuity Contract Form No. PC-9800 which was previously approved by the Department. The endorsement modifies the investment management provision of the Company's actively-managed separate account options available under the Contract, allowing for passive investment management through mutual funds or exchange-traded funds. The changes are made pursuant to the contract amendment provisions of section 10.04 of the Contract. The endorsement will be provided to existing contract holders and, in accordance with section 10.04 of the Contract, the endorsement will not become effective until the contract holder has had sixty (60) days written notice of the changes to the Contract. There will be no pricing increases as a result of the issuance of this endorsement.

Target Market

The contracts with which the endorsements will be utilized are used to fund the following tax favored employer sponsored retirement plans authorized by the Internal Revenue Code: defined benefit plans and pension plans qualified under sections 401(a), including 401(k) plans. (hereinafter collectively referred to as "Plan(s)").

The Contract is a group variable fund annuity within which the Plans may make deposits on behalf of their participants.

Items Bracketed as Variable

Endorsements

- The date bracketed on page 1 of each of the Endorsements will reflect the effective date of the contract changes contained in the Endorsements. In accordance with section 10.04 of the Contracts, this will be at least 60 days from the date that the Contractholder will receive the Endorsements.
- Nationwide officers' signatures are bracketed as they change over time.

Other Information

Pursuant to the NAIC Model Act adopted by most states, group annuity forms issued to fund employer sponsored retirement plans are exempt from the readability requirements.

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Nationwide certifies that, to the best of its knowledge and belief, the forms submitted comply with all of the laws and regulations of your state.

Nationwide's printers use various fonts and layouts; therefore, Nationwide reserves the right to format the pages of these forms to conform to the printer's requirements. No change in language will occur, only a possible page break or page renumbering.

Company and Contact

Filing Contact Information

Angela Cox, Specialist, Corporate Compliance COXA9@nationwide.com
 PO Box 182455 800-691-0023 [Phone] 90011 [Ext]
 1-33-102 614-249-2112 [FAX]
 Columbus, OH 43272-8921

Filing Company Information

Nationwide Life Insurance Company	CoCode: 66869	State of Domicile: Ohio
PO Box 182455	Group Code: 140	Company Type:
1-33-102	Group Name:	State ID Number:
Columbus, OH 43272-8921	FEIN Number: 31-4156830	
(800) 691-0023 ext. [Phone]		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$200.00
Retaliatory?	No
Fee Explanation:	4 forms @ \$50 per form = \$200
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$200.00	02/04/2011	44409342

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/16/2011	02/16/2011

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Disposition

Disposition Date: 02/16/2011

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		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Form	Endorsement		Yes

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Form Schedule

Lead Form Number: PNZ-0106AO

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	PNZ-0106AO	Certificate	Endorsement Amendment, Insert Page, Endorsement or Rider	Initial		0.000	Endorsement - PNZ-0106AO.pdf
	PNZ-0107AO	Certificate	Endorsement Amendment, Insert Page, Endorsement or Rider	Initial		0.000	Endorsement - PNZ-0107AO.pdf
	PNZ-0108AO	Certificate	Endorsement Amendment, Insert Page, Endorsement or Rider	Initial		0.000	Endorsement - PNZ-0108AO.pdf
	PNZ-0109AO	Certificate	Endorsement Amendment, Insert Page, Endorsement or Rider	Initial		0.000	Endorsement - PNZ-0109AO.pdf

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

ENDORSEMENT

Group Annuity Contract (Form No. PC-9300)

WHEREAS, the above-referenced group annuity Contract was issued to the Contractholder by the Company, and the Company wishes to modify the Contract pursuant to section 10.04 as provided herein;

NOW THEREFORE, effective [xx/xx/xxxx] , the Contract is modified as follows:

1. Section 8 of the Contract is hereby deleted in its entirety and replaced with the following:

Section 8 - Separate Accounts and Mutual Funds

8.01 The Separate Accounts are pooled Separate Accounts maintained by the Company for portions of its assets. The assets of the Separate Accounts are segregated from all other assets of the Company (and each other) and shall not be chargeable with liabilities arising out of any other business of the Company.

8.02 Investments

The assets of each Separate Account will be invested as described in Table C. For this Contract, Table C lists the Separate Accounts. Each Separate Account will invest exclusively in a single Exchange-Traded Fund or Mutual Fund. The Company will select the Exchange-Traded Fund or Mutual Fund in which the Separate Accounts will invest.

The Company reserves the right to remove any Exchange-Traded Fund or Mutual Fund and substitute the shares of an Exchange-Traded Fund or Mutual Fund with a similar investment style. Reasons for this substitution include, but are not limited to: 1) the Exchange-Traded Fund or Mutual Fund closes to new investment, 2) Exchange-Traded Fund or Mutual Fund underperformance, 3) Exchange-Traded Fund or Mutual Fund malfeasance, 4) change in investment style of the Exchange-Traded Fund or Mutual Fund, and 5) changes in the tax code or other laws.

The Company will give the Contractholder appropriate notice of the removal and substitution of any Exchange-Traded Fund or Mutual Fund sixty (60) days before such substitution occurs. The Contractholder has the right to remain in the Exchange-Traded Fund or Mutual Fund that is being removed for another sixty (60) days if the Contractholder so notifies the Company before the announced date of substitution. The Exchange-Traded Fund or Mutual Fund being removed will remain open for sixty (60) days after the substitution, after which, all Participation Units will be transferred to the new Exchange-Traded Fund or Mutual Fund. If the Company receives no notification from the Contractholder, the Participation Units will be transferred on the announced date of substitution.

