

SERFF Tracking Number: AULD-126962928 State: Arkansas
 Filing Company: American United Life Insurance Company State Tracking Number: 48112
 Company Tracking Number: ROTHIRA.SP-K
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.003 Single Premium
 Variable and Variable
 Product Name: ROTH IRA SP VAR
 Project Name/Number: ROTH IRA SP VAR/ROTHIRA.SP-K

Filing at a Glance

Company: American United Life Insurance Company

Product Name: ROTH IRA SP VAR SERFF Tr Num: AULD-126962928 State: Arkansas
 TOI: A02.1G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 48112
 Variable and Variable Closed
 Sub-TOI: A02.1G.003 Single Premium Co Tr Num: ROTHIRA.SP-K State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Angie Neville, Danita Ragland-Hatton, Ann Smith, Nelvia
 Washington Disposition Date: 03/02/2011
 Date Submitted: 02/25/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: ROTH IRA SP VAR Status of Filing in Domicile: Pending
 Project Number: ROTHIRA.SP-K Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 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: 03/02/2011
 State Status Changed: 03/02/2011 Deemer Date:
 Created By: Danita Ragland-Hatton Submitted By: Danita Ragland-Hatton
 Corresponding Filing Tracking Number:
 Filing Description:
 February 25, 2011

Arkansas Department of Insurance/Policy Forms Filings
 1200 West Third Street
 Little Rock, AR 72201-1904

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Re: American United Life Insurance Company (AUL)
AUL's NAIC #60895 and FEIN #35-0145825

(1) Form ROTHIRA.SP-K, AUL American Series Roth IRA Multiple-Fund Group
Variable Annuity Contract

(2) Form, ROTHIRA.SP-C, AUL American Series Roth IRA Multiple-Fund Group
Variable Annuity Certificate

Dear Sir or Madam:

The enclosed forms listed above are being submitted for filing and approval. These forms are new and not replacing any form currently in use in your state. We are submitting the forms in "John Doe" fashion, with any variable information displayed in bold-face type within brackets. These forms were filed in Indiana, which is the state of domicile.

Item (1), Form ROTHIRA.SP-K, is a group annuity contract which will be marketed as a Roth individual retirement annuity (IRA) under Internal Revenue Code (IRC) Section 408A to qualified employer/employee groups. The contract may be issued to an employer or a financial institution in Indiana as a custodial contractholder. The custodial contractholder would merely act as a third-party custodian, and would have no other interest in the contract. AUL would then enroll participants residing in those states that have approved the product (if such form filing is required by that state).

Participants in this contract are those individuals who are eligible under the Internal Revenue Code and applicable law, regulations and rulings to make rollovers to a Code §408A Roth Individual Retirement Annuity. A participant account will be established for each person who participates in this group annuity policy. All contributions will be deposited as directed by the participant into a Fixed Interest Account (FIA) that is part of AUL's general account and/or into a variety of Investment Accounts which constitute distinct portfolios established within an AUL separate account AUL maintains under Indiana law that is registered under the Investment Company Act of 1940 as a unit investment trust. This contract contains an indexed minimum interest rate provision, which is based on the NAIC Model Standard Nonforfeiture Law for Individual Deferred Annuities (SNFLIDA).

Item (2), Form ROTHIRA.SP-C is a certificate that is issued to each participant in an Item (1) contract.

The application to be used with this contract will be Form P-12503, which was approved by your office on March 30, 2000. A copy of the application has been included with this filing.

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The above referenced group annuity form has been registered with the Securities and Exchange Commission (SEC) and will be sold with a prospectus.

An Actuarial Memorandum has been included with this filing.

American United Life has reviewed the forms and believes, to the best of its knowledge, that the forms are both consistent with the laws and regulations of the state of filing and in compliance with those laws and regulations. The forms contain no unusual or possibly controversial items deviating from normal company or industry standards.

If there are any questions, please let me know. Thank you for your assistance with this filing.

Sincerely,

Senior Contract Analyst
Corporate Compliance & Market Conduct

E-mail: productcompliance.corporatecompliance@oneamerica.com

Tele: 1-877-285-7660 (ext 1550) Fax: 1-317-285-5510

Company and Contact

Filing Contact Information

Nelvia Washington, Senior Contract Analyst Nelvia.Washington@oneamerica.com
One American Square 317-285-1550 [Phone]
Indianapolis, IN 46206 317-285-5510 [FAX]

Filing Company Information

American United Life Insurance Company CoCode: 60895 State of Domicile: Indiana
One American Square Group Code: 619 Company Type:
P.O. Box 7127 Group Name: State ID Number:
Indianapolis, IN 46206 FEIN Number: 35-0145825
(877) 285-7660 ext. [Phone]

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Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: 2 forms X \$50 = \$100
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American United Life Insurance Company	\$100.00	02/25/2011	45066430

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	03/02/2011	03/02/2011

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Disposition

Disposition Date: 03/02/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	AUL American Series Roth IRA Multiple-Fund Group Variable Annuity Contract		Yes
Form	AUL American Series Roth IRA Mutiple-Fund Group Variable Annuity Certificate		Yes

AMERICAN UNITED LIFE
INSURANCE COMPANY®
a ONEAMERICA® company



CONTRACT NUMBER: [G XX,XXX]
CONTRACTHOLDER: [ABC CORPORATION]
DATE OF ISSUE: [JANUARY 2, 2011]
CONTRACT DATE: [JANUARY 1, 2011]
FIRST CONTRACT ANNIVERSARY: [JANUARY 1, 2012]

American United Life Insurance Company (AUL) issues this contract in consideration of the Contractholder's application and its payment of Contributions to AUL. When used in this contract, "we," "us," or "our" refer to AUL and "you" or "your" refer to the Contractholder.

All provisions and conditions stated on this and subsequent pages are part of this contract.

This contract is signed for us at our Home Office in Indianapolis, Indiana. Our mailing address is P.O. Box 368, Indianapolis, Indiana 46206-0368. Our street address is One American Square, Indianapolis, Indiana 46282.

NOTICE OF TEN DAY RIGHT TO EXAMINE CONTRACT

Please read this contract carefully. You may return the contract for any reason within ten days after receiving it. If returned, the contract is void from the beginning and any Contributions will be refunded.

AMERICAN UNITED LIFE INSURANCE COMPANY
By

[President and Chief Executive Officer]

Attest

Secretary

AUL American Series
Roth IRA Multiple-Fund Group Variable Annuity
[with Guaranteed Minimum Death Benefit]
Current Interest Credited
Nonparticipating

ACCUMULATION UNITS IN AN INVESTMENT ACCOUNT UNDER THIS CONTRACT MAY INCREASE OR DECREASE IN VALUE ACCORDING TO THE INVESTMENT PERFORMANCE OF THE UNDERLYING INVESTMENTS HELD BY THE INVESTMENT ACCOUNT. THE VALUE OF SUCH ASSETS AND ACCUMULATION UNITS IS NOT GUARANTEED. SECTION 4 OF THIS CONTRACT EXPLAINS THE VALUATION OF SUCH ASSETS AND ACCUMULATION UNITS.

If you have questions concerning your contract, or wish to register a complaint, you may reach us by calling [1-800-261-9618].

ROTHIRA.SP-K

[(GMDB)]

[(NBR)]

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SECTION 1 - DEFINITIONS

- 1.1 "Account Value" for a Participant Account as of a date is:
- (a) that Account's balance of funds in the Fixed Interest Account (FIA), if any, on that date; plus
 - (b) the value of that Account's Accumulation Units in each Investment Account on that date.
- 1.2 "Accumulation Unit" is a valuation device used to measure increases in and decreases to the value of any Investment Account.
- 1.3 "Annuity Commencement Date" is the first day of the month an annuity begins under this contract. However, amounts allocated to a Participant's Account will be distributed or begin to be distributed no later than the date determined under §5.2.
- 1.4 "Business Day" is any day both the New York Stock Exchange and our Home Office are open for the general conduct of business.
- 1.5 "Code" means the Internal Revenue Code of 1986, as amended, and any applicable regulations or rulings thereunder.
- 1.6 The "First Contract Anniversary" is listed on the contract face page. Subsequent "Contract Anniversaries" are on the same day of each subsequent year.
- 1.7 "Contract Quarter" is each of the four successive three-month periods in a Contract Year.
- 1.8 The first "Contract Year" starts on the Contract Date and ends on the day before the First Contract Anniversary. Each subsequent Contract Year starts on a Contract Anniversary and ends on the day before the next Contract Anniversary.
- 1.9 "Contributions" are **[funds that are transferred to this contract as a Qualified Rollover Contribution. Other types of Roth IRA contributions (i.e., regular contributions and recharacterized contributions discussed in Income Tax Regulations §§1.408A-3 and -5) will not be accepted under this contract. If the Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C), no Contribution will be accepted.]** To constitute a "Contribution," such funds must be allocable to Participant Accounts according to applicable instructions. Such transferred funds may be listed under categories other than "Contributions" on annual and quarterly reporting. The legal title to, and ownership of, such amounts is vested solely in the Participant.
- 1.10 A "Contribution-Source" means each type of Contribution.

[(The following 1.11 will be used for a contract issued with the GMDB provision)]

- 1.11 "Death Benefit" is **[the greater of:**
- (a) **the Participant's Account Value as of the date the Death Benefit is calculated (minus any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value), or**
 - (b)
 - (1) **the Guaranteed Minimum Death Benefit (GMDB) on the Contract Anniversary immediately preceding the date of the Participant's death, increased by**
 - (2) **any Contributions made for the Participant since the last Contract Anniversary, reduced proportionately to reflect**

(3) any withdrawals by the Participant since the last Contract Anniversary.]

[(The following 1.11 will be used for a contract issued without the GMDB provision)]

- 1.11 Death Benefit” is the Participant’s Account Value as of the date the Death Benefit is calculated (minus any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value).
- 1.12 "Excess Contributions" are Contributions in excess of the applicable Code limits.
- 1.13 “Fixed Interest Account” or “FIA” is an Investment Option described in §3 to which Contributions may be allocated for accumulation at the Guaranteed Rates. The FIA funds constitute a portion of our general asset account.

[(The following 1.14 will be used for a contract issued with the GMDB provision)]

[1.14 The “Guaranteed Minimum Death Benefit” or “GMDB” prior to the first Contract Anniversary is equal to the Contributions made for a Participant minus any of his withdrawals. On each Contract Anniversary prior to, or concurrent with, the Participant’s date of death, the GMDB is reset, based on the age of the Participant on his last birthday, as follows:

- (a) For Participants less than 81 years of age, the GMDB is the greater of:**
- (1) the Participant’s Account Value as of the current Contract Anniversary, or**
 - (2) (A) the GMDB as of the immediately preceding Contract Anniversary, increased by**
 - (B) any Contributions made for the Participant since the immediately preceding Contract Anniversary, and reduced proportionately to reflect**
 - (C) any withdrawals by the Participant since the immediately preceding Contract Anniversary.**
- (b) For Participants 81 years of age or older, the GMDB is equal to:**
- (1) the GMDB as of the immediately preceding Contract Anniversary, increased by**
 - (2) any Contributions made for the Participant since the immediately preceding Contract Anniversary, reduced proportionately to reflect**
 - (3) any withdrawals by the Participant since the immediately preceding Contract Anniversary.**

As of the Participant’s date of death, the GMDB ceases to increase or decrease in value.]

[Filing & Issuance Note – if this form is issued without the GMDB provisions then 1.14 will be deleted and SECTION I will be renumbered accordingly]

- 1.15 "Guaranteed Rates" are the guaranteed annual effective rates of interest we credit to each Interest Pocket. We credit interest daily to each Interest Pocket. A Guaranteed Rate may be modified only as described in §3.3.
- 1.16 "Home Office" is our principal office in Indianapolis, Indiana. For anything to be "received by AUL," it must be received at our Home Office.

