

SERFF Tracking Number: NWST-126994149 State: Arkansas
 Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number: 47823
 Company Tracking Number: TT.CUL.G.(0711) (2 OF 2)
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: TT.SUL.G.(0711)
 Project Name/Number: TT.SUL.G.(0711)/TT.SUL.G.(0711)

Filing at a Glance

Company: The Northwestern Mutual Life Insurance Company

Product Name: TT.SUL.G.(0711) SERFF Tr Num: NWST-126994149 State: Arkansas
 TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 47823
 Adjustable Life Closed
 Sub-TOI: L09I.001 Single Life Co Tr Num: TT.CUL.G.(0711) (2 State Status: Approved-Closed
 OF 2)

Filing Type: Form Reviewer(s): Linda Bird
 Authors: Addie Croeker, Annette Huttel, Debbie Orr, Mai Xiong Disposition Date: 03/03/2011
 Date Submitted: 01/28/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: TT.SUL.G.(0711) Status of Filing in Domicile: Pending
 Project Number: TT.SUL.G.(0711) Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 03/03/2011
 State Status Changed: 02/01/2011
 Deemer Date: Created By: Addie Croeker
 Submitted By: Addie Croeker Corresponding Filing Tracking Number:

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

Universal Life Insurance Policy Form

SERFF Tracking Number: NWST-126994149 State: Arkansas
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Policy form TT.SUL.G.(0711) is a survivorship flexible premium adjustable life insurance policy that provides a Death Benefit Guarantee. The policy will be available at issue ages 40 to 85 and is designed primarily for the estate market.

Minimum surrender values and reserves for the above referenced policy are computed on the basis of the 2001 Commissioners Standard Ordinary Mortality Table.

The above referenced policy form is illustrated.

The above referenced policy form is a general account policy.

Variable information is bracketed to denote variability.

Amendments and Endorsements

Form AMDT.FLSF.ULSG.(0711) will be used with the above referenced universal life policy form TT.SUL.G.(0711). Please note that form AMDT.FLSF.ULSG.(0711) is being filed concurrently with SERFF filing NWST-126927461 as it will also be used with universal life policy form TT.CUL.G.(0711). The purpose of this endorsement is to ensure that at all times the policy qualifies as a life insurance contract for federal income tax purposes and that the death benefit qualifies for the federal income tax exclusion.

Form TT.SULG.PS.(0711), Policy Split Provision, will be available with the TT.SUL.G.(0711) policy. It provides the Owner with the right to change the policy to two individual life insurance policies without evidence of insurability. The provision is conditional on certain changes in the federal estate tax law that neutralize a joint life policy in which payments are to be made on the second death. This amendment will be included in TT.SUL.G.(0711) policies where both Insureds meet the Company's insurability requirements.

Application Supplement

Application supplement form 90-1.SUL-G.Supp.(0711) is designed to accommodate the specific characteristics of the TT.SUL.G.(0711) policy.

Based on this information, your review and approval of the above referenced forms is respectfully requested. If you have any questions or need additional information, please contact me at (414) 665-7195 or e-mail me at mai-baoxiong@northwesternmutual.com and copy debbieorr@northwesternmutual.com.

Sincerely,

SERFF Tracking Number: NWST-126994149 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/03/2011	03/03/2011
Approved-Closed	Linda Bird	02/01/2011	02/01/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Flexible Premium Adjustable Survivorship Life Insurance Policy Insurance Payable on Second Death	Annette Huttli	03/03/2011	03/03/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to reopen the file	Note To Filer	Linda Bird	03/03/2011	03/03/2011
Request to reopen the file	Note To Reviewer	Annette Huttli	03/02/2011	03/02/2011

SERFF Tracking Number: NWST-126994149 *State:* Arkansas
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Company Tracking Number: TT.CUL.G.(0711) (2 OF 2)
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Adjustable Life
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Project Name/Number: TT.SUL.G.(0711)/TT.SUL.G.(0711)

Disposition

Disposition Date: 03/03/2011

Implementation Date:

Status: Approved-Closed

Comment: Correction made on page 4 in policy form TT.SUL.G.(0711).

Rate data does NOT apply to filing.