8.03 Expenses Charged to Each Separate Account

In addition to those expenses listed in Table B of the Basic Contract and charged against each Separate Account, the Company will deduct from the assets held in each Separate Account all expenses associated with maintaining that Separate Account and expenses arising from the purchase or sale of securities for such Separate Account.

Brokerage commissions and similar fees are added to the cost basis of securities when purchased and deducted from proceeds when sold. Therefore, each such purchase or sales transaction is effectively debited or credited to each Separate Account on a "net" basis.

The Exchange-Traded Funds or Mutual Funds will pay investment advisory fees and certain other expenses, which include but are not limited to operational or organizational expenses. These fees are described in the Exchange-Traded Funds or Mutual Funds current prospectus as it may be amended and supplemented periodically. The value of a Participation Unit of a subfund reflects those expenses as well as other expenses that the Company will deduct. The Company will deduct from the assets held in a Separate Account all expenses associated with maintaining the Separate Account and expenses arising from the purchase or sale of Exchange-Traded Fund or Mutual Fund shares.

8.04 Deposits to the Subaccount(s) of a Separate Account

At any time prior to the termination of the Contract, the Contractholder may provide written instructions to the Company at its Service Center specifying the amount of deposits that are to be allocated to a Separate Account. The allocation of deposits will only be made on an Allocation Date. Such allocation will be made on the Allocation Date coincident with or next following the date of receipt of such deposits by the Company.

8.05 Procedures with Respect to Transfers or Allocation of Deposits to Subaccount(s) of a Separate Account

As of the Transfer Date/Allocation Date on which an amount/deposit is to be transferred/allocated to a Separate Account, the Company will apply such transferred amount/deposit to purchase Participation Units in that Separate Account. The number of Participation Units acquired will be determined by the value of the Participation Units as of the Valuation Date coincident with the Transfer Date/Allocation Date. When Participation Units are purchased, the total number of Participation Units in that Separate Account will be appropriately increased.

8.06 Transfers by Contractholder Election

The Contractholder may, at any time, elect in writing that all or a portion of this Contract's share of a Separate Account be withdrawn and transferred to another Investment Option, or to the Deposit Account pursuant to the terms described in Subsection 5.02.

The value of each Participation Unit liquidated for the purpose of providing such withdrawal and transfer will be determined as of the Transfer Date. Any election for transfer must be received by the Company prior to the Transfer Date on which such transfer is to be effected.

8.07 Distributions by Contractholder Election

The Contractholder may, at any time, elect in writing that all or a portion of this Contract's share of a Separate Account be withdrawn and distributed to the payee designated by the Contractholder.

The value of each Participation Unit liquidated for the purpose of providing such withdrawal and distribution will be determined as of the Distribution Date. Any election for a distribution must be received by the Company prior to the Distribution date on which such distribution is to be made.

8.08 If, on a date on which a transfer or a distribution would otherwise be made, the Company determines that any such transfer or distribution involves the sale of securities during a period in which banking activities are suspended, security exchanges are closed, there is restricted trading on any stock exchange, the SEC declares a state of emergency, or circumstances beyond the control of the Company require that the sale be made under terms or conditions detrimental to other Contractholders, the Company may defer such transfer until a date it determines necessary in order to avoid such detriment.

8.09 Termination of this Contract

In the case of the termination of this Contract, the Company shall liquidate this Contract's entire share of each Separate Account and shall transfer the value of such liquidated amount to the General Account of the Company for disbursement in accordance with the written directions of the Contractholder. Such liquidation shall be effected on the date specified in the Termination Section of this Contract.

8.10 Determining the Value of this Contract's Share of a Separate Account

Each Separate Account will be divided into Participation Units. The Company will determine the value of a Participation Unit as of each Valuation Date.

The value of a Participation Unit is the fair market value of investments in a Separate Account as of the Valuation Date, plus cash balances and accruals, less accounts payable and such expenses as are properly allocable to that Separate Account based on the regular rules and practices of the Company divided by the number of outstanding Participation Units in that Separate Account.

As of any date, the value of this Contract's share of a Separate Account will equal the number of Participation Units then allocated to this Contract multiplied by the Participation Unit Value.

8.11 Determining Market Value of a Separate Account

The Company will determine the market value of each Separate Account for each Valuation Date at the close of each such Valuation Date. The market value on any Valuation Date is based on the fair market value of the assets in a Separate Account on such Valuation Date. If there is no readily available market value for a particular investment, the Company will determine the then fair market value of each such investment in accordance with accepted practices and applicable laws and regulations.

8.12 Notification by the Company

The Company will notify each Contractholder at least annually of the status of this Contract's share of each Separate Account. The notice will include the following:

- A. the number of Participation Units in each Separate Account;
- B. the dollar value of each Participation Unit for each Separate Account; and
- C. the total value of the Participation Units.

A statement of investments held in a Separate Account will be sent upon request to any Contractholder participating in that Separate Account.

8.13 Mutual Funds Separate Account

The Mutual Funds Separate Account is designed to allow investment in the Mutual Funds listed in Table C. All shares of the Mutual Funds are held in the same Separate Account, but segregated by each Mutual Fund into subfunds. Each subfund is treated in the same manner as the Separate Accounts described in Subsections 8.01 - 8.13.