- 1.17 "Interest Pocket" means a tracking method which associates funds allocated to the FIA over a specific time period with a specific Guaranteed Rate, as described in §3. After the guaranteed period provided in §3.3 has elapsed, we may consolidate two or more Interest Pockets in conjunction with the announcement of new Guaranteed Rates.
- 1.18 "Investment Account" means each distinct portfolio established within our **[Variable Account]** and identified in the Table of Investment Accounts of this contract. Amounts allocated to any Investment Account are invested in the shares of the corresponding Mutual Fund, Portfolio, or other entity identified in the Table of Investment Accounts. Our "**[Variable Account]**" is a separate account we maintain under Indiana law which is called the **[AUL American Unit Trust]** and which is registered under the Investment Company Act of 1940 as a unit investment trust.
- 1.19 "Investment Option" is the FIA or any Investment Account.
- [1.20 The "Modified Adjusted Gross Income" (or "Modified AGI") for a Participant for a taxable year is defined in Code §408A(c)(3) and does not include any amount included in adjusted gross income as a result of a Qualified Rollover Contribution.]**
- 1.21 "Mutual Fund" means any diversified, open-end management company made available by us and listed in the Table of Investment Accounts.
- [1.22 A "Non-Roth IRA" is an IRA other than a Roth IRA.]**
- 1.23 "Participant" is any person that has a Participant Account.
- 1.24 "Participant Account" is an account maintained under this contract for each Participant. Each Contribution-Source is tracked separately within the Participant Account. We credit Contributions to Participant Accounts and Contribution-Sources as the appropriate party directs.
- 1.25 "Portfolio" is a portfolio established within a particular Mutual Fund, as described in the Mutual Fund's current prospectus.
- [1.26 A "Qualified Rollover Contribution" is a rollover Contribution of a distribution from an eligible retirement plan described in Code §402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of Code §408(d)(3) (except that the one-rollover-per-year rule of Code §408(d)(3)(B) does not apply if the distribution is from a Non-Roth IRA). If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code §§402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), as applicable. A "Qualified Rollover Contribution" also includes (a) and (b) below.**
- (a) All or a portion of a military death gratuity or servicemember's group life insurance ("SGLI") payment may be contributed if the Contribution is made within 1 year of receiving the gratuity or payment. Such Contributions are disregarded for purposes of the one-rollover-per-year rule under Code §408(d)(3)(B).**
- (b) All or part of an airline payment (as defined in §125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the Contribution is made within 180 days of receiving the payment.**
- 1.27 "Valuation Periods" start at the close of each Business Day and end at the close of the next Business Day.
- 1.28 The "Withdrawal Charge" is a percentage of the Account Value withdrawn under this contract. The Withdrawal Charge will not apply to Account Values withdrawn to provide certain benefit payments

or an annuity as described in [§§5.2 and 6.1, respectively. The percentage varies by the Participant Account Year in which a withdrawal is made. The first Participant Account Year begins on the date when we establish a Participant Account and credit the initial Contribution for the Participant, and ends on the day immediately preceding the next anniversary of such date. Each Participant Account Year thereafter begins on such an anniversary date and ends on the day immediately preceding the next succeeding anniversary date.] The Withdrawal Charge percentage is as follows:

<u>[During Participant Account Years</u>	<u>Withdrawal Charge Percentage</u>
1-5	8
6-10	4
Thereafter	0]

In no event will the cumulative total of all Withdrawal Charges, including those previously assessed against any amount withdrawn from a Participant Account, exceed [8.5%] of total Contributions allocated to that Participant Account.

1.29 "Withdrawal Value" is a Participant's Account Value, less any Withdrawal Charge.

SECTION 2 - ADMINISTRATION OF PARTICIPANT ACCOUNTS

2.1 Amount of Contributions:

- (a) **Contributions made to this contract may vary in amount and frequency, and must consist of Qualified Rollover Contributions. Other types of Roth IRA contributions will not be accepted under this contract. All such Qualified Rollover Contributions for a Participant must be made within a 3-year period beginning with the date of the initial Qualified Rollover Contribution. Such Qualified Rollover Contributions, as identified to us, are credited as rollover Contributions under the appropriate Participant Account and are tracked within this contract as required by applicable state and federal law. Also, the total of all Qualified Rollover Contributions transferred for the Participant to this contract within the 3-year period from a prior funding medium not issued by us must not exceed \$1,000,000.**
- (b) **Notwithstanding any other provisions of this contract, no Contribution will be accepted under a Code §408(p) SIMPLE IRA plan established by a Participant's employer, with the exception that a transfer or rollover of funds attributable to contributions made by a Participant's employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA after the expiration of the 2-year period beginning on the date the Participant first participated in that employer's SIMPLE IRA plan.]**
- (c) Excess Contributions: On receipt of instructions from the Participant, we will withdraw Excess Contributions, plus gains and minus losses, from his Account and return them to him.. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Code. A return of Excess Contributions is not subject to a Withdrawal Charge.
- (d) Refunds of Contributions (other than Excess Contributions) will be applied before the close of the calendar year following the year of such refund toward the purchase of additional benefits.

2.2 How Contributions Are Handled: Contributions are credited to the appropriate Contribution-Sources within each Participant Account as the appropriate party directs. A Participant's initial Contribution is allocated to the Participant Account by the second Business Day after we (1) receive the initial Contribution or, if later, (2) receive all data necessary to complete the allocation (including data required to establish the Participant Account, the amount of the Participant's Contribution, and Investment Option elections). Subsequent Contributions **[made within the 3-year period]** are allocated to the Participant Account on the Business Day we (1) receive that Contribution or, if later, (2) receive all data necessary to complete the allocation.

If we receive funds which cannot be allocated to a Participant's Account, those funds will be returned to the Participant in their entirety or, at our option, only the unallocable portion will be returned to the Participant, within 5 Business Days.

If we can allocate a Contribution to a Participant's Account, but we have not received his Investment Option elections, the Contribution will be credited to **[the OneAmerica Money Market Investment Account.]** Subsequently received Investment Option elections for that Participant will be used to allocate future Contributions only. We will transfer amounts previously allocated for that Participant to **[the OneAmerica Money Market Investment Account]**, plus gains or minus losses thereon, only if we are directed to make a transfer. This transfer request must be submitted in a format specifically authorized by us.

Participant Account funds may be allocated to Investment Options in any increments acceptable to us. Investment Option elections remain in effect until changed by **[the Participant]**. A change in Investment Option elections is made by giving us new Investment Option elections.

SECTION 3 -- OPERATION OF FIXED INTEREST ACCOUNT

- 3.1 Allocations to Participant Accounts: We credit each Participant's Contributions to the FIA based on the information provided by the appropriate party. We credit interest daily from the date of the Contribution or transfer to the FIA to the date of withdrawal or transfer from the FIA to an Investment Account.
- 3.2 Provision of Guaranteed Rates for Interest Pockets: At least **[10 days]** in advance of each **[calendar quarter]**, we will declare a Guaranteed Rate for the Interest Pocket for that **[quarter]**. All Contributions or transfers hereunder which are allocated to the FIA during that **[quarter]** will earn interest at that Guaranteed Rate until that **[quarterly]** pocket matures on the second January 1 following the **[quarter]** in which that pocket was established.
- 3.3 Renewal of Guaranteed Rates: Those **[quarterly]** Interest Pockets which mature at the same time will be combined into an annual renewal Interest Pocket. Funds associated with that annual renewal Interest Pocket will earn interest for a full year at the Guaranteed Rate declared for that pocket. A new Guaranteed Rate for each annual renewal Interest Pocket will be declared at least 30 days prior to every January 1 for the **[5 years]** following the establishment of that pocket. An annual renewal Interest Pocket will mature on January 1 of the **[sixth year]** following its establishment, when it will be combined into one annual portfolio Interest Pocket. Funds associated with that annual portfolio Interest Pocket will earn interest for a full year at the Guaranteed Rate for that pocket, which will be declared at least 30 days prior to every January 1.
- 3.4 Minimum Rate Guarantee: An Interest Pocket's Guaranteed Rate may not be less than an annual effective interest rate equal to the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding the calendar year in which the Guaranteed Rate is in effect (rounded to the nearest 0.05%), minus 1.25%. This minimum Guaranteed Rate shall not be less than 1% nor greater than 3%.
- 3.5 Allocation of Withdrawals: Withdrawals or transfers from the FIA are on a first-in/first-out (FIFO) basis.
- 3.6 Limitation on Contributions and Transfers to FIA: Except for annuity purchases as described in §6.1, we reserve the right to limit or disallow allocation of new Contributions and transfers to the FIA upon **[30 days]** notice to **[you or the Participant]**.

SECTION 4 - VALUATION OF INVESTMENT ACCOUNTS

- 4.1 **Operation of Investment Accounts:** All income, gains, or losses, realized or unrealized, from assets held in any Investment Account are credited to or charged against the applicable Investment Account without regard to our other income, gains, or losses. Investment Account assets are not chargeable with liabilities arising out of any other business we may conduct.
- 4.2 **Valuation of Mutual Funds, Portfolios, and Other Entities:** The current report or prospectus for each Mutual Fund, Portfolio, or other entity listed in the second column of the Table of Investment Accounts describes how that Mutual Fund's, Portfolio's, or other entity's assets are valued.
- 4.3 **Accumulation Units:** We credit amounts allocated to an Investment Account in Accumulation Units. The Accumulation Unit value used is the one for the Valuation Period when we allocate the amount to the Investment Account.
- 4.4 **Value of Accumulation Units:** We establish the initial Accumulation Unit value for a new Investment Account on the inception date of that Investment Account. The value of an Accumulation Unit for any later Valuation Period reflects the §4.1 income, gains, and losses and the §7.1 Investment Option Charge (IOC). We determine the Accumulation Unit value before giving effect to any additions, withdrawals, or transfers in the current Valuation Period.
- 4.5 **Valuing Participant Accounts:** We determine the Account Value in an Investment Account by multiplying the Accumulation Units in a Participant Account by the Accumulation Unit value. The Accumulation Unit value of an Investment Account changes only on a Business Day.

SECTION 5 - BENEFIT PAYMENTS AND TRANSFERS

5.1 General Withdrawal Provisions:

- (a) Subject to the limitations provided in this Section, the Participant may direct us to withdraw all or a portion of his Participant Account (minus any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value) to provide a single-sum payment to him. Except for benefits paid under §§5.2 or 6.1 below, such payments are subject to a Withdrawal Charge. For such payments, if the entire Account Value is withdrawn, the amount paid equals the Withdrawal Value (minus any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value). In all other instances, the Account Value is reduced by an amount sufficient to make the payment requested and to cover the Withdrawal Charge and any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value.

[Notwithstanding the previous paragraph, in the first Contract Year in which a Participant Account is established, the Participant may withdraw up to 10% of the sum of his Account Value (determined as of the later of the Contract Date or the Contract Anniversary immediately preceding the request for the withdrawal) plus Contributions made for him during that Contract Year, without application of the Withdrawal Charge. The Participant may also do this in the next succeeding Contract Year. In any subsequent Contract Year, the Participant may withdraw up to 10% of his Account Value (determined as of the Contract Anniversary immediately preceding the request for the withdrawal) without application of the Withdrawal Charge.]

- (b) Withdrawals from a Participant Account's FIA balance may not be made in an amount less than the smaller of **[\$500]** or the Participant Account's entire FIA balance. If a withdrawal reduces the Participant Account's FIA balance to less than **[\$500]**, the remaining balance will also be withdrawn.
- (c) A withdrawal request is effective, and the Account Value to be applied pursuant to §§5.1 and 5.2 is determined, on the Business Day that we receive a proper withdrawal request (or due proof of death, if received later).
- (d) We will pay any cash lump-sum to the Participant within **[7 days]** from the appropriate Business Day as determined in Subsection (c) above, except as we may be permitted to defer such payment of amounts withdrawn from the Variable Account in accordance with appropriate provisions of the federal securities laws. We reserve the right to defer the payment of amounts withdrawn from the FIA for a period of up to **[6 months]** after we receive the withdrawal request.

5.2 Death Benefits:

- (a) Upon receipt of instructions and of due proof of the Participant's (and, if applicable, the beneficiary's) death prior to the date the Participant Account is closed, we will apply the Account Value of the Participant Account (minus any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value) for the purpose of providing a Death Benefit. Such a withdrawal is not subject to a Withdrawal Charge. The Death Benefit will be paid to the Participant's beneficiary according to the method of payment elected by the beneficiary (unless such method of payment was previously elected by the Participant). The Participant's beneficiary may also designate a beneficiary.