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 Product Name: TT.SUL.G.(0711)
 Project Name/Number: TT.SUL.G.(0711)/TT.SUL.G.(0711)

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandum & Addendum to Act Memo-Rate Range		No
Supporting Document	Statement of Variability		Yes
Supporting Document	AR Reg 34 & Bul 11-83 Certificaiton		Yes
Supporting Document	AR Rate Consent		Yes
Form (revised)	Flexible Premium Adjustable Survivorship Life Insurance Policy Insurance Payable on Second Death		Yes
Form	Flexible Premium Adjustable Survivorship Replaced Life Insurance Policy Insurance Payable on Second Death		Yes
Form	Policy Split Provision		Yes
Form	Policy Application Supplement for Flexible Premium Adjustable Survivorship Life Insurance Policy Insurance Payable on Second Death		Yes

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Disposition

Disposition Date: 02/01/2011

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	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandum & Addendum to Act Memo-Rate Range		No
Supporting Document	Statement of Variability		Yes
Supporting Document	AR Reg 34 & Bul 11-83 Certificaiton		Yes
Supporting Document	AR Rate Consent		Yes
Form (revised)	Flexible Premium Adjustable Survivorship Life Insurance Policy Insurance Payable on Second Death		Yes
Form	Flexible Premium Adjustable Survivorship Replaced Life Insurance Policy Insurance Payable on Second Death		Yes
Form	Policy Split Provision		Yes
Form	Policy Application Supplement for Flexible Premium Adjustable Survivorship Life Insurance Policy Insurance Payable on Second Death		Yes

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Amendment Letter

Submitted Date: 03/03/2011

Comments:

Dear Linda Bird:

We noticed a rounding error on page 4 in policy form TT.SUL.G.(0711). We have replaced this page and the maximum for the Monthly Per Thousand Charge of Specified Amount has been changed from \$0.83 to \$0.84. The corrected policy has been uploaded in the 'Form Schedule' tab. You have our assurance that is the only change.

We apologize for any inconvenience.

Thank you again.

Annette Huttl

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
TT.SUL.G.(0711)	Policy/Contract/Certificate	Flexible Premium Adjustable Survivorship Life Insurance Policy Insurance Payable on Second Death	Initial				50.500	AR TT SUL G (0711).pdf

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Note To Filer

Created By:

Linda Bird on 03/03/2011 08:19 AM

Last Edited By:

Linda Bird

Submitted On:

03/03/2011 08:19 AM

Subject:

Request to reopen the file

Comments:

Filing has been re-opened in order for correction to be made.

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Note To Reviewer

Created By:

Annette Huttl on 03/02/2011 10:14 AM

Last Edited By:

Annette Huttl

Submitted On:

03/02/2011 10:14 AM

Subject:

Request to reopen the file

Comments:

Dear Ms. Bird:

As mentioned in our phone conversation there was a rounding error made in one of the maximum charges on page 4 of the policy. Please reopen the filing and we will send you a revised policy with this correction to page 4.

Thank you.

Annette Huttl

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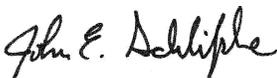
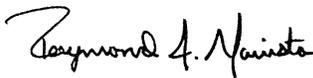
Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	TT.SUL.G.(0711)	Policy/Cont	Flexible Premium ract/Fratern al Survivorship Life Certificate Insurance Policy Insurance Payable on Second Death	Initial		50.500	AR TT SUL G (0711).pdf
	TT.SULG.P S.(0711)	Policy/Cont	Policy Split Provision ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.100	TT SULG PS (0711).pdf
	90-1.SUL- G.Supp.(07 11)	Application/ Enrollment Form	Policy Application Supplement for Flexible Premium Adjustable Survivorship Life Insurance Policy Insurance Payable on Second Death	Initial		51.500	90-1.SUL- G.Supp.(0711) rev.pdf

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

Signed at Milwaukee, Wisconsin on the Date of Issue.

[ ]
Chief Executive Officer Secretary

FLEXIBLE PREMIUM ADJUSTABLE SURVIVORSHIP LIFE INSURANCE POLICY INSURANCE PAYABLE ON SECOND DEATH

Participating

Flexible premiums.

THE DEATH BENEFIT MAY INCREASE OR DECREASE DAILY DEPENDING ON THE PAYMENT OF PREMIUMS AND ANY INTEREST CREDITED TO AND CHARGES MADE FROM THE POLICY VALUE. THERE IS NO GUARANTEED MINIMUM DEATH BENEFIT, EXCEPT AS PROVIDED BY THE DEATH BENEFIT GUARANTEE DESCRIBED IN SECTION 3.3.

THE CASH SURRENDER VALUE UNDER THIS POLICY MAY INCREASE OR DECREASE DAILY DEPENDING ON THE PAYMENT OF PREMIUMS AND ANY INTEREST CREDITED TO AND CHARGES MADE FROM THE POLICY VALUE. THERE IS NO GUARANTEED MINIMUM CASH SURRENDER VALUE. THIS POLICY CONTAINS A MINIMUM INTEREST RATE GUARANTEE AND MAXIMUM CHARGES.