The investments held by the Mutual Funds Separate Account are shares of Mutual Funds. The Mutual Funds will pay investment advisory fees and certain other expenses, which include but are not limited to operational or organizational expenses. These fees are described in the current prospectus as it may be amended and supplemented periodically. The value of a Participation Unit of a subfund reflects those expenses as well as other expenses that the Company will deduct. The Company will deduct from the assets held in the Mutual Funds Separate Account all expenses associated with maintaining the Separate Account and expenses arising from the purchase or sale of Mutual Fund shares.

The Company reserves the right to remove any Mutual Fund and substitute the shares of a Mutual Fund with a similar investment style. Reasons for this substitution include, but are not limited to: 1) the Mutual Fund closes to new investment, 2) Mutual Fund underperformance, 3) Mutual Fund malfeasance, 4) change in investment style of the Mutual Fund, and 5) changes in the tax code or other laws.

The Company will give the Contractholder appropriate notice of the removal and substitution of any Mutual Fund sixty (60) days before such substitution occurs. The Contractholder has the right to remain in the Mutual Fund that is being removed for another sixty (60) days if the Contractholder so notifies the Company before the announced date of substitution. The Mutual Fund being removed will remain open for sixty (60) days after the substitution, after which, all Participation Units will be transferred to the new Mutual Fund. If the Company receives no notification from the Contractholder, the Participation Units will be transferred on the announced date of substitution

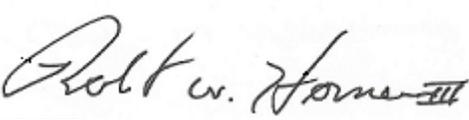
8.14 Strategic Asset Allocation

The Contractholder may choose fixed blends of Investment Options offered by the Company, called Strategic Asset Allocations, which will be rebalanced periodically to the percentages chosen by the Company. Current percentages of those blends are shown in Table C, or attached by form. If the percentages change, the Company will notify the Contractholder sixty (60) days before the changes go into effect. In choosing a Strategic Asset Allocation, the Contractholder authorizes the Company to buy and sell units of the underlying Investment Options only for the purpose of rebalancing the allocation.

The Strategic Asset Allocations will charge no expenses of their own. Instead, they share in the expenses of the Separate Accounts in which they invest, in the manner of Subsection 8.03.

2. This Endorsement is made a part of the Contract to which it is attached. To the extent the terms of the Contract, which include any previous amendments or endorsements, are contrary or inconsistent with the terms of this Endorsement, this Endorsement shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

Executed for the Company by:



Secretary



President

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

ENDORSEMENT

Group Annuity Contract (Form No. PC-9400)

WHEREAS, the above-referenced group annuity Contract was issued to the Contractholder by the Company, and the Company wishes to modify the Contract pursuant to section 10.04 as provided herein;

NOW THEREFORE, effective [xx/xx/xxxx] , the Contract is modified as follows:

1. Section 8 of the Contract is hereby deleted in its entirety and replaced with the following:

Section 8 - Separate Accounts and Mutual Funds

8.01 The Separate Accounts are pooled Separate Accounts maintained by the Company for portions of its assets. The assets of the Separate Accounts are segregated from all other assets of the Company (and each other) and shall not be chargeable with liabilities arising out of any other business of the Company.

8.02 Investments

The assets of each Separate Account will be invested as described in Table C. For this Contract, Table C lists the Separate Accounts. Each Separate Account will invest exclusively in a single Exchange-Traded Fund or Mutual Fund. The Company will select the Exchange-Traded Fund or Mutual Fund in which the Separate Accounts will invest.

The Company reserves the right to remove any Exchange-Traded Fund or Mutual Fund and substitute the shares of an Exchange-Traded Fund or Mutual Fund with a similar investment style. Reasons for this substitution include, but are not limited to: 1) the Exchange-Traded Fund or Mutual Fund closes to new investment, 2) Exchange-Traded Fund or Mutual Fund underperformance, 3) Exchange-Traded Fund or Mutual Fund malfeasance, 4) change in investment style of the Exchange-Traded Fund or Mutual Fund, and 5) changes in the tax code or other laws.

The Company will give the Contractholder appropriate notice of the removal and substitution of any Exchange-Traded Fund or Mutual Fund sixty (60) days before such substitution occurs. The Contractholder has the right to remain in the Exchange-Traded Fund or Mutual Fund that is being removed for another sixty (60) days if the Contractholder so notifies the Company before the announced date of substitution. The Exchange-Traded Fund or Mutual Fund being removed will remain open for sixty (60) days after the substitution, after which, all Participation Units will be transferred to the new Exchange-Traded Fund or Mutual Fund. If the Company receives no notification from the Contractholder, the Participation Units will be transferred on the announced date of substitution.

8.03 Expenses Charged to Each Separate Account

In addition to those expenses listed in Table B of the Basic Contract and charged against each Separate Account, the Company will deduct from the assets held in each Separate Account all expenses associated with maintaining that Separate Account and expenses arising from the purchase or sale of securities for such Separate Account.

Brokerage commissions and similar fees are added to the cost basis of securities when purchased and deducted from proceeds when sold. Therefore, each such purchase or sales transaction is effectively debited or credited to each Separate Account on a "net" basis.