- [(b) Notwithstanding any provision of this contract to the contrary, the distribution of the Participant's interest in the contract shall be made in accordance with the requirements of Code §408(b)(3), as modified by Code §408A(c)(5), and the regulations issued thereunder. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the Participant's interest (as determined under Subsection (c)(3) below) must satisfy the requirements of Code §408(a)(6), as modified by Code §408A(c)(5), and the regulations issued thereunder, rather than the distribution rules in Subsections (c)(1), (3), and (4) and (d) below.**
- (c) (1) If the Participant dies before his Annuity Commencement Date, his entire interest will be distributed at least as rapidly as follows:**
- (A) If the designated beneficiary is not the Participant's surviving spouse, the entire interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which the Participant died, over the remaining life expectancy of such designated beneficiary. Such life expectancy is determined using the age of the beneficiary as of his birthday in the year following the year of the Participant's death or, if elected, in accordance with Subsection (c)(1)(C) below. If the Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code §402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this Subsection (c)(1)(A) if the transfer is made no later than the end of the year following the year of death.**
- (B) If the sole designated beneficiary is the Participant's surviving spouse, the entire interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which the Participant died (or by the end of the calendar year in which the Participant would have attained age 70 ½, if later), over such spouse's life expectancy or, if elected, in accordance with Subsection (c)(1)(C) below. If the surviving spouse dies before required distributions commence to him, the remaining interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which the spouse died, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Subsection (c)(1)(C) below. If the surviving spouse dies after required distributions commence to him, any remaining interest will continue to be distributed under the payment option chosen.**
- (C) If there is no designated beneficiary, or if applicable by operation of Subsection (c)(1)(A) or (B) above, the entire interest will be distributed no later than December 31 of the calendar year containing the fifth**

anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Subsection (c)(1)(B) above).

(D) Life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in Subsection (c)(1)(A) or (B) above and reduced by 1 for each subsequent year.

(2) If the Participant dies on or after his Annuity Commencement Date, any interest remaining under the benefit payment option selected will continue to be distributed under that benefit payment option.

(3) The Participant's "interest" includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of §1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the contract, such as guaranteed death benefits.

(4) For purposes of Subsection (c)(1)(B) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under that Subsection. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of §1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(d) If the sole designated beneficiary is the Participant's surviving spouse, such spouse may treat the Participant's Account as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a Contribution to this contract or fails to take required distributions as a beneficiary.]

(e) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of §1.408-8 of the Income Tax Regulations.

5.3 **[Distributions Before Death: No amount is required to be distributed prior to the Participant's death. If the Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C), this Section does not apply.]**

5.4 Transfers between Investment Options: The Participant may direct us to transfer amounts between Investment Options. Transfers are effective on **[the Business Day we receive the transfer direction]**. Transfer directions for a Participant Account may be made daily on any Business Day. We will make the transfer as requested within **[7 days]** from the date we receive the request, except as we may be permitted to defer the transfer of amounts withdrawn from the Variable Account in accordance with appropriate provisions of the federal securities laws. We reserve the right to defer a transfer of amounts from the FIA for a period of up to 6 months after we receive the transfer request.

5.5 Transfers to and from the FIA:

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[(GMDB)]

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- (a) If a Participant's FIA Account Value is less than \$2,500 as of the first day of the Contract Year in which we receive the transfer request, he may transfer any amount from the FIA.
- (b) If a Participant's FIA Account Value is \$2,500 or more as of the first day of the Contract Year in which we receive the transfer request, no more than 20% of his FIA Account Value as of the first day of that Contract Year less amounts previously transferred by him during that Contract Year may be transferred by him from the FIA as of the date we receive the transfer request.

SECTION 6 - ANNUITIES

6.1 **Annuity Purchases:** The Participant may withdraw all or a portion of his Account Value (minus any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value) to provide an annuity benefit. Such a withdrawal is not subject to a Withdrawal Charge. On the date we receive an annuity purchase request, we transfer the entire Participant Account to the FIA. Such amounts remain in the FIA until the full Account Value (reflecting interest earned on such amounts in the FIA) is applied to purchase the annuity on the last day of the month preceding the Annuity Commencement Date. As of that annuity purchase date, such Participant Account funds are no longer maintained in this contract.

The Participant's annuity purchase request must specify the purpose for the annuity, the election of an annuity option, Annuity Commencement Date, any contingent annuitant or beneficiary, and any additional information we require. If the Participant or any contingent annuitant dies before the Annuity Commencement Date, the annuity election is cancelled.

The minimum amount which the Participant may apply to purchase an annuity is [**\$10,000**].

6.2 **Annuity Options:** The Participant may elect any optional form of annuity we offer at the time of purchase. Available annuity options always include:

- (a) **Life Annuity.** A monthly annuity is payable as long as the annuitant lives.
- (b) **Survivorship Annuity.** A monthly annuity is payable as long as the annuitant lives. After the annuitant's death, all or a portion of the monthly annuity is paid to the contingent annuitant as long as the contingent annuitant lives.
- (c) **10-Year Certain and Life Annuity.** A monthly annuity is payable to the annuitant for as long as the annuitant lives. If the annuitant dies before receiving payments for the 10-year certain period, any remaining payments for the balance of the 10-certain period are paid to the annuitant's beneficiary.

If a certain period annuity is available, the certain period may not extend beyond the life expectancy of a Participant or the joint life expectancy of a Participant and any contingent annuitant, as determined on the Annuity Commencement Date.

6.3 **Determining Annuity Amount:** We compute the annuity amount using the factors reflected in the Table of Guaranteed Immediate Annuities attached to this contract. However, if our current single premium, nonparticipating, immediate annuity rates for this class of group annuity contract produce a higher monthly annuity than the Table of Guaranteed Immediate Annuities, then that more favorable annuity rate is applied.

6.4 **Proof of Age and Survival; Minimum Payments:** We may require proof of any annuitant's or contingent annuitant's date of birth before commencing payments under any annuity. We may also require proof that an annuitant or contingent annuitant is living before making any annuity payment. If a monthly annuity is less than our current established minimum payment, we may make payments on a less-frequent basis.

6.5 **Annuity Certificates:** We issue to each person for whom an annuity is purchased a certificate setting forth the annuity's amount and terms.

SECTION 7 - OTHER CONTRACT CHARGES

- 7.1 Investment Option Charge (IOC): Under §4.4, the Accumulation Unit values of all Investment Accounts reflect the daily equivalent of an IOC expressed as an annual percentage.

The IOC for an Investment Account is applied directly against the Investment Account and is equal to the sum of "x" + "y" where:

"x" = a current charge for the investment advisory fees and for the operational, organizational, and other expenses of the corresponding Mutual Fund, Portfolio, or other entity in which the Investment Account invests. Periodically, for a given Investment Account, "x" will change to reflect changes in the related expenses and other factors. Any change in "x" for an Investment Account will be effective without prior written notice. Copies of the prospectuses or reports of the Mutual Fund, Portfolio, or other entity are made available to Participants as required under NASD rules.

"y" = a current asset charge of [1.25%.]

- 7.2 Taxes: We may deduct charges equal to any premium tax we incur from the balance applied to purchase an annuity or at such other time as premium taxes are incurred by us. We may also deduct from Investment Accounts reasonable charges for federal, state, or local income taxes we incur that are attributable to such Investment Accounts.
- 7.3 Other Charges: We apply those charges listed in the Table of Contract Charges.
- 7.4 Reduction or Waiver of Charges: We may reduce or waive the Withdrawal Charge or the charges discussed above if the appropriate expenses associated with the sale or administration of any contract are reduced.

SECTION 8 - CONTRACT MODIFICATIONS

- 8.1 **Contract Amendment:** You and we may agree to any change or amendment to this contract without the consent of any other person or entity. This contract cannot be modified or amended, nor can any provision or condition be waived, except by written authorization of a corporate officer of AUL.
- 8.2 **Rates and §7 Charges:** We may announce new Guaranteed Rates, as described in §§3.2 and 3.3 (including the consolidation of existing Interest Pockets). However, as provided in §§3.2 and 3.3, we may not change the declared Guaranteed Rate applicable to an established Interest Pocket during the guaranteed period. We may also modify the charge levels in §7 and the charge level listed in item (1) of the Table of Contract Charges using the procedures of §8.5. For the charge listed in item (2) of the Table of Contract Charges, we may not exceed the maximum charge level listed therein.
- 8.3 **Conformance with Law:** We may amend this contract at any time, without your consent, or that of any other person or entity, if the amendment is reasonably needed to comply with, or give you or Participants the benefit of, any provisions of federal or state laws. Any such amendment will be delivered to you prior to its effective date.
- 8.4 **Addition, Deletion, or Substitution of Investments:**
- (a) We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, substitution for, or combinations of, the securities that are held by any Investment Account or that any Investment Account may purchase. We reserve the right to eliminate the shares of any of the eligible Mutual Funds, Portfolios, or other entities and to substitute shares of, or interests in, another Mutual Fund, Portfolio, or another investment vehicle, for shares already purchased or to be purchased in the future under the contract, if the shares of any or all eligible Mutual Funds, Portfolios, or other entities are no longer available for investment or if further investment in any or all eligible Mutual Funds, Portfolios, or other entities becomes inappropriate in view of the purposes of the contract. Where required under applicable law, we will not substitute any shares attributable to a Participant's interest in any Investment Account without notice, your approval or Participant approval, or prior approval of the Securities and Exchange Commission or a state insurance commissioner, and without following the filing or other procedures established by applicable state insurance regulators. Nothing contained herein will prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between series or classes of contracts on the basis of requests made by a majority of other contractholders or as permitted by federal law.
 - (b) We reserve the right to establish additional Investment Accounts, each of which would invest in the corresponding Mutual Fund, Portfolio, or other entity, or in other securities or investment vehicles. We reserve the right to eliminate or combine existing Investment Accounts if marketing, tax, or investment conditions warrant. We reserve the right to provide other Investment Options under this contract at any time. Subject to any required regulatory approvals, we reserve the right to transfer assets from any Investment Account to another separate account of AUL or Investment Account.
 - (c) In the event of any such substitution or change, we may, by appropriate amendment, make such changes in this contract as may be necessary or appropriate to reflect such substitution or change. Any transfer request or Investment Option election received on or after the effective date of such substitution or change which reflects the previous Investment Option which has

been substituted or changed will be transacted using the new substituted or changed Investment Option. If deemed by us to be in the best interests of persons or entities having voting rights under this contract, the Variable Account may be operated as a management investment company under the Investment Company Act of 1940 or any other form permitted by law, it may be deregistered in the event such registration is no longer required under the Investment Company Act of 1940, or it may be combined with other separate accounts of AUL or an affiliate thereof. We may take such action as is necessary to comply with, or to obtain, exemptions from the Securities and Exchange Commission with regard to the Variable Account. Subject to compliance with applicable law, we also may combine one or more Investment Accounts and may establish a committee, board, or other group to manage one or more aspects of the Investment Accounts.

8.5 **Our Right to Initiate Changes:** In addition to those amendments permitted by §§8.2, 8.3, and 8.4, we may initiate an additional provision or modification of any other provision of this contract (except for those prohibited amendments listed in §8.6) by giving the appropriate parties **[60 days]** notice of such modification. Any such modification is effective without your affirmative assent.

8.6 **Prohibited Amendments:**

- (a) Notwithstanding our right to initiate changes under §8.5, we may not initiate changes to the minimum Guaranteed Rate specified in §3.4, our obligation to set Guaranteed Rates for the period of time specified in §§3.2 and 3.3, the maximum charge level listed in item (2) of the Table of Contract Charges, or the Table of Guaranteed Immediate Annuities.
- (b) No modification to this contract may change the terms of a previously purchased annuity or reduce any interest guarantee applicable to Participant Account balances held in the FIA on the modification's effective date.

SECTION 9 - GENERAL PROVISIONS

- 9.1 **Ownership:** You own this contract. No other person or entity has any right, title, or interest in this contract or to amounts received or credited under it until such amounts are made available to them under this contract. All amounts received or credited under this contract become our property. We are obligated to make only the payments or distributions specified in this contract. This contract is established for the exclusive benefit of the Participants and their beneficiaries. If the Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this contract to the “Participant” are to the deceased individual.
- 9.2 **Entire Contract:** This contract and your application constitute the entire agreement between you and us. We are not a party to, nor bound by, a plan, trust, custodial agreement, or other agreement, or any amendment or modification to any of the same. We are not a fiduciary under this contract or under any such plan, trust, custodial agreement, or other agreement.
- 9.3 **Benefit Determinations:** The Participant shall furnish us whatever information is necessary to establish the eligibility for and amount of annuity or other benefit due. We rely solely on his instructions and certifications with respect to his benefits.
- 9.4 **Termination of Contract:** This contract terminates automatically if no amounts remain in either the FIA or any Investment Account.
- 9.5 **Representations and Warranties:** You and we mutually represent and warrant, each to the other, that each is fully authorized to enter into this contract and that this contract is a valid and binding obligation and that the execution or performance of this contract does not violate any law, regulation, judgment, or order by which the representing party is bound.
- We do not make any representation or warranty regarding the federal, state, or local tax status of this contract, any Participant Account, or any transaction involving this contract.
- 9.6 **Misstatement of Data:** We may rely on any information you, a Participant, a Participant’s employer, or a beneficiary furnishes. We need not inquire as to the accuracy or completeness of such information. If any essential data pertaining to any person has been omitted or misstated, including, but not limited to, a misstatement of an annuitant’s or contingent annuitant’s age, we will make an equitable adjustment to provide the annuity or other benefit determined using correct data.
- 9.7 **Form of Request, Notice, Instruction, or Direction:** When reference is made to you, a Participant, a Participant’s employer, or a beneficiary making a request or giving notice, instruction, or direction, such request, notice, instruction, or direction must be in writing, or in a form otherwise acceptable to us, and is effective when we receive it.
- 9.8 **Statements and Reports:** Reasonably promptly after the end of each Contract Quarter, we will prepare a statement of the Account Value for each Participant Account that is maintained under this contract. We will also furnish to the IRS and to the Participant any other report or information that is required by the Internal Revenue Service. The Participant must provide us with any information that we request that is necessary to prepare these reports.
- 9.9 **Conformity with Law:** Any benefit payable under this contract will not be less than the minimum benefit required by the insurance laws of the state in which the contract is delivered. Language in this contract referring to state or federal tax, securities, or other statutes or rules do not incorporate within this contract any such statutes or rules.