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

TT.SUL.G.(0711)



Insured	{John J. Doe} {Jane J. Doe}	Age and Sex	{65} {Male} {65} {Female}
Policy Date	{July 1, 2011}	Policy Number	{00 000 000}
Plan	Northwestern Mutual Survivorship Universal Life - Guaranteed	Specified Amount	\${1,000,000.00}

TT.SUL.G.(0711)

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

Read your policy carefully.

GUIDE TO POLICY PROVISIONS

POLICY SCHEDULE PAGES

SECTION 1. THE CONTRACT

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

SECTION 2. OWNERSHIP

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

SECTION 3. DEATH BENEFIT

- Section 3.1 Death Benefit
- Section 3.2 Decreases in Specified Amount
- Section 3.3 Death Benefit Guarantee

SECTION 4. PREMIUMS AND REINSTATEMENT

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

SECTION 5. DIVIDENDS

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

SECTION 6. POLICY VALUE AND CONTRACT FUND VALUE

- Section 6.1 Policy Value
- Section 6.2 Contract Fund Value
- Section 6.3 Premium Expense Charge
- Section 6.4 Monthly Policy Charge

SECTION 7. CASH SURRENDER VALUE AND SURRENDER

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

SECTION 8. LOANS

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

SECTION 9. BENEFICIARIES

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

SECTION 10. PAYMENT OF POLICY BENEFITS

- Section 10.1 Payment of Proceeds
- Section 10.2 Payment Plans

ADDITIONAL BENEFITS (if any)

APPLICATION

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

Plan and Additional Benefits

Northwestern Mutual Survivorship Universal Life - Guaranteed

Specified Amount: \${1,000,000.00}

The planned initial premium: \${ 15,273.27}

The planned {annual} premium: \${ 15,273.27}

The planned premium period: { 56 } Years

Subject to the provisions of Section 3.3, the death benefit guarantee will be in effect {until the Age 121 Date} if: the planned initial premium is paid on the policy date; planned {annual} premiums are paid {on each policy anniversary} for the entire planned premium period.

The Age 121 Date is {July 1, 2067}.

The Minimum Guaranteed Annual Effective Interest Rate for the Contract Fund Value is 2.0%.

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

The minimum premium is \$ 25.00. (Section 4.2)

The threshold premium is: \${15,273.27}

This policy is issued in a {premier (non-tobacco)} rate classification on {John Doe} and in a {premier (non-tobacco)} rate classification on {Jane Doe}.

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

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

Insured	{John J. Doe} {Jane J. Doe}	Age and Sex	{65} {Male} {65} {Female}
Policy Date	{July 1, 2011}	Policy Number	{00 000 000}
Plan	Northwestern Mutual Survivorship Universal Life - Guaranteed	Specified Amount	\${1,000,000.00}

SCHEDULE OF MAXIMUM CHARGES

The maximum Premium Expense Charge (Section 6.3) is 40.00% of premium paid for all policy years.

Maximum Monthly Policy Charges (Section 6.4):

The maximum Monthly Administrative Charge is \$24.92.

The maximum Monthly Per Thousand Charge is \$0.84 per thousand of Specified Amount.

The maximum Monthly Deferred Sales Charge is 1.230% of the threshold premium (shown on page 3). There is no charge after the 20th policy year.

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

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

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

Maximum Surrender Charge Schedule

The maximum surrender charge is \$38,730.00 during the first policy year. This charge is decreased by \$179.30 on each monthly processing date during the 2nd through 19th policy years.

There is no surrender charge after the 19th policy year.

TABLE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES
MONTHLY RATES PER \$1.00 OF NET AMOUNT AT RISK
(Section 6.4)

Policy Year	Monthly Rate	Policy Year	Monthly Rate
1	0.0000142453	31	0.0169571876
2	0.0000472635	32	0.0187327982
3	0.0000875791	33	0.0205743326
4	0.0001364061	34	0.0211816211
5	0.0001946075	35	0.0223499802
6	0.0002651466	36	0.0240258341
7	0.0003503865	37	0.0257304114
8	0.0004566169	38	0.0276428006
9	0.0005824192	39	0.0297447685
10	0.0007299938	40	0.0320764818
11	0.0009035472	41	0.0346151796
12	0.0011058601	42	0.0372433360
13	0.0013445702	43	0.0399566687
14	0.0016266186	44	0.0427060170
15	0.0019559051	45	0.0455799098
16	0.0023350797	46	0.0485308459
17	0.0028044212	47	0.0513882647
18	0.0033397820	48	0.0541784641
19	0.0039250581	49	0.0567504560
20	0.0045868561	50	0.0602986598
21	0.0053388552	51	0.0636304706
22	0.0061191113	52	0.0670927498
23	0.0070938957	53	0.0708796675
24	0.0081415488	54	0.0744098823
25	0.0092615584	55	0.0780564815
26	0.0103625908	56	0.0833333333
27	0.0111619191	After 56	0
28	0.0122053039		
29	0.0135248531		
30	0.0150930848		