The Exchange-Traded Funds or Mutual Funds will pay investment advisory fees and certain other expenses, which include but are not limited to operational or organizational expenses. These fees are described in the Exchange-Traded Funds or Mutual Funds current prospectus as it may be amended and supplemented periodically. The value of a Participation Unit of a subfund reflects those expenses as well as other expenses that the Company will deduct. The Company will deduct from the assets held in a Separate Account all expenses associated with maintaining the Separate Account and expenses arising from the purchase or sale of Exchange-Traded Fund or Mutual Fund shares.

8.04 Deposits to the Subaccount(s) of a Separate Account

At any time prior to the termination of the Contract, the Contractholder may provide written instructions to the Company at its Service Center specifying the amount of deposits that are to be allocated to a Separate Account. The allocation of deposits will only be made on an Allocation Date. Such allocation will be made on the Allocation Date coincident with or next following the date of receipt of such deposits by the Company.

8.05 Procedures with Respect to Transfers or Allocation of Deposits to Subaccount(s) of a Separate Account

As of the Transfer Date/Allocation Date on which an amount/deposit is to be transferred/allocated to a Separate Account, the Company will apply such transferred amount/deposit to purchase Participation Units in that Separate Account. The number of Participation Units acquired will be determined by the value of the Participation Units as of the Valuation Date coincident with the Transfer Date/Allocation Date. When Participation Units are purchased, the total number of Participation Units in that Separate Account will be appropriately increased.

8.06 Transfers by Contractholder Election

The Contractholder may, at any time, elect in writing that all or a portion of this Contract's share of a Separate Account be withdrawn and transferred to another Investment Option, or to the Deposit Account pursuant to the terms described in Subsection 5.02.

The value of each Participation Unit liquidated for the purpose of providing such withdrawal and transfer will be determined as of the Transfer Date. Any election for transfer must be received by the Company prior to the Transfer Date on which such transfer is to be effected.

8.07 Distributions by Contractholder Election

The Contractholder may, at any time, elect in writing that all or a portion of this Contract's share of a Separate Account be withdrawn and distributed to the payee designated by the Contractholder.

The value of each Participation Unit liquidated for the purpose of providing such withdrawal and distribution will be determined as of the Distribution Date. Any election for a distribution must be received by the Company prior to the Distribution date on which such distribution is to be made.

8.08 If, on a date on which a transfer or a distribution would otherwise be made, the Company determines that any such transfer or distribution involves the sale of securities during a period in which banking activities are suspended, security exchanges are closed, there is restricted trading on any stock exchange, the SEC declares a state of emergency, or circumstances beyond the control of the Company require that the sale be made under terms or conditions detrimental to other Contractholders, the Company may defer such transfer until a date it determines necessary in order to avoid such detriment.

8.09 Termination of this Contract

In the case of the termination of this Contract, the Company shall liquidate this Contract's entire share of each Separate Account and shall transfer the value of such liquidated amount to the General Account of the Company for disbursement in accordance with the written directions of the Contractholder. Such liquidation shall be effected on the date specified in the Termination Section of this Contract.

8.10 Determining the Value of this Contract's Share of a Separate Account

Each Separate Account will be divided into Participation Units. The Company will determine the value of a Participation Unit as of each Valuation Date.

The value of a Participation Unit is the fair market value of investments in a Separate Account as of the Valuation Date, plus cash balances and accruals, less accounts payable and such expenses as are properly allocable to that Separate Account based on the regular rules and practices of the Company divided by the number of outstanding Participation Units in that Separate Account.

As of any date, the value of this Contract's share of a Separate Account will equal the number of Participation Units then allocated to this Contract multiplied by the Participation Unit Value.

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8.12 Notification by the Company

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- A. the number of Participation Units in each Separate Account;
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- C. the total value of the Participation Units.

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8.13 Mutual Funds Separate Account

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The investments held by the Mutual Funds Separate Account are shares of Mutual Funds. The Mutual Funds will pay investment advisory fees and certain other expenses, which include but are not limited to operational or organizational expenses. These fees are described in the current prospectus as it may be amended and supplemented periodically. The value of a Participation Unit of a subfund reflects those expenses as well as other expenses that the Company will deduct. The Company will deduct from the assets held in the Mutual Funds Separate Account all expenses associated with maintaining the Separate Account and expenses arising from the purchase or sale of Mutual Fund shares.

The Company reserves the right to remove any Mutual Fund and substitute the shares of a Mutual Fund with a similar investment style. Reasons for this substitution include, but are not limited to: 1) the Mutual Fund closes to new investment, 2) Mutual Fund underperformance, 3) Mutual Fund malfeasance, 4) change in investment style of the Mutual Fund, and 5) changes in the tax code or other laws.

The Company will give the Contractholder appropriate notice of the removal and substitution of any Mutual Fund sixty (60) days before such substitution occurs. The Contractholder has the right to remain in the Mutual Fund that is being removed for another sixty (60) days if the Contractholder so notifies the Company before the announced date of substitution. The Mutual Fund being removed will remain open for sixty (60) days after the substitution, after which, all Participation Units will be transferred to the new Mutual Fund. If the Company receives no notification from the Contractholder, the Participation Units will be transferred on the announced date of substitution

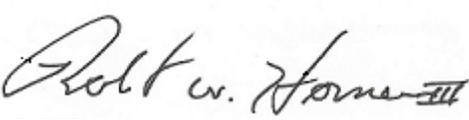
8.14 Strategic Asset Allocation

The Contractholder may choose fixed blends of Investment Options offered by the Company, called Strategic Asset Allocations, which will be rebalanced periodically to the percentages chosen by the Company. Current percentages of those blends are shown in Table C, or attached by form. If the percentages change, the Company will notify the Contractholder sixty (60) days before the changes go into effect. In choosing a Strategic Asset Allocation, the Contractholder authorizes the Company to buy and sell units of the underlying Investment Options only for the purpose of rebalancing the allocation.