- 9.10 Gender and Number: Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.
- 9.11 Facility of Payment: If any Participant, contingent annuitant, or beneficiary is legally incapable of giving a valid receipt for any payment, if no guardian has been appointed, and if we receive a valid power of attorney for such Participant, contingent annuitant, or beneficiary, we may pay the person or persons named in such power of attorney. Any such payment fully discharges us to the extent of such payment.
- 9.12 Voting: We own all shares of a Mutual Fund, Portfolio, or other entity held in an Investment Account. We exercise the voting rights of such shares at all shareholder meetings on all matters requiring shareholder voting under the Investment Company Act of 1940 or other applicable laws. Our vote reflects instructions received from persons having the voting interest in the shares, as follows:
- (a) The Participants have the voting interest under this contract. Unless otherwise required by applicable law, the number of shares of a Mutual Fund, Portfolio, or other entity for which we may receive voting instructions is determined by dividing the aggregate Account Values in the affected Investment Account by the net asset value of the shares of the Mutual Fund, Portfolio, or other entity. Fractional votes are counted. Our determination is made as of the date used by the Mutual Fund, Portfolio, or other entity to determine shareholders eligible to vote.
 - (b) We vote shares proportionally, to reflect the voting instructions we receive in a timely manner from Participants and from all other contractholders. If no timely voting instructions are received, we vote shares proportionally, to reflect the voting instructions we received in a timely manner for all other contracts.

To the extent permitted by applicable law, we may vote shares in our own right or may modify the above procedures to reflect changes in the law or its interpretation.

We will provide prospectuses and other reports as required by applicable federal law.

- 9.13 Acceptance of New Participants or Contributions: We may refuse to accept new Participants at any time. We have the right to refuse Contributions as of the last day of the second month following the date that the Participant is notified by us in writing of this refusal.
- 9.14 Our Annual Statement: No provision of this contract controls, determines, or modifies any annual statement made by us to any insurance department, contractholder, regulatory body, or other person. Nor does anything in such annual statement control, determine, or modify the provisions of this contract.
- 9.15 Nonforfeitability and Nontransferability: **[A Participant's entire interest in this contract (minus any Withdrawal Charge and any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value) under this contract is nonforfeitable and is nontransferable by the Participant at all times. No sum payable under this contract with respect to a Participant may be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person or entity other than us. In addition, to the extent permitted by law, no such sum shall in any way be subject to legal process requiring the payment of any claim against the payee.]**
- 9.16 Notice of Annual Meeting of Members: By-law, Art II, Sec. 2: the regular annual meeting of the members of American United Mutual Insurance Holding Company shall be held at its principal place of business on **[the third Thursday in February each year at ten o'clock A.M.]** local time or at such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

TABLE OF CONTRACT CHARGES

- (1) **Participant Account Administrative Charge:** We deduct a Participant Account Administrative Charge per Contract Quarter equal to the lesser of \$7.50 or 0.50% of the Participant's Account Value on the last day of each Contract Quarter from each Participant Account in existence on such day for as long as the Participant Account is in effect. This charge is to be prorated among each Contribution-Source and each Investment Option utilized under this contract by that Participant Account. If the entire balance of a Participant Account is applied or withdrawn before the last day of the Contract Quarter pursuant to the contract, no Participant Account Administrative Charge will be assessed for that quarter.

There is no such charge for a Participant for any Contract Quarter in which the Participant's Account Value on the last day of that quarter is greater than \$25,000.

- (2) **Charge for Non-Electronic Transfers:** We deduct from a Participant's Account a service fee of up to \$5 for his non-electronic transfers between Investment Options.

**[TABLE OF GUARANTEED IMMEDIATE ANNUITIES
MONTHLY INCOME PER \$1,000 OF ACCOUNT VALUE**

ADJUSTED AGE	LIFE ANNUITY	10-YEAR CERTAIN AND LIFE ANNUITY
45	2.7498	2.7455
46	2.7986	2.7938
47	2.8498	2.8444
48	2.9036	2.8975
49	2.9602	2.9532
50	3.0197	3.0116
51	3.0823	3.0730
52	3.1483	3.1375
53	3.2178	3.2052
54	3.2913	3.2763
55	3.3690	3.3512
56	3.4511	3.4299
57	3.5381	3.5126
58	3.6301	3.5995
59	3.7273	3.6906
60	3.8300	3.7862
61	3.9387	3.8865
62	4.0536	3.9919
63	4.1751	4.1024
64	4.3037	4.2184
65	4.4397	4.3400
66	4.5837	4.4676
67	4.7365	4.6014
68	4.8992	4.7419
69	5.0735	4.8895
70	5.2610	5.0448
71	5.4635	5.2077
72	5.6823	5.3783
73	5.9180	5.5559
74	6.1718	5.7400
75	6.4456	5.9301

Adjusted Age = Actual Age at Settlement (in years and completed months) less the following number of months: [0.6 times (Birth Year - 1915)] rounded to the nearest integer.

Guaranteed purchase rates are 100% of the net single premium for the benefit provided based on 85% of the unprojected 1994 Group Annuity Reserving Table for females with interest at 1.5%.]

[TABLE OF INVESTMENT ACCOUNTS]

The following Investment Accounts are made available under this contract. Amounts allocated to any Investment Account identified below are invested in the shares of the corresponding Mutual Fund, Portfolio, or other entity listed below. Any restrictions imposed on AUL's ability to buy or sell shares in a Mutual Fund, Portfolio, or other entity listed below, and any fees imposed on AUL in connection with the purchase or sale of such shares, will be applied to any transaction by the Participant involving the corresponding listed Investment Account.

<u>Investment Account</u>	<u>Mutual Fund, Portfolio, or Other Entity</u>
AIM Basic Value	AIM Basic Value (R Class)
AIM Capital Development	AIM Capital Development (R Class)
AIM Dynamics	AIM Dynamics (A Class)
AIM Energy	AIM Energy Fund (A Class)
AIM Financial Services	AIM Financial Services Fund (A Class)
AIM Global Equity	AIM Global Equity (A Class)
AIM Global Health Care	AIM Global Health Care Fund (A Class)
AIM International Growth	AIM International Growth (R Class)
AIM Leisure	AIM Leisure Fund (A Class)
AIM Mid Cap Core Equity	AIM Mid Cap Core Equity (R Class)
AIM Small Cap Growth	AIM Small Cap Growth (R Class)
AIM Technology	AIM Technology Fund (A Class)
Alger Capital Appreciation Institutional	Alger Capital Appreciation Institutional (R Class)
Alger Small/Cap Growth Institutional	Alger Small/Cap Growth Institutional (R Class)
AllianceBernstein Global Value	AllianceBernstein Global Value Fund (R Class)
AllianceBernstein 2010 Retirement Strategy	AllianceBernstein 2010 Retirement Strategy (R Class)
AllianceBernstein 2015 Retirement Strategy	AllianceBernstein 2015 Retirement Strategy (R Class)
AllianceBernstein 2020 Retirement Strategy	AllianceBernstein 2020 Retirement Strategy (R Class)
AllianceBernstein 2025 Retirement Strategy	AllianceBernstein 2025 Retirement Strategy (R Class)
AllianceBernstein 2030 Retirement Strategy	AllianceBernstein 2030 Retirement Strategy (R Class)
AllianceBernstein 2035 Retirement Strategy	AllianceBernstein 2035 Retirement Strategy (R Class)
AllianceBernstein 2040 Retirement Strategy	AllianceBernstein 2040 Retirement Strategy (R Class)
AllianceBernstein 2045 Retirement Strategy	AllianceBernstein 2045 Retirement Strategy (R Class)
AllianceBernstein 2050 Retirement Strategy	AllianceBernstein 2050 Retirement Strategy (R Class)
AllianceBernstein 2055 Retirement Strategy	AllianceBernstein 2055 Retirement Strategy (R Class)
AllianceBernstein Focused Growth & Income	AllianceBernstein Focused Growth & Income Fund (R Class)
AllianceBernstein International Growth	AllianceBernstein International Growth Fund (R Class)
AllianceBernstein International Value	AllianceBernstein International Value Fund (R Class)
AllianceBernstein Small/Mid Cap Growth	AllianceBernstein Small/Mid Cap Growth Fund (R Class)
AllianceBernstein Small/Mid Cap Value	AllianceBernstein Small/Mid Cap Value Fund (R Class)
AllianceBernstein Small-Cap Growth	AllianceBernstein Small-Cap Growth Fund (R Class)
AllianceBernstein Value	AllianceBernstein Value Fund (R Class)
Allianz CCM Capital Appreciation	Allianz CCM Capital Appreciation (R Class)
Allianz CCM Mid-Cap	Allianz CCM Mid-Cap (R Class)
Allianz NFJ Dividend Value	Allianz NFJ Dividend Value (R Class)
Allianz NFJ Small-Cap Value	Allianz NFJ Small-Cap Value (R Class)
Allianz OCC Renaissance	Allianz OCC Renaissance (R Class)
American Century® Emerging Markets	American Century ® Emerging Markets (A Class)

American Century® Equity Growth	American Century® Equity Growth (A Class)
American Century® Equity Income	American Century® Equity Income (A Class)
American Century® Ginnie Mae	American Century® Ginnie Mae (Advisor Class)
American Century® Growth	American Century® Growth (Advisor Class)
American Century® Heritage	American Century® Heritage (A Class)
American Century® Inflation-Adjusted Bond	American Century® Inflation-Adjusted Bond (Advisor Class)
American Century® International Bond	American Century® International Bond (A Class)
American Century® International Discovery	American Century® International Discovery (Advisor Class)
American Century® International Growth	American Century® International Growth (Advisor Class)
American Century® Large Company Value	American Century® Large Company Value (Advisor Class)
American Century® Livestrong 2015	American Century® Livestrong 2015(Adv Class)
American Century® Livestrong 2020	American Century® Livestrong 2020 (Adv Class)
American Century® Livestrong 2025	American Century® Livestrong 2025 (Adv Class)
American Century® Livestrong 2030	American Century® Livestrong 2030 (Adv Class)
American Century® Livestrong 2035	American Century® Livestrong 2035 (Adv Class)
American Century® Livestrong 2040	American Century® Livestrong 2040 (Adv Class)
American Century® Livestrong 2045	American Century® Livestrong 2045 (Adv Class)
American Century® Livestrong 2050	American Century® Livestrong 2050 (Adv Class)
American Century® Livestrong Income	American Century® Livestrong Income (Adv Class)
American Century® Mid Cap Value	American Century® Mid Cap Value (Adv Class)
American Century® Real Estate	American Century® Real Estate (A Class)
American Century® Select	American Century® Select (A Class)
American Century® Small Cap Growth	American Century® Small Cap Growth (A Class)
American Century® Small Cap Value	American Century® Small Cap Value (Advisor Class)
American Century® Small Company	American Century® Small Company (Advisor Class)
American Century® Strategic Allocation: Aggressive	American Century® Strategic Allocation: Aggressive (Advisor Class)
American Century® Strategic Allocation: Conservative	American Century® Strategic Allocation: Conservative (Advisor Class)
American Century® Strategic Allocation: Moderate	American Century® Strategic Allocation: Moderate (Advisor Class)
American Century® Ultra®	American Century® Ultra® (A Class)
American Century® Vista	American Century® Vista (Advisor Class)
American Century® VP Capital Appreciation	American Century® VP Capital Appreciation (I Class)
American Funds® AMCAP	American Funds AMCAP® (R3 Class)
American Funds® American Balanced	American Funds® American Balanced (R3)
American Funds® American High Income TrustSM	American Funds® American High Income Trust (R3 Class)
American Funds® Capital World Growth & IncomeSM	American Funds® Capital World Growth & Income (R3 Class)
American Funds® EuroPacific Growth®	American Funds® EuroPacific Growth® (R3 Class)
American Funds® Fundamental Investors®	American Funds® Fundamental Investors® (R3 Class)
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American Funds® Intermediate Bond Fund of America®	American Funds® Intermediate Bond Fund of America® (R3 Class)
American Funds® SmallCap World	American Funds® SmallCap World (R3 Class)
American Funds® Washington Mutual	American Funds® Washington Mutual (R3 Class)
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Calvert Social Mid-Cap Growth	Calvert Social Mid-Cap Growth (A Class)
Dryden Financial Services	Dryden Financial Services (A Class)
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DWS Dreman Mid Cap Value	DWS Dreman Mid Cap Value (A Class)
DWS Dreman Small Cap Value	DWS Dreman Small Cap Value (A Class)
Fidelity Advisor Dividend Growth	Fidelity Advisor Dividend Growth (T Class)
Fidelity Advisor Dynamic Capital Appreciation	Fidelity Advisor Dynamic Capital Appreciation (T Class)
Fidelity Advisor Equity Growth	Fidelity Advisor Equity Growth (T Class)

Fidelity Advisor Equity Income	Fidelity Advisor Equity Income (T Class)
Fidelity Advisor Fifty	Fidelity Advisor Fifty (T Class)
Fidelity Advisor Freedom 2010	Fidelity Advisor Freedom 2010 Fund (T Class)
Fidelity Advisor Freedom 2015	Fidelity Advisor Freedom 2015 Fund (T Class)
Fidelity Advisor Freedom 2020	Fidelity Advisor Freedom 2020 Fund (T Class)
Fidelity Advisor Freedom 2025	Fidelity Advisor Freedom 2025 Fund (T Class)
Fidelity Advisor Freedom 2030	Fidelity Advisor Freedom 2030 Fund (T Class)
Fidelity Advisor Freedom 2035	Fidelity Advisor Freedom 2035 Fund (T Class)
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First American Mid-Cap Index	First American Mid-Cap Index (R Class)
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First American Small Cap Select	First American Small Cap Select (R Class)
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Janus Adviser Small Company Value	Janus Adviser Small Company Value (S Class)
Jennison Health Sciences	Jennison Health Sciences
Jennison Mid Cap Growth	Jennison Mid Cap Growth
Jennison Natural Resources	Jennison Natural Resources
Lord Abbett Classic Stock	Lord Abbett Classic Stock (R3 Class)
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Lord Abbett Mid Cap Value	Lord Abbett Mid Cap Value (R3 Class)
Lord Abbett SmallCap Value	Lord Abbett SmallCap Value (R3 Class)
Lord Abbett SmallCap Blend	Lord Abbett SmallCap Blend (R3 Class)
Lord Abbett Value Opportunities	Lord Abbett Value Opportunities (R3 Class)]

CONTRACT NUMBER [G XX,XXX]
CONTRACTHOLDER [ABC CORPORATION]
PARTICIPANT'S NAME [JOHN DOE]
SOCIAL SECURITY NUMBER [***-**-6789]

American United Life Insurance Company (AUL) hereby certifies that the Contractholder and AUL have entered into an Internal Revenue Code §408A Roth Individual Retirement Annuity (Roth IRA) Multiple-Fund Group Variable Annuity Contract (the Contract), and that AUL has created an account in your name to receive Contributions for your benefit pursuant to the Contract. When used in this Certificate, "we," "us," or "our" refer to AUL.

The only parties to the Contract are the Contractholder and AUL. All rights and benefits are determined in accordance with the provisions of the Contract.

Benefits under the Contract will be paid at your direction.

Any amendments to, or changes in, the Contract will be binding and conclusive on you and your beneficiary.

This Certificate is not itself the Contract, but is a certificate of participation in the Contract.

NOTICE OF TEN DAY RIGHT TO EXAMINE CERTIFICATE

Please read this Certificate carefully. You may return the Certificate for any reason within ten days after receiving it. If returned, the Certificate is void from the beginning and any Contributions will be refunded.

AMERICAN UNITED LIFE INSURANCE COMPANY®

[Secretary]



AUL American Series
Roth IRA Multiple-Fund Group Variable Annuity Certificate
[with Guaranteed Minimum Death Benefit]
Current Interest Credited
Nonparticipating

ACCUMULATION UNITS IN AN INVESTMENT ACCOUNT UNDER THE CONTRACT MAY INCREASE OR DECREASE IN VALUE ACCORDING TO THE INVESTMENT PERFORMANCE OF THE UNDERLYING INVESTMENTS HELD BY THE INVESTMENT ACCOUNT. THE VALUE OF SUCH ASSETS AND ACCUMULATION UNITS IS NOT GUARANTEED. SECTION 4 OF THIS CERTIFICATE EXPLAINS THE VALUATION OF SUCH ASSETS AND ACCUMULATION UNITS.

If you have questions concerning the Certificate, or wish to register a complaint, you may reach us by calling [1-800-261-9618].

ROTHIRA.SP-C

[(GMDB)]

[(NBR)]

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SECTION 1 - DEFINITIONS

- 1.1 Your "Account Value" as of a date is:
- (a) your Account's balance of funds in the Fixed Interest Account (FIA), if any, on that date; plus
 - (b) the value of your Account's Accumulation Units in each Investment Account on that date.
- 1.2 "Accumulation Unit" is a valuation device used to measure increases in and decreases to the value of any Investment Account.
- 1.3 "Annuity Commencement Date" is the first day of the month an annuity begins under the Contract. However, amounts allocated to your Account will be distributed or begin to be distributed no later than the date determined under §5.2.
- 1.4 "Business Day" is any day both the New York Stock Exchange and our Home Office are open for the general conduct of business.
- 1.5 "Code" means the Internal Revenue Code of 1986, as amended, and any applicable regulations or rulings thereunder.
- 1.6 The "First Contract Anniversary" is listed on the Contract face page. Subsequent "Contract Anniversaries" are on the same day of each subsequent year.
- 1.7 "Contract Quarter" is each of the four successive three-month periods in a Contract Year.
- 1.8 The first "Contract Year" starts on the Contract Date and ends on the day before the First Contract Anniversary. Each subsequent Contract Year starts on a Contract Anniversary and ends on the day before the next Contract Anniversary.
- 1.9 "Contributions" are **[funds that are transferred to the Contract as a Qualified Rollover Contribution. Other types of Roth IRA contributions (i.e., regular contributions and recharacterized contributions discussed in Income Tax Regulations §§1.408A-3 and -5) will not be accepted under the Contract. If the Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C), no Contribution will be accepted.]** To constitute a "Contribution," such funds must be allocable to your Account according to applicable instructions. Such transferred funds may be listed under categories other than "Contributions" on annual and quarterly reporting. The legal title to, and ownership of, such amounts is vested solely in you.
- 1.10 A "Contribution-Source" means each type of Contribution.

[(The following 1.11 will be used for a contract issued with the GMDB provision)]

- 1.11 "Death Benefit" is **[the greater of:**
- (a) **your Account Value as of the date the Death Benefit is calculated (minus any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value), or**
 - (b)
 - (1) **the Guaranteed Minimum Death Benefit (GMDB) on the Contract Anniversary immediately preceding the date of your death, increased by**
 - (2) **any Contributions made for you since the last Contract Anniversary, reduced proportionately to reflect**
 - (3) **any withdrawals by you since the last Contract Anniversary.]**

[(The following 1.11 will be used for a contract issued without the GMDB provision)]

- 1.11 "Death Benefit" is your Account Value as of the date the Death Benefit is calculated (minus any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value).
- 1.12 "Excess Contributions" are Contributions in excess of the applicable Code limits.
- 1.13 "Fixed Interest Account" or "FIA" is an Investment Option described in §3 to which Contributions may be allocated for accumulation at the Guaranteed Rates. The FIA funds constitute a portion of our general asset account.

[(The following 1.14 will be used for a contract issued with the GMDB provision)]

[1.14 The "Guaranteed Minimum Death Benefit" or "GMDB" prior to the first Contract Anniversary is equal to the Contributions made for you minus any of your withdrawals. On each Contract Anniversary prior to, or concurrent with, your date of death, the GMDB is reset, based on your age on you last birthday, as follows:

- (a) If you are less than 81 years of age, the GMDB is the greater of:**
- (1) your Account Value as of the current Contract Anniversary, or**
 - (2) (A) the GMDB as of the immediately preceding Contract Anniversary, increased by**
 - (B) any Contributions made for you since the immediately preceding Contract Anniversary, and reduced proportionately to reflect**
 - (C) any withdrawals by you since the immediately preceding Contract Anniversary.**
- (b) If you are 81 years of age or older, the GMDB is equal to:**
- (1) the GMDB as of the immediately preceding Contract Anniversary, increased by**
 - (2) any Contributions made for you since the immediately preceding Contract Anniversary, reduced proportionately to reflect**
 - (3) any withdrawals by you since the immediately preceding Contract Anniversary.**

As of your date of death, the GMDB ceases to increase or decrease in value.]

[Filing & Issuance Note – if this form is issued without the GMDB provisions then 1.14 will be deleted and SECTION I will be renumbered accordingly]

- 1.15 "Guaranteed Rates" are the guaranteed annual effective rates of interest we credit to each Interest Pocket. We credit interest daily to each Interest Pocket. A Guaranteed Rate may be modified only as described in §3.3.
- 1.16 "Home Office" is our principal office in Indianapolis, Indiana. For anything to be "received by AUL," it must be received at our Home Office.
- 1.17 "Interest Pocket" means a tracking method which associates funds allocated to the FIA over a specific time period with a specific Guaranteed Rate, as described in §3. After the guaranteed period provided

in §3.3 has elapsed, we may consolidate two or more Interest Pockets in conjunction with the announcement of new Guaranteed Rates.

1.18 "Investment Account" means each distinct portfolio established within our **[Variable Account]** and identified in the Table of Investment Accounts of the Contract. Amounts allocated to any Investment Account are invested in the shares of the corresponding Mutual Fund, Portfolio, or other entity identified in the Table of Investment Accounts. Our "**[Variable Account]**" is a separate account we maintain under Indiana law which is called the **[AUL American Unit Trust]** and which is registered under the Investment Company Act of 1940 as a unit investment trust.

1.19 "Investment Option" is the FIA or any Investment Account.

[1.20 Your "Modified Adjusted Gross Income" (or "Modified AGI") for a taxable year is defined in Code §408A(c)(3) and does not include any amount included in adjusted gross income as a result of a Qualified Rollover Contribution.]

1.21 "Mutual Fund" means any diversified, open-end management company made available by us and listed in the Table of Investment Accounts in the Contract.

[1.22 A "Non-Roth IRA" is an IRA other than a Roth IRA.]

1.23 "Participant" is any person that has a Participant Account.

1.24 "Participant Account" is an account maintained under the Contract for each Participant. Each Contribution-Source is tracked separately within your Account. We credit Contributions to your Account and Contribution-Sources as the appropriate party directs.

1.25 "Portfolio" is a portfolio established within a particular Mutual Fund, as described in the Mutual Fund's current prospectus.

[1.26 A "Qualified Rollover Contribution" is a rollover Contribution of a distribution from an eligible retirement plan described in Code §402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of Code §408(d)(3) (except that the one-rollover-per-year rule of Code §408(d)(3)(B) does not apply if the distribution is from a Non-Roth IRA). If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code §§402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), as applicable. A "Qualified Rollover Contribution" also includes (a) and (b) below.

(a) All or a portion of a military death gratuity or servicemember's group life insurance ("SGLI") payment may be contributed if the Contribution is made within 1 year of receiving the gratuity or payment. Such Contributions are disregarded for purposes of the one-rollover-per-year rule under Code §408(d)(3)(B).

(b) All or part of an airline payment (as defined in §125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the Contribution is made within 180 days of receiving the payment.

1.27 "Valuation Periods" start at the close of each Business Day and end at the close of the next Business Day.

1.28 The "Withdrawal Charge" is a percentage of your Account Value withdrawn under the Contract. The Withdrawal Charge will not apply to Account Values withdrawn to provide certain benefit payments or an annuity as described in **[§§5.2 and 6.1, respectively]. The percentage varies by the**

Participant Account Year in which a withdrawal is made. The first Participant Account Year begins on the date when we establish your Participant Account and credit the initial Contribution for you, and ends on the day immediately preceding the next anniversary of such date. Each Participant Account Year thereafter begins on such an anniversary date and ends on the day immediately preceding the next succeeding anniversary date.] The Withdrawal Charge percentage is as follows:

<u>[During Participant Account Years</u>	<u>Withdrawal Charge Percentage</u>
1-5	8
6-10	4
Thereafter	0]

In no event will the cumulative total of all Withdrawal Charges, including those previously assessed against any amount withdrawn from your Account, exceed **[8.5%]** of total Contributions allocated to your Account.