The Strategic Asset Allocations will charge no expenses of their own. Instead, they share in the expenses of the Separate Accounts in which they invest, in the manner of Subsection 8.03.

2. This Endorsement is made a part of the Contract to which it is attached. To the extent the terms of the Contract, which include any previous amendments or endorsements, are contrary or inconsistent with the terms of this Endorsement, this Endorsement shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

Executed for the Company by:



Secretary



President

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

ENDORSEMENT

Group Annuity Contract (Form No. PC-9700)

WHEREAS, the above-referenced group annuity Contract was issued to the Contractholder by the Company, and the Company wishes to modify the Contract pursuant to section 10.04 as provided herein;

NOW THEREFORE, effective [xx/xx/xxxx] , the Contract is modified as follows:

1. Section 11 of the Contract is hereby deleted in its entirety and replaced with the following:

Section 11 - Separate Accounts and Mutual Funds

11.01 The Separate Accounts are pooled Separate Accounts maintained by the Company for portions of its assets. The assets of the Separate Accounts are segregated from all other assets of the Company (and each other) and shall not be chargeable with liabilities arising out of any other business of the Company.

Any amounts allocated or transferred to the Separate Accounts are owned by the Company. The Company is not a trustee as to such amounts.

The Separate Accounts will be divided into Participation Units as described in Section 11.10. Each Separate Account is also divided into Subaccounts.

The income and gains or losses, realized or unrealized, will be credited to or charged against each Separate Account without regard to other income, gains or losses of the Company. Such income and gains or losses, realized or unrealized, will affect the value of the Participation Units held by each Separate Account.

11.02 Investments

The assets of each Separate Account will be invested as described in Table C. For this Contract, Table C lists the Separate Accounts. Each Separate Account will invest exclusively in a single Exchange-Traded Fund or Mutual Fund. The Company will select the Exchange-Traded Fund or Mutual Fund in which the Separate Account will invest.

The Company reserves the right to remove any Exchange-Traded Fund or Mutual Fund and substitute the shares of an Exchange-Traded Fund or Mutual Fund with a similar investment style. Reasons for this substitution include, but are not limited to: 1) the Exchange-Traded Fund or Mutual Fund closes to new investment, 2) Exchange-Traded Fund or Mutual Fund underperformance, 3) Exchange-Traded Fund or Mutual Fund malfeasance, 4) change in investment style of the Exchange-Traded Fund or Mutual Fund, and 5) changes in the tax code or other laws.

The Company will give the Contractholder appropriate notice of the removal and substitution of any Exchange-Traded Fund or Mutual Fund sixty (60) days before such substitution occurs. The Contractholder has the right to remain in the Exchange-Traded Fund or Mutual Fund that is being removed for another sixty (60) days if the Contractholder so notifies the Company before the announced date of substitution. The Exchange-Traded Fund or Mutual Fund being removed will remain open for sixty (60) days after the substitution, after which, all Participation Units will be transferred to the new Exchange-Traded Fund or Mutual Fund. If the Company receives no notification from the Contractholder, the Participation Units will be transferred on the announced date of substitution.

11.03 Expenses Charged to Each Separate Account

In addition to those expenses listed in Table B of the Basic Contract and charged against each Separate Account, the Company will deduct from the assets held in each Separate Account all expenses associated with maintaining that Separate Account and expenses arising from the purchase or sale of securities for such Separate Account.

Brokerage commissions and similar fees are added to the cost basis of securities when purchased and deducted from proceeds when sold. Therefore, each such purchase or sales transaction is effectively debited or credited to each Separate Account on a "net" basis.

The Exchange-Traded Funds or Mutual Funds will pay investment advisory fees and certain other expenses, which include but are not limited to operational or organizational expenses. These fees are described in the Exchange-Traded Funds or Mutual Funds current prospectus as it may be amended and supplemented periodically. The value of a Participation Unit of a subfund reflects those expenses as well as other expenses that the Company will deduct. The Company will deduct from the assets held in a Separate Account all expenses associated with maintaining the Separate Account and expenses arising from the purchase or sale of Exchange-Traded Fund or Mutual Fund shares.

11.04 Deposits to the Subaccount(s) of a Separate Account

At any time prior to the termination of the Contract, the Contractholder may provide written instructions to the Company at its Service Center specifying the amount of deposits that are to be allocated to a Separate Account. The allocation of deposits will only be made on an Allocation Date. Such allocation will be made on the Allocation Date coincident with or next following the date of receipt of such deposits by the Company.

11.05 Procedures with Respect to Transfers or Allocation of Deposits to Subaccount(s) of a Separate Account

As of the Transfer Date/Allocation Date on which an amount/deposit is to be transferred/allocated to a Separate Account, the Company will apply such transferred amount/deposit to purchase Participation Units in that Separate Account. The number of Participation Units acquired will be determined by the value of the Participation Units as of the Valuation Date coincident with the Transfer Date/Allocation Date. When Participation Units are purchased, the total number of Participation Units in that Separate Account will be appropriately increased.