1.29 Your "Withdrawal Value" is your Account Value, less any Withdrawal Charge.

SECTION 2 - ADMINISTRATION OF YOUR ACCOUNT

2.1 Amount of Contributions:

- [(a) Contributions made to the Contract may vary in amount and frequency, and must consist of Qualified Rollover Contributions. Other types of Roth IRA contributions will not be accepted under the Contract. All such Qualified Rollover Contributions for you must be made within a 3-year period beginning with the date of the initial Qualified Rollover Contribution. Such Qualified Rollover Contributions, as identified to us, are credited as rollover Contributions under your Account and are tracked within the Contract as required by applicable state and federal law. Also, the total of all Qualified Rollover Contributions transferred for you to the Contract within the 3-year period from a prior funding medium not issued by us must not exceed \$1,000,000.]**
- (b) Notwithstanding any other provisions of the Contract, no Contribution will be accepted under a Code §408(p) SIMPLE IRA plan established by your employer, with the exception that a transfer or rollover of funds attributable to contributions made by your employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA after the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.]**
- (c) Excess Contributions: On receipt of your instructions, we will withdraw Excess Contributions, plus gains and minus losses, from your Account and return them to you. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Code. A return of Excess Contributions is not subject to a Withdrawal Charge.
- (d) Refunds of Contributions (other than Excess Contributions) will be applied before the close of the calendar year following the year of such refund toward the purchase of additional benefits.

2.2 How Contributions Are Handled: Contributions are credited to the appropriate Contribution-Sources within your Account as the appropriate party directs. Your initial Contribution is allocated to your Account by the second Business Day after we (1) receive the initial Contribution or, if later, (2) receive all data necessary to complete the allocation (including data required to establish your Account, the amount of your Contribution, and Investment Option elections). Subsequent Contributions **[made within the 3-year period]** are allocated to your Account on the Business Day we (1) receive that Contribution or, if later, (2) receive all data necessary to complete the allocation.

If we receive funds which cannot be allocated to your Account, those funds will be returned to you in their entirety or, at our option, only the unallocable portion will be returned to you, within 5 Business Days.

If we can allocate a Contribution to your Account, but we have not received your Investment Option elections, the Contribution will be credited to **[the OneAmerica Money Market Investment Account.]** Subsequently received Investment Option elections for you will be used to allocate future Contributions only. We will transfer amounts previously allocated for you to **[the OneAmerica Money Market Investment Account]**, plus gains or minus losses thereon, only if we are directed to make a transfer. This transfer request must be submitted in a format specifically authorized by us.

Your Participant Account funds may be allocated to Investment Options in any increments acceptable to us. Investment Option elections remain in effect until changed by **[you]**. A change in Investment Option elections is made by giving us new Investment Option elections.

SECTION 3 -- OPERATION OF FIXED INTEREST ACCOUNT

- 3.1 Allocations to Your Account: We credit your Contributions to the FIA based on the information provided by the appropriate party. We credit interest daily from the date of the Contribution or transfer to the FIA to the date of withdrawal or transfer from the FIA to an Investment Account.
- 3.2 Provision of Guaranteed Rates for Interest Pockets: At least **[10 days]** in advance of each **[calendar quarter]**, we will declare a Guaranteed Rate for the Interest Pocket for that **[quarter]**. All Contributions or transfers hereunder which are allocated to the FIA during that **[quarter]** will earn interest at that Guaranteed Rate until that **[quarterly]** pocket matures on the second January 1 following the **[quarter]** in which that pocket was established.
- 3.3 Renewal of Guaranteed Rates: Those **[quarterly]** Interest Pockets which mature at the same time will be combined into an annual renewal Interest Pocket. Funds associated with that annual renewal Interest Pocket will earn interest for a full year at the Guaranteed Rate declared for that pocket. A new Guaranteed Rate for each annual renewal Interest Pocket will be declared at least 30 days prior to every January 1 for the **[5 years]** following the establishment of that pocket. An annual renewal Interest Pocket will mature on January 1 of the **[sixth year]** following its establishment, when it will be combined into one annual portfolio Interest Pocket. Funds associated with that annual portfolio Interest Pocket will earn interest for a full year at the Guaranteed Rate for that pocket, which will be declared at least 30 days prior to every January 1.
- 3.4 Minimum Rate Guarantee: An Interest Pocket's Guaranteed Rate may not be less than an annual effective interest rate equal to the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding the calendar year in which the Guaranteed Rate is in effect (rounded to the nearest 0.05%), minus 1.25%. This minimum Guaranteed Rate shall not be less than 1% nor greater than 3%.
- 3.5 Allocation of Withdrawals: Withdrawals or transfers from the FIA are on a first-in/first-out (FIFO) basis.
- 3.6 Limitation on Contributions and Transfers to FIA: Except for annuity purchases as described in §6.1, we reserve the right to limit or disallow allocation of new Contributions and transfers to the FIA upon **[30 days]** notice to **[you and the Contractholder]**.

SECTION 4 - VALUATION OF INVESTMENT ACCOUNTS

- 4.1 **Operation of Investment Accounts:** All income, gains, or losses, realized or unrealized, from assets held in any Investment Account are credited to or charged against the applicable Investment Account without regard to our other income, gains, or losses. Investment Account assets are not chargeable with liabilities arising out of any other business we may conduct.
- 4.2 **Valuation of Mutual Funds, Portfolios, and Other Entities:** The current report or prospectus for each Mutual Fund, Portfolio, or other entity listed in the second column of the Contract's Table of Investment Accounts describes how that Mutual Fund's, Portfolio's, or other entity's assets are valued.
- 4.3 **Accumulation Units:** We credit amounts allocated to an Investment Account in Accumulation Units. The Accumulation Unit value used is the one for the Valuation Period when we allocate the amount to the Investment Account.
- 4.4 **Value of Accumulation Units:** We establish the initial Accumulation Unit value for a new Investment Account on the inception date of that Investment Account. The value of an Accumulation Unit for any later Valuation Period reflects the §4.1 income, gains, and losses and the §7.1 Investment Option Charge (IOC). We determine the Accumulation Unit value before giving effect to any additions, withdrawals, or transfers in the current Valuation Period.
- 4.5 **Valuing Your Account:** We determine your Account Value in an Investment Account by multiplying the Accumulation Units in your Account by the Accumulation Unit value. The Accumulation Unit value of an Investment Account changes only on a Business Day.

SECTION 5 - BENEFIT PAYMENTS AND TRANSFERS

5.1 General Withdrawal Provisions:

- (a) Subject to the limitations provided in this Section, you may direct us to withdraw all or a portion of your Account (minus any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value) to provide a single-sum payment to you. Except for benefits paid under §§5.2 or 6.1 below, such payments are subject to a Withdrawal Charge. For such payments, if your entire Account Value is withdrawn, the amount paid equals your Withdrawal Value (minus any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value). In all other instances, your Account Value is reduced by an amount sufficient to make the payment requested and to cover the Withdrawal Charge and any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value.

[Notwithstanding the previous paragraph, in the first Contract Year in which your Participant Account is established, you may withdraw up to 10% of the sum of your Account Value (determined as of the later of the Contract Date or the Contract Anniversary immediately preceding the request for the withdrawal) plus Contributions made for you during that Contract Year, without application of the Withdrawal Charge. You may also do this in the next succeeding Contract Year. In any subsequent Contract Year, you may withdraw up to 10% of your Account Value (determined as of the Contract Anniversary immediately preceding the request for the withdrawal) without application of the Withdrawal Charge.]

- (b) Withdrawals from your Account's FIA balance may not be made in an amount less than the smaller of **[\$500]** or your entire FIA balance. If a withdrawal reduces your Account's FIA balance to less than **[\$500,]** the remaining balance will also be withdrawn.
- (c) A withdrawal request is effective, and the Account Value to be applied pursuant to §§5.1 and 5.2 is determined, on the Business Day that we receive a proper withdrawal request (or due proof of death, if received later).
- (d) We will pay any cash lump-sum to you within **[7 days]** from the appropriate Business Day as determined in Subsection (c) above, except as we may be permitted to defer such payment of amounts withdrawn from the Variable Account in accordance with appropriate provisions of the federal securities laws. We reserve the right to defer the payment of amounts withdrawn from the FIA for a period of up to **[6 months]** after we receive the withdrawal request.

5.2 Death Benefits:

- (a) Upon receipt of instructions and of due proof of your (and, if applicable, the beneficiary's) death prior to the date your Participant Account is closed, we will apply your Account Value (minus any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value) for the purpose of providing a Death Benefit. Such a withdrawal is not subject to a Withdrawal Charge. The Death Benefit will be paid to your beneficiary according to the method of payment elected by the beneficiary (unless you previously elected such method of payment). Your beneficiary may also designate a beneficiary.

- [(b) Notwithstanding any provision of the Contract or this Certificate to the contrary, the distribution of your interest in the Contract shall be made in accordance with the requirements of Code §408(b)(3), as modified by Code §408A(c)(5), and the regulations issued thereunder. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of your interest (as determined under Subsection (c)(3) below) must satisfy the requirements of Code §408(a)(6), as modified by Code §408A(c)(5), and the regulations issued thereunder, rather than the distribution rules in Subsections (c)(1), (3), and (4) and (d) below.**
- (c) (1) If you die before your Annuity Commencement Date, your entire interest will be distributed at least as rapidly as follows:**
- (A) If your designated beneficiary is not your surviving spouse, your entire interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which you died, over the remaining life expectancy of your designated beneficiary. Such life expectancy is determined using the age of the beneficiary as of his or her birthday in the year following the year of your death or, if elected, in accordance with Subsection (c)(1)(C) below. If the Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code §402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this Subsection (c)(1)(A) if the transfer is made no later than the end of the year following the year of death.**
- (B) If your sole designated beneficiary is your surviving spouse, your entire interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which you died, (or by the end of the calendar year in which you would have attained age 70 ½, if later), over your spouse’s life expectancy or, if elected, in accordance with Subsection (c)(1)(C) below. If your surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which your spouse died, over your spouse’s designated beneficiary’s remaining life expectancy determined using such beneficiary’s age as of his or her birthday in the year following the death of your spouse, or, if elected, will be distributed in accordance with Subsection (c)(1)(C) below. If your surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the payment option chosen.**
- (C) If there is no designated beneficiary, or if applicable by operation of Subsection (c)(1)(A) or (B) above, your entire interest will be distributed no later than December 31 of the calendar year containing the fifth anniversary of your death (or of your spouse’s death in the case of your**

surviving spouse's death before distributions are required to begin under Subsection (c)(1)(B) above).

(D) Life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to your surviving spouse as the sole designated beneficiary, your spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to your spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to your beneficiary's age in the year specified in Subsection (c)(1)(A) or (B) above and reduced by 1 for each subsequent year.

(2) If you die on or after your Annuity Commencement Date, any interest remaining under the benefit payment option selected will continue to be distributed under that benefit payment option.

(3) Your "interest" includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of §1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.

(4) For purposes of Subsection (c)(1)(B) above, required distributions are considered to commence on the date distributions are required to begin to your surviving spouse under that Subsection. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of §1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(d) If your sole designated beneficiary is your surviving spouse, your spouse may treat your Participant Account as his or her own IRA. This election will be deemed to have been made if your surviving spouse makes a Contribution to the Contract or fails to take required distributions as a beneficiary.]

(e) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of §1.408-8 of the Income Tax Regulations.

5.3 [Distributions Before Death: No amount is required to be distributed prior to your death. If the Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C), this Section does not apply.]

5.4 Transfers between Investment Options: You may direct us to transfer amounts between Investment Options. Transfers are effective on [the Business Day we receive the transfer direction]. You may make transfer directions daily on any Business Day. We will make the transfer as requested within [7 days] from the date we receive the request, except as we may be permitted to defer the transfer of amounts withdrawn from the Variable Account in accordance with appropriate provisions of the federal securities laws. We reserve the right to defer a transfer of amounts from the FIA for a period of up to 6 months after we receive the transfer request.

5.5 Transfers to and from the FIA:

- (a) If your FIA Account Value is less than \$2,500 as of the first day of the Contract Year in which we receive the transfer request, you may transfer any amount from the FIA.
- (b) If your FIA Account Value is \$2,500 or more as of the first day of the Contract Year in which we receive the transfer request, no more than 20% of your FIA Account Value as of the first day of that Contract Year less amounts previously transferred by you during that Contract Year may be transferred by you from the FIA as of the date we receive the transfer request.

SECTION 6 - ANNUITIES

6.1 **Annuity Purchases:** You may withdraw all or a portion of your Account Value (minus any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value) to provide an annuity benefit. Such a withdrawal is not subject to a Withdrawal Charge. On the date we receive an annuity purchase request, we transfer your entire Participant Account to the FIA. Such amounts remain in the FIA until the full Account Value (reflecting interest earned on such amounts in the FIA) is applied to purchase the annuity on the last day of the month preceding the Annuity Commencement Date. As of that annuity purchase date, your Participant Account funds are no longer maintained in the Contract.

Your annuity purchase request must specify the purpose for the annuity, the election of an annuity option, Annuity Commencement Date, any contingent annuitant or beneficiary, and any additional information we require. If you or any contingent annuitant dies before the Annuity Commencement Date, the annuity election is cancelled.

The minimum amount which you may apply to purchase an annuity is [**\$10,000**].

6.2 **Annuity Options:** You may elect any optional form of annuity we offer at the time of purchase. Available annuity options always include:

- (a) **Life Annuity.** A monthly annuity is payable as long as the annuitant lives.
- (b) **Survivorship Annuity.** A monthly annuity is payable as long as the annuitant lives. After the annuitant's death, all or a portion of the monthly annuity is paid to the contingent annuitant as long as the contingent annuitant lives.
- (c) **10-Year Certain and Life Annuity.** A monthly annuity is payable to the annuitant for as long as the annuitant lives. If the annuitant dies before receiving payments for the 10-year certain period, any remaining payments for the balance of the 10-certain period are paid to the annuitant's beneficiary.

If a certain period annuity is available, the certain period may not extend beyond your life expectancy or the joint life expectancy of you and any contingent annuitant, as determined on the Annuity Commencement Date.

6.3 **Determining Annuity Amount:** We compute the annuity amount using the factors reflected in the Table of Guaranteed Immediate Annuities attached to the Contract. However, if our current single premium, nonparticipating, immediate annuity rates for this class of group annuity contract produce a higher monthly annuity than the Table of Guaranteed Immediate Annuities, then that more favorable annuity rate is applied.

6.4 **Proof of Age and Survival; Minimum Payments:** We may require proof of any annuitant's or contingent annuitant's date of birth before commencing payments under any annuity. We may also require proof that an annuitant or contingent annuitant is living before making any annuity payment. If a monthly annuity is less than our current established minimum payment, we may make payments on a less-frequent basis.

6.5 **Annuity Certificates:** We issue to each person for whom an annuity is purchased a certificate setting forth the annuity's amount and terms.

SECTION 7 - OTHER CONTRACT CHARGES

- 7.1 Investment Option Charge (IOC): Under §4.4, the Accumulation Unit values of all Investment Accounts reflect the daily equivalent of an IOC expressed as an annual percentage.

The IOC for an Investment Account is applied directly against the Investment Account and is equal to the sum of “x” + “y” where:

“x” = a current charge for the investment advisory fees and for the operational, organizational, and other expenses of the corresponding Mutual Fund, Portfolio, or other entity in which the Investment Account invests. Periodically, for a given Investment Account, “x” will change to reflect changes in the related expenses and other factors. Any change in “x” for an Investment Account will be effective without prior written notice. Copies of the prospectuses or reports of the Mutual Fund, Portfolio, or other entity are made available to Participants as required under NASD rules.

“y” = a current asset charge of [1.25%.]

- 7.2 Taxes: We may deduct charges equal to any premium tax we incur from the balance applied to purchase an annuity or at such other time as premium taxes are incurred by us. We may also deduct from Investment Accounts reasonable charges for federal, state, or local income taxes we incur that are attributable to such Investment Accounts.

- 7.3 Other Charges: We apply those charges listed in the Table of Contract Charges.

SECTION 8 - CONTRACT MODIFICATIONS

- 8.1 **Contract Amendment:** The Contractholder and we may agree to any change or amendment to the Contract without the consent of any other person or entity. The Contract cannot be modified or amended, nor can any provision or condition be waived, except by written authorization of a corporate officer of AUL.
- 8.2 **Rates and §7 Charges:** We may announce new Guaranteed Rates, as described in §§3.2 and 3.3 (including the consolidation of existing Interest Pockets). However, as provided in §§3.2 and 3.3, we may not change the declared Guaranteed Rate applicable to an established Interest Pocket during the guaranteed period. We may also modify the charge levels in §7 and the charge level listed in item (1) of the Table of Contract Charges using the procedures of §8.5. For the charge listed in item (2) of the Table of Contract Charges, we may not exceed the maximum charge level listed therein.
- 8.3 **Conformance with Law:** We may amend the Contract at any time, without the Contractholder's consent, your consent, or that of any other person or entity, if the amendment is reasonably needed to comply with, or give you, other Participants, or the Contractholder the benefit of, any provisions of federal or state laws. Any such amendment will be delivered to the Contractholder prior to its effective date.
- 8.4 **Addition, Deletion, or Substitution of Investments:**
- (a) We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, substitution for, or combinations of, the securities that are held by any Investment Account or that any Investment Account may purchase. We reserve the right to eliminate the shares of any of the eligible Mutual Funds, Portfolios, or other entities and to substitute shares of, or interests in, another Mutual Fund, Portfolio, or another investment vehicle, for shares already purchased or to be purchased in the future under the Contract, if the shares of any or all eligible Mutual Funds, Portfolios, or other entities are no longer available for investment or if further investment in any or all eligible Mutual Funds, Portfolios, or other entities becomes inappropriate in view of the purposes of the Contract. Where required under applicable law, we will not substitute any shares attributable to a Participant's interest in any Investment Account without notice, the Contractholder's approval, your approval, other Participant approval, or prior approval of the Securities and Exchange Commission or a state insurance commissioner, and without following the filing or other procedures established by applicable state insurance regulators. Nothing contained herein will prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between series or classes of contracts on the basis of requests made by a majority of other contractholders or as permitted by federal law.
 - (b) We reserve the right to establish additional Investment Accounts, each of which would invest in the corresponding Mutual Fund, Portfolio, or other entity, or in other securities or investment vehicles. We reserve the right to eliminate or combine existing Investment Accounts if marketing, tax, or investment conditions warrant. We reserve the right to provide other Investment Options under the Contract at any time. Subject to any required regulatory approvals, we reserve the right to transfer assets from any Investment Account to another separate account of AUL or Investment Account.

- (c) In the event of any such substitution or change, we may, by appropriate amendment, make such changes in the Contract as may be necessary or appropriate to reflect such substitution or change. Any transfer request or Investment Option election received on or after the effective date of such substitution or change which reflects the previous Investment Option which has been substituted or changed will be transacted using the new substituted or changed Investment Option. If deemed by us to be in the best interests of persons or entities having voting rights under the Contract, the Variable Account may be operated as a management investment company under the Investment Company Act of 1940 or any other form permitted by law, it may be deregistered in the event such registration is no longer required under the Investment Company Act of 1940, or it may be combined with other separate accounts of AUL or an affiliate thereof. We may take such action as is necessary to comply with, or to obtain, exemptions from the Securities and Exchange Commission with regard to the Variable Account. Subject to compliance with applicable law, we also may combine one or more Investment Accounts and may establish a committee, board, or other group to manage one or more aspects of the Investment Accounts.

8.5 **Our Right to Initiate Changes:** In addition to those amendments permitted by §§8.2, 8.3, and 8.4, we may initiate an additional provision or modification of any other provision of the Contract (except for those prohibited amendments listed in §8.6) by giving the appropriate parties **[60 days]** notice of such modification. Any such modification is effective without the appropriate parties' affirmative assent.

8.6 **Prohibited Amendments:**

- (a) Notwithstanding our right to initiate changes under §8.5, we may not initiate changes to the minimum Guaranteed Rate specified in §3.4, our obligation to set Guaranteed Rates for the period of time specified in §§3.2 and 3.3, the maximum charge level listed in item (2) of the Table of Contract Charges, or the Table of Guaranteed Immediate Annuities.
- (b) No modification to the Contract may change the terms of a previously purchased annuity or reduce any interest guarantee applicable to Participant Account balances held in the FIA on the modification's effective date.

SECTION 9 - GENERAL PROVISIONS

- 9.1 **Ownership:** The Contractholder owns the Contract. No other person or entity has any right, title, or interest in the Contract or to amounts received or credited under it until such amounts are made available to them under the Contract. All amounts received or credited under the Contract become our property. We are obligated to make only the payments or distributions specified in the Contract. The Contract is established for the exclusive benefit of the Participants and their beneficiaries. If the Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in the Contract to the “Participant” are to the deceased individual.
- 9.2 **Entire Contract:** The Contract and the Contractholder’s application constitute the entire agreement between the Contractholder and us. We are not a party to, nor bound by, a plan, trust, custodial agreement, or other agreement, or any amendment or modification to any of the same. We are not a fiduciary under the Contract or under any such plan, trust, custodial agreement, or other agreement.
- 9.3 **Benefit Determinations:** You shall furnish us whatever information is necessary to establish the eligibility for and amount of annuity or other benefit due. We rely solely on your instructions and certifications with respect to your benefits.
- 9.4 **Termination of Contract:** The Contract terminates automatically if no amounts remain in either the FIA or any Investment Account.
- 9.5 **Representations and Warranties:** The Contractholder and we have mutually represented and warranted, each to the other, that each is fully authorized to enter into the Contract and that the Contract is a valid and binding obligation and that the execution or performance of the Contract does not violate any law, regulation, judgment, or order by which the representing party is bound.
- We do not make any representation or warranty regarding the federal, state, or local tax status of the Contract, any Participant Account, or any transaction involving the Contract.
- 9.6 **Misstatement of Data:** We may rely on any information you, the Contractholder, your employer, or your beneficiary furnishes. We need not inquire as to the accuracy or completeness of such information. If any essential data pertaining to any person has been omitted or misstated, including, but not limited to, a misstatement of an annuitant's or contingent annuitant's age, we will make an equitable adjustment to provide the annuity or other benefit determined using correct data.
- 9.7 **Form of Request, Notice, Instruction, or Direction:** When reference is made to you, the Contractholder, your employer, or a beneficiary making a request or giving notice, instruction, or direction, such request, notice, instruction, or direction must be in writing, or in a form otherwise acceptable to us, and is effective when we receive it.
- 9.8 **Statements and Reports:** Reasonably promptly after the end of each Contract Quarter, we will prepare a statement of your Account Value. We will also furnish to the IRS and to you any other report or information that is required by the Internal Revenue Service. You must provide us with any information that we request that is necessary to prepare these reports.
- 9.9 **Conformity with Law:** Any benefit payable under the Contract will not be less than the minimum benefit required by the insurance laws of the state in which the Contract is delivered. Language in the Contract or in this Certificate referring to state or federal tax, securities, or other statutes or rules do not incorporate within the Contract or within this Certificate any such statutes or rules.

- 9.10 Gender and Number: Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.
- 9.11 Facility of Payment: If you or any contingent annuitant or beneficiary is legally incapable of giving a valid receipt for any payment, if no guardian has been appointed, and if we receive a valid power of attorney for you or such contingent annuitant or beneficiary, we may pay the person or persons named in such power of attorney. Any such payment fully discharges us to the extent of such payment.
- 9.12 Voting: We own all shares of a Mutual Fund, Portfolio, or other entity held in an Investment Account. We exercise the voting rights of such shares at all shareholder meetings on all matters requiring shareholder voting under the Investment Company Act of 1940 or other applicable laws. Our vote reflects instructions received from persons having the voting interest in the shares, as follows:
- (a) The Participants have the voting interest under the Contract. Unless otherwise required by applicable law, the number of shares of a Mutual Fund, Portfolio, or other entity for which we may receive voting instructions is determined by dividing the aggregate Account Values in the affected Investment Account by the net asset value of the shares of the Mutual Fund, Portfolio, or other entity. Fractional votes are counted. Our determination is made as of the date used by the Mutual Fund, Portfolio, or other entity to determine shareholders eligible to vote.
 - (b) We vote shares proportionally, to reflect the voting instructions we receive in a timely manner from Participants and from all other contractholders. If no timely voting instructions are received, we vote shares proportionally, to reflect the voting instructions we received in a timely manner for all other contracts.

To the extent permitted by applicable law, we may vote shares in our own right or may modify the above procedures to reflect changes in the law or its interpretation.

We will provide prospectuses and other reports as required by applicable federal law.