11.06 Transfers by Contractholder Election

The Contractholder may, at any time, elect in writing that all or a portion of this Contract's share of a Separate Account be withdrawn and transferred to another Investment Option, or to the Deposit Account pursuant to the terms described in Subsection 5.02.

The value of each Participation Unit liquidated for the purpose of providing such withdrawal and transfer will be determined as of the Transfer Date. Any election for transfer must be received by the Company prior to the Transfer Date on which such transfer is to be effected.

11.07 Distributions by Contractholder Election

The Contractholder may, at any time, elect in writing that all or a portion of this Contract's share of a Separate Account be withdrawn and distributed to the payee designated by the Contractholder.

The value of each Participation Unit liquidated for the purpose of providing such withdrawal and distribution will be determined as of the Distribution Date. Any election for a distribution must be received by the Company prior to the Distribution date on which such distribution is to be made.

11.08 If, on a date on which a transfer or a distribution would otherwise be made, the Company determines that any such transfer or distribution involves the sale of securities during a period in which banking activities are suspended, security exchanges are closed, there is restricted trading on any stock exchange, the SEC declares a state of emergency, or circumstances beyond the control of the Company require that the sale be made under terms or conditions detrimental to other Contractholders, the Company may defer such transfer until a date it determines necessary in order to avoid such detriment.

11.09 Termination of this Contract

In the case of the termination of this Contract, the Company shall liquidate this Contract's entire share of each Separate Account and shall transfer the value of such liquidated amount to the General Account of the Company for disbursement in accordance with the written directions of the Contractholder. Such liquidation shall be effected on the date specified in the Termination Section of this Contract.

11.10 Determining the Value of this Contract's Share of a Separate Account

Each Separate Account will be divided into Participation Units. The Company will determine the value of a Participation Unit as of each Valuation Date.

The value of a Participation Unit is the fair market value of investments in a Separate Account as of the Valuation Date, plus cash balances and accruals, less accounts payable and such expenses as are properly allocable to that Separate Account based on the regular rules and practices of the Company divided by the number of outstanding Participation Units in that Separate Account.

As of any date, the value of this Contract's share of a Separate Account will equal the number of Participation Units then allocated to this Contract multiplied by the Participation Unit Value.

11.11 Determining the Market Value of a Separate Account

The Company will determine the market value of each Separate Account for each Valuation Date at the close of each such Valuation Date. The market value on any Valuation Date is based on the fair market value of the assets in a Separate Account on such Valuation Date. If there is no readily available market value for a particular investment, the Company will determine the then fair market value of each such investment in accordance with accepted practices and applicable laws and regulations.

11.12 Notification by the Company

The Company will notify each Contractholder at least annually of the status of this Contract's share of each Separate Account. The notice will include the following:

- A. the number of Participation Units in each Separate Account;
- B. the dollar value of each Participation Unit for each Separate Account; and
- C. the total value of the Participation Units.

A statement of investments held in a Separate Account will be sent upon request to any Contractholder participating in that Separate Account.

11.13 Mutual Funds Separate Account

The Mutual Funds Separate Account is designed to allow investment in the Mutual Funds listed in Table C. All shares of the Mutual Funds are held in the same Separate Account, but segregated by each Mutual Fund into subfunds. Each subfund is treated in the same manner as the Separate Accounts described in Subsections 11.01 - 11.12.

The investments held by the Mutual Funds Separate Account are shares of Mutual Funds. The Mutual Funds will pay investment advisory fees and certain other expenses, which include but are not limited to operational or organizational expenses. These fees are described in the current prospectus as it may be amended and supplemented periodically. The value of a Participation Unit of a subfund reflects those expenses as well as other expenses that the Company will deduct. The Company will deduct from the assets held in the Mutual Funds Separate Account all expenses associated with maintaining the Separate Account and expenses arising from the purchase or sale of Mutual Fund shares.

The Company reserves the right to remove any Mutual Fund and substitute the shares of a Mutual Fund with a similar investment style. Reasons for this substitution include, but are not limited to: 1) the Mutual Fund closes to new investment, 2) Mutual Fund underperformance, 3) Mutual Fund malfeasance, 4) change in investment style of the Mutual Fund, and 5) changes in the tax code or other laws.

The Company will give the Contractholder appropriate notice of the removal and substitution of any Mutual Fund sixty (60) days before such substitution occurs. The Contractholder has the right to remain in the Mutual Fund that is being removed for another sixty (60) days if the Contractholder so notifies the Company before the announced date of substitution. The Mutual Fund being removed will remain open for sixty (60) days after the substitution, after which, all Participation Units will be transferred to the new Mutual Fund. If the Company receives no notification from the Contractholder, the Participation Units will be transferred on the announced date of substitution

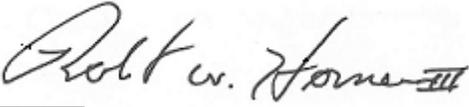
11.14 Strategic Asset Allocations

The Contractholder may choose fixed blends of Investment Options offered by the Company, called Strategic Asset Allocations, which will be rebalanced periodically to the percentages chosen by the Company. Current percentages of those blends are shown in Table C, or attached by form. If the percentages change, the Company will notify the Contractholder sixty (60) days before the changes go into effect. In choosing a Strategic Asset Allocation, the Contractholder authorizes the Company to buy and sell units of the underlying Investment Options only for the purpose of rebalancing the allocation.

The Strategic Asset Allocations will charge no expenses of their own. Instead, they share in the expenses of the Separate Accounts in which they invest, in the manner of Subsection 11.03.

2. This Endorsement is made a part of the Contract to which it is attached. To the extent the terms of the Contract, which includes any previous amendments or endorsements, is contrary or inconsistent with the terms of this Endorsement, this Endorsement shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

Executed for the Company by:



Secretary



President

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

ENDORSEMENT

Group Annuity Contract (Form No. PC-9800)

WHEREAS, the above-referenced group annuity Contract was issued to the Contractholder by the Company, and the Company wishes to modify the Contract pursuant to section 10.04 as provided herein;

NOW THEREFORE, effective [xx/xx/xxxx] , the Contract is modified as follows:

1. Section 8 of the Contract is hereby deleted in its entirety and replaced with the following:

Section 8 - Separate Accounts and Mutual Funds

8.01 The Separate Accounts are pooled Separate Accounts maintained by the Company for portions of its assets. The assets of the Separate Accounts are segregated from all other assets of the Company (and each other) and shall not be chargeable with liabilities arising out of any other business of the Company.

Any amounts allocated or transferred to the Separate Accounts are owned by the Company. The Company is not a trustee as to such amounts.

The Separate Accounts will be divided into Participation Units as described in Section 8.10. Each Separate Account is also divided into Subaccounts.

The income and gains or losses, realized or unrealized, will be credited to or charged against each Separate Account without regard to other income, gains or losses of the Company. Such income and gains or losses, realized or unrealized, will affect the value of the Participation Units held by each Separate Account.

8.02 Investments

The assets of each Separate Account will be invested as described in Table C. For this Contract, Table C lists the Separate Accounts. Each Separate Account will invest exclusively in a single Exchange-Traded Fund or Mutual Fund. The Company will select the Exchange-Traded Fund or Mutual Fund in which the Separate Accounts will invest.

The Company reserves the right to remove any Exchange-Traded Fund or Mutual Fund and substitute the shares of an Exchange-Traded Fund or Mutual Fund with a similar investment style. Reasons for this substitution include, but are not limited to: 1) the Exchange-Traded Fund or Mutual Fund closes to new investment, 2) Exchange-Traded Fund or Mutual Fund underperformance, 3) Exchange-Traded Fund or Mutual Fund malfeasance, 4) change in investment style of the Exchange-Traded Fund or Mutual Fund, and 5) changes in the tax code or other laws.

The Company will give the Contractholder appropriate notice of the removal and substitution of any Exchange-Traded Fund or Mutual Fund sixty (60) days before such substitution occurs. The Contractholder has the right to remain in the Exchange-Traded Fund or Mutual Fund that is being removed for another sixty (60) days if the Contractholder so notifies the Company before the announced date of substitution. The Exchange-Traded Fund or Mutual Fund being removed will remain open for sixty (60) days after the substitution, after which, all Participation Units will be transferred to the new Exchange-Traded Fund or Mutual Fund. If the Company receives no notification from the Contractholder, the Participation Units will be transferred on the announced date of substitution.

8.03 Expenses Charged to Each Separate Account

In addition to those expenses listed in Table B of the Basic Contract and charged against each Separate Account, the Company will deduct from the assets held in each Separate Account all expenses associated with maintaining that Separate Account and expenses arising from the purchase or sale of securities for such Separate Account.

Brokerage commissions and similar fees are added to the cost basis of securities when purchased and deducted from proceeds when sold. Therefore, each such purchase or sales transaction is effectively debited or credited to each Separate Account on a "net" basis.

The Exchange-Traded Funds or Mutual Funds will pay investment advisory fees and certain other expenses, which include but are not limited to operational or organizational expenses. These fees are described in the Exchange-Traded Funds or Mutual Funds current prospectus as it may be amended and supplemented periodically. The value of a Participation Unit of a subfund reflects those expenses as well as other expenses that the Company will deduct. The Company will deduct from the assets held in a Separate Account all expenses associated with maintaining the Separate Account and expenses arising from the purchase or sale of Exchange-Traded Fund or Mutual Fund shares.

8.04 Deposits to the Subaccount(s) of a Separate Account

At any time prior to the termination of the Contract, the Contractholder may provide written instructions to the Company at its Service Center specifying the amount of deposits that are to be allocated to a Separate Account. The allocation of deposits will only be made on an Allocation Date. Such allocation will be made on the Allocation Date coincident with or next following the date of receipt of such deposits by the Company.

8.05 Procedures with Respect to Transfers or Allocation of Deposits to Subaccount(s) of a Separate Account

As of the Transfer Date/Allocation Date on which an amount/deposit is to be transferred/allocated to a Separate Account, the Company will apply such transferred amount/deposit to purchase Participation Units in that Separate Account. The number of Participation Units acquired will be determined by the value of the Participation Units as of the Valuation Date coincident with the Transfer Date/Allocation Date. When Participation Units are purchased, the total number of Participation Units in that Separate Account will be appropriately increased.

8.06 Transfers by Contractholder Election

The Contractholder may, at any time, elect in writing that all or a portion of this Contract's share of a Separate Account be withdrawn and transferred to another Investment Option, or to the Deposit Account pursuant to the terms described in Subsection 5.02.

The value of each Participation Unit liquidated for the purpose of providing such withdrawal and transfer will be determined as of the Transfer Date. Any election for transfer must be received by the Company prior to the Transfer Date on which such transfer is to be effected.