- 9.13 Acceptance of New Contributions: We have the right to refuse Contributions as of the last day of the second month following the date that you and the Contractholder are notified by us in writing of this refusal.
- 9.14 Our Annual Statement: No provision of the Contract controls, determines, or modifies any annual statement made by us to any insurance department, contractholder, regulatory body, or other person. Nor does anything in such annual statement control, determine, or modify the provisions of the Contract.
- 9.15 Nonforfeitability and Nontransferability: **[Your entire interest in the Contract (minus any Withdrawal Charge and any charges described in §7 and in the Table of Contract Charges that are not included in the Accumulation Unit value) under the Contract is nonforfeitable and is nontransferable by you at all times. No sum payable under the Contract with respect to you may be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person or entity other than us. In addition, to the extent permitted by law, no such sum shall in any way be subject to legal process requiring the payment of any claim against the payee.]**
- 9.16 Notice of Annual Meeting of Members: By-law, Art II, Sec. 2: the regular annual meeting of the members of American United Mutual Insurance Holding Company shall be held at its principal place of business on **[the third Thursday in February each year at ten o'clock A.M.]** local time or at such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

TABLE OF CONTRACT CHARGES

- (1) **Participant Account Administrative Charge:** We deduct a Participant Account Administrative Charge per Contract Quarter equal to the lesser of \$7.50 or 0.50% of your Account Value on the last day of each Contract Quarter for as long as your Participant Account is in effect. This charge is to be prorated among each Contribution-Source and each Investment Option utilized under the Contract by your Account. If the entire balance of your Account is applied or withdrawn before the last day of the Contract Quarter pursuant to the Contract, no Participant Account Administrative Charge will be assessed for that quarter.

There is no such charge for any Contract Quarter in which your Account Value on the last day of that quarter is greater than \$25,000.

- (2) **Charge for Non-Electronic Transfers:** We deduct from your Account a service fee of up to \$5 for your non-electronic transfers between Investment Options.

**[TABLE OF GUARANTEED IMMEDIATE ANNUITIES
MONTHLY INCOME PER \$1,000 OF ACCOUNT VALUE**

ADJUSTED AGE	LIFE ANNUITY	10-YEAR CERTAIN AND LIFE ANNUITY
45	2.7498	2.7455
46	2.7986	2.7938
47	2.8498	2.8444
48	2.9036	2.8975
49	2.9602	2.9532
50	3.0197	3.0116
51	3.0823	3.0730
52	3.1483	3.1375
53	3.2178	3.2052
54	3.2913	3.2763
55	3.3690	3.3512
56	3.4511	3.4299
57	3.5381	3.5126
58	3.6301	3.5995
59	3.7273	3.6906
60	3.8300	3.7862
61	3.9387	3.8865
62	4.0536	3.9919
63	4.1751	4.1024
64	4.3037	4.2184
65	4.4397	4.3400
66	4.5837	4.4676
67	4.7365	4.6014
68	4.8992	4.7419
69	5.0735	4.8895
70	5.2610	5.0448
71	5.4635	5.2077
72	5.6823	5.3783
73	5.9180	5.5559
74	6.1718	5.7400
75	6.4456	5.9301

Adjusted Age = Actual Age at Settlement (in years and completed months) less the following number of months:
[0.6 times (Birth Year - 1915)] rounded to the nearest integer.

Guaranteed purchase rates are 100% of the net single premium for the benefit provided based on 85% of the unprojected 1994 Group Annuity Reserving Table for females with interest at 1.5%.]

SERFF Tracking Number: AULD-126962928 State: Arkansas
 Filing Company: American United Life Insurance Company State Tracking Number: 48112
 Company Tracking Number: ROTHIRA.SP-K
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.003 Single Premium
 Variable and Variable
 Product Name: ROTH IRA SP VAR
 Project Name/Number: ROTH IRA SP VAR/ROTHIRA.SP-K

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachment:

ARactcert-Reg6.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

The application to be used with this contract will be Form P-12503, which was approved by your office on March 30, 2000.

Attachment:

12503(Reference for filing)Standard.pdf

Item Status: **Status Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachment:

RothMFVA SOV 2-24-11 STD.pdf

STATE OF ARKANSAS

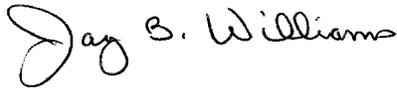
CERTIFICATION

CARRIER: AMERICAN UNITED LIFE INSURANCE COMPANY

SUBMISSION: ROT IRA.SP-K, ROT IRA.SP-C - AUL American Series Roth IRA Multiple-Fund Group Variable Annuity, AUL American Series Roth IRA Multiple-Fund Group Variable Annuity Certificate

DATE: February 25, 2011

I hereby certify that to the best of my knowledge and belief the above submission conforms to Arkansas Regulation 6.



Jay B. Williams

Name

Vice President, Compliance

Title

APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY
FOR A MULTIPLE-FUND GROUP VARIABLE ANNUITY CONTRACT

ABC COMPANY (hereinafter called the Applicant)

hereby applies for Group Annuity Contract Number **GA XX,XXX**.

This application is made a part of the contract identified above, which is hereby approved and conditions accepted.

REFERENCE ONLY
THIS FORM HAS BEEN
PREVIOUSLY
APPROVED BY YOUR
OFFICE.

One executed copy of this application shall be attached to such contract, and a second executed copy shall be returned to the American United Life Insurance Company at its Home Office.

It is agreed that this application supersedes any previous application for such contract.

Dated at _____ on _____, _____.

Signature of Applicant _____

By _____

Title _____

Soliciting Agent _____

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

American United Life Insurance Company – NAIC 60895
Forms: ROTHIRA.SP-K / ROTHIRA.SP-C
Statement of Variability (SOV)
02-24-11

<i>Page</i>	<i>Description</i>	<i>Variable Explanation</i>
Cover Page	John Doe information, officer name & title, company telephone number [with Guaranteed Minimum Death Benefit] [(NBR)]	Contractholder specific information/name and/or title change/telephone number change This language will be included for those contracts that will provide the Guaranteed Minimum Death Benefit option. Reflects the type of contract issued
Sec. 1 – Definitions - Contributions 1.9	[funds that are transferred to this contract as a Qualified Rollover Contribution. Other types of Roth IRA contributions (i.e., regular contributions and recharacterized contributions discussed in Income Tax Regulations §§1.408A-3 and -5) will not be accepted under this contract. If the Participant Account is an inherited IRA within the meaning of Code §408(d)(3)(C), no Contribution will be accepted.]	Ability to revise this language without filing based on changes in IRS requirements.
Definitions - Death Benefit 1.11	[the greater of: (a)..... (b)]	This language will be included for those contracts that will provide the Guaranteed Minimum Death Benefit option.
Sec 1 – 1.14 “Guaranteed Minimum Death Benefit”	1.14 The “Guaranteed Minimum Death Benefit” or “GMDB” prior to the first Contract Anniversary is equal to the Contributions made for a Participant minus any of his	This language will be included for those contracts that will provide the Guaranteed Minimum Death Benefit option. Ability to revise this language without filing based on changes in IRS requirements.

	<p>withdrawals. On each Contract Anniversary prior to, or concurrent with, the Participant's date of death, the GMDB is reset, based on the age of the Participant on his last birthday, as follows:]</p>	
<p>Sec 1 – 1.18 Definitions/Investment Account</p>	<p>[Variable Account]</p> <p>[AUL American Unit Trust]</p>	<p>Option to change the name for identification of the account.</p> <p>Option to change the name for identification of the account.</p>
<p>Sec 1 – 1.20 Definitions/Modified Adjusted Gross Income”</p>	<p>[1.20 The “Modified Adjusted Gross Income” (or “Modified AGI”) for a Participant for a taxable year is defined in Code §408A(c)(3) and does not include any amount included in adjusted gross income as a result of a Qualified Rollover Contribution.]</p>	<p>Ability to revise this language without filing based on changes in IRS requirements.</p>
<p>Sec 1 – 1.22 Definitions/Non-Roth IRA</p>	<p>[1.22 A “Non-Roth IRA” is an IRA other than a Roth IRA.]</p>	<p>Ability to revise this language without filing based on changes in IRS requirements.</p>
<p>Sec 1 – 1.26 Definitions/Qualified Rollover Contribution</p>	<p>[1.26 A “Qualified Rollover Contribution”...]</p>	<p>Ability to revise this language without filing based on changes in IRS requirements.</p>
<p>Sec 1 – 1.28 Definitions/“Withdrawal Charge”</p>	<p>Withdrawal Charge</p> <p>[\$§5.2 and 6.1, respectively. The percentage varies by the Participant</p>	<p>Language may be used where the withdrawal charge is based on Contract Year.</p>

	<p>Account Year in which a withdrawal is made. The first Participant Account Year begins on the date when we establish a Participant Account and credit the initial Contribution for the Participant, and ends on the day immediately preceding the next anniversary of such date. Each Participant Account Year thereafter begins on such an anniversary date and ends on the day immediately preceding the next succeeding anniversary date.]</p> <p>Withdrawal Charge Scale 8-4-0</p> <p>[8.5%]</p>	<p>Scales will verify by commission option. Maximum surrender charge for any future scales would be 8% (yrs 1-5), 4% (yrs 6-10); 0% with the withdrawal charge period not exceed 10 years.</p> <p>Subject to change based on changes in Federal laws/regulation</p>
Sec 2 – 2.1 (a)(b)(c) Amount of Contributions	<p>[(a) Contributions made to this contract may vary in amount and frequency... SIMPLE IRA plan]</p>	<p>Subject to change based on changes in Federal laws/regulation</p>
Sec 2 – 2.2 Administration of Participant Accounts	<p>[made within 3-year period]</p> <p>[the OneAmerica Money Market Investment Account]</p> <p>[the Participant]</p>	<p>Range = 1 to 5 years</p> <p>Investment Option change</p> <p>May be Participant or Contractholder</p>
Sec 3 – 3.2 Operations of Fixed Interest Account	<p>[10 days]</p> <p>[calendar] [quarter]/[quarterly]</p> <p>[5 years]</p>	<p>Range 10 days to 15 days</p> <p>Range would be calendar/monthly/quarterly</p>

	[sixth year]	Range 1 to 6 yrs. Range 2 to 7 yrs.
Sec 3 – 3.6 Limitation on Contributions and Transfers to FIA	[30 days] [you or the Participant]	Range = 15 to 30 days Alternate language would include Contractholder
Sec 5 – 5.1 Benefit Payments and Transfers/General Withdrawal Provisions	[Notwithstanding the previous paragraph, in the first Contract Year in which a Participant Account is established, the Participant may withdraw up to 10% of the sum of his Account Value (determined as of the later of the Contract Date or the Contract Anniversary immediately preceding the request for the withdrawal) plus Contributions made for him during that Contract Year, without application of the Withdrawal Charge. The Participant may also do this in the next succeeding Contract Year. In any subsequent Contract Year, the Participant may withdraw up to 10% of his Account Value (determined as of the Contract Anniversary immediately preceding the request for the withdrawal) without application of the Withdrawal Charge.] [provided that at least 12 months have elapsed since the date that the first Contribution for the Participant is credited to his Account.]	This 10% withdrawal is based upon commission options applied.
	[\$500]	Range of change = \$500 to \$1000
	[7 days]	Range of change = 7 to 14 days
	[6 months]	Ability to revise this language without

		filing based on changes in IRS requirements
Sec 5 – 5.2 Death Benefits	Death Benefit Payments	Ability to revise this language without filing based on changes in IRS requirements.
Sec 5 – 5.3 Distribution Before Death	Distributions	Ability to revise this language without filing based on changes in IRS requirements
Sec 5.4 Transfer between Investment Options	[the Business Day we receive the transfer direction]. [7 days]	Range = 1 to 5 days Range = 7 to 14
Sec 6 -Annuities / 6.1	[\$10,000]	Option to change minimum amount, if determined necessary because of cost of administration. (Range \$5000 - \$50,000)
Sec 7 – 7.1 Investment Option Charge	[1.25%]	Option to change based on administrative requirements and commission options - not to exceed 1.75%.
Sec 8.5 Our Right to Initiate Change	[60 days]	Option to change number of days based on administrative requirements. Range = 30 to 60 day
Sec 9 – General Provisions/ 9.15	Nonforfeitability and Nontransferability	Ability to revise this language without filing based on changes in IRS requirements.
Sec 9 – General Provisions / 9.16	Sec. 9.16 – Time of Annual Meeting	To allow for flexibility in the date and time of the annual meeting.
Pg 24 – Table of Guaranteed Immediate Annuities	Table of Guaranteed Immediate Annuities	To allow flexibility in case the 1994 Group Annuity Reserving Table is changed.
Page 25 - Table of Investment Options	Investment Option Choices	To allow for changes in investment option selections.