8.07 Distributions by Contractholder Election

The Contractholder may, at any time, elect in writing that all or a portion of this Contract's share of a Separate Account be withdrawn and distributed to the payee designated by the Contractholder.

The value of each Participation Unit liquidated for the purpose of providing such withdrawal and distribution will be determined as of the Distribution Date. Any election for a distribution must be received by the Company prior to the Distribution date on which such distribution is to be made.

8.08 If, on a date on which a transfer or a distribution would otherwise be made, the Company determines that any such transfer or distribution involves the sale of securities during a period in which banking activities are suspended, security exchanges are closed, there is restricted trading on any stock exchange, the SEC declares a state of emergency, or circumstances beyond the control of the Company require that the sale be made under terms or conditions detrimental to other Contractholders, the Company may defer such transfer until a date it determines necessary in order to avoid such detriment.

8.09 Termination of this Contract

In the case of the termination of this Contract, the Company shall liquidate this Contract's entire share of each Separate Account and shall transfer the value of such liquidated amount to the General Account of the Company for disbursement in accordance with the written directions of the Contractholder. Such liquidation shall be effected on the date specified in the Termination Section of this Contract.

8.10 Determining the Value of this Contract's Share of a Separate Account

Each Separate Account will be divided into Participation Units. The Company will determine the value of a Participation Unit as of each Valuation Date.

The value of a Participation Unit is the fair market value of investments in a Separate Account as of the Valuation Date, plus cash balances and accruals, less accounts payable and such expenses as are properly allocable to that Separate Account based on the regular rules and practices of the Company divided by the number of outstanding Participation Units in that Separate Account.

As of any date, the value of this Contract's share of a Separate Account will equal the number of Participation Units then allocated to this Contract multiplied by the Participation Unit Value.

8.11 Determining Market Value of a Separate Account

The Company will determine the market value of each Separate Account for each Valuation Date at the close of each such Valuation Date. The market value on any Valuation Date is based on the fair market value of the assets in a Separate Account on such Valuation Date. If there is no readily available market value for a particular investment, the Company will determine the then fair market value of each such investment in accordance with accepted practices and applicable laws and regulations.

8.12 Notification by the Company

The Company will notify each Contractholder at least annually of the status of this Contract's share of each Separate Account. The notice will include the following:

- A. the number of Participation Units in each Separate Account;
- B. the dollar value of each Participation Unit for each Separate Account; and
- C. the total value of the Participation Units.

A statement of investments held in a Separate Account will be sent upon request to any Contractholder participating in that Separate Account.

8.13 Mutual Funds Separate Account

The Mutual Funds Separate Account is designed to allow investment in the Mutual Funds listed in Table C. All shares of the Mutual Funds are held in the same Separate Account, but segregated by each Mutual Fund into subfunds. Each subfund is treated in the same manner as the Separate Accounts described in Subsections 8.01 - 8.12.

The investments held by the Mutual Funds Separate Account are shares of Mutual Funds. The Mutual Funds will pay investment advisory fees and certain other expenses, which include but are not limited to operational or organizational expenses. These fees are described in the current prospectus as it may be amended and supplemented periodically. The value of a Participation Unit of a subfund reflects those expenses as well as other expenses that the Company will deduct. The Company will deduct from the assets held in the Mutual Funds Separate Account all expenses associated with maintaining the Separate Account and expenses arising from the purchase or sale of Mutual Fund shares.

The Company reserves the right to remove any Mutual Fund and substitute the shares of a Mutual Fund with a similar investment style. Reasons for this substitution include, but are not limited to: 1) the Mutual Fund closes to new investment, 2) Mutual Fund underperformance, 3) Mutual Fund malfeasance, 4) change in investment style of the Mutual Fund, and 5) changes in the tax code or other laws.

The Company will give the Contractholder appropriate notice of the removal and substitution of any Mutual Fund sixty (60) days before such substitution occurs. The Contractholder has the right to remain in the Mutual Fund that is being removed for another sixty (60) days if the Contractholder so notifies the Company before the announced date of substitution. The Mutual Fund being removed will remain open for sixty (60) days after the substitution, after which, all Participation Units will be transferred to the new Mutual Fund. If the Company receives no notification from the Contractholder, the Participation Units will be transferred on the announced date of substitution

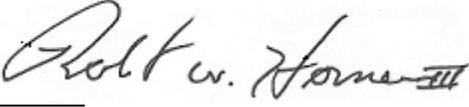
8.14 Strategic Asset Allocation

The Contractholder may choose fixed blends of Investment Options offered by the Company, called Strategic Asset Allocations, which will be rebalanced periodically to the percentages chosen by the Company. Current percentages of those blends are shown in Table C, or attached by form. If the percentages change, the Company will notify the Contractholder sixty (60) days before the changes go into effect. In choosing a Strategic Asset Allocation, the Contractholder authorizes the Company to buy and sell units of the underlying Investment Options only for the purpose of rebalancing the allocation.

The Strategic Asset Allocations will charge no expenses of their own. Instead, they share in the expenses of the Separate Accounts in which they invest, in the manner of Subsection 8.03.

- 2. This Endorsement is made a part of the Contract to which it is attached. To the extent the terms of the Contract, which includes any previous amendments or endorsements, is contrary or inconsistent with the terms of this Endorsement, this Endorsement shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

Executed for the Company by:



Secretary



President