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

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

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

Monthly Processing Date	Net Single Premium	Monthly Processing Date	Net Single Premium
07/01/11	0.40242	07/01/46	0.89233
07/01/12	0.41842	07/01/47	0.89798
07/01/13	0.43482	07/01/48	0.90350
07/01/14	0.45162	07/01/49	0.90880
07/01/15	0.46879	07/01/50	0.91388
07/01/16	0.48630	07/01/51	0.91864
07/01/17	0.50412	07/01/52	0.92302
07/01/18	0.52220	07/01/53	0.92705
07/01/19	0.54048	07/01/54	0.93075
07/01/20	0.55890	07/01/55	0.93417
07/01/21	0.57741	07/01/56	0.93729
07/01/22	0.59596	07/01/57	0.94010
07/01/23	0.61448	07/01/58	0.94267
07/01/24	0.63289	07/01/59	0.94513
07/01/25	0.65112	07/01/60	0.94776
07/01/26	0.66907	07/01/61	0.95016
07/01/27	0.68668	07/01/62	0.95258
07/01/28	0.70375	07/01/63	0.95521
07/01/29	0.72021	07/01/64	0.95840
07/01/30	0.73605	07/01/65	0.96355
07/01/31	0.75122	07/01/66	0.97420
07/01/32	0.76562		
07/01/33	0.77936		
07/01/34	0.79213		
07/01/35	0.80392		
07/01/36	0.81473		
07/01/37	0.82476		
07/01/38	0.83482		
07/01/39	0.84464		
07/01/40	0.85388		
07/01/41	0.86228		
07/01/42	0.86947		
07/01/43	0.87564		
07/01/44	0.88067		
07/01/45	0.88640		

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

DEATH BENEFIT GUARANTEE (DBG)
(Section 3.3)

The DBG Premium Deduction is {26.50}% of premium.

The DBG Monthly Expense Deduction is \${20.38} for policy years 1-{20}, \${17.00} for policy years {21}-{25}, and zero thereafter.

The DBG Accumulation Factor One is an annual effective rate of {5.35}%.

The DBG Accumulation Factor Two is an annual effective rate of {4.55}%.

**DBG TABLE A INSURANCE RATES
MONTHLY RATES PER \$1.00 OF NET AMOUNT AT RISK
(Section 3.3)**

Policy Year	Monthly Rate	Policy Year	Monthly Rate
1	0.0000006959	31	0.0061012946
2	0.0000006995	32	0.0070035339
3	0.0000011969	33	0.0079532126
4	0.0000019653	34	0.0085295979
5	0.0000031268	35	0.0092920720
6	0.0000048556	36	0.0102325833
7	0.0000071107	37	0.0111526045
8	0.0000101896	38	0.0121431321
9	0.0000143417	39	0.0131981852
10	0.0000204327	40	0.0143312036
11	0.0000288483	41	0.0155320499
12	0.0000411472	42	0.0167636428
13	0.0000582986	43	0.0180245663
14	0.0000821863	44	0.0192988508
15	0.0001288253	45	0.0206170355
16	0.0001818878	46	0.0219643924
17	0.0002354167	47	0.0232863742
18	0.0003023463	48	0.0245940437
19	0.0003903297	49	0.0258414082
20	0.0005354206	50	0.0274257597
21	0.0007039032	51	0.0289548783
22	0.0009244047	52	0.0305464993
23	0.0011293017	53	0.0322662403
24	0.0014184416	54	0.0339299960
25	0.0017252140	55	0.0356471928
26	0.0025627381	56	0.0379193252
27	0.0030283698	After 56	0
28	0.0035969034		
29	0.0042916416		
30	0.0051188758		

DBG TABLE B INSURANCE RATES
MONTHLY RATES PER \$1.00 OF NET AMOUNT AT RISK
(Section 3.3)

Policy Year	Monthly Rate	Policy Year	Monthly Rate
1	0.0000006959	31	0.0250239602
2	0.0000032132	32	0.0279417716
3	0.0000071640	33	0.0309221118
4	0.0000131118	34	0.0320716177
5	0.0000217507	35	0.0339915058
6	0.0000339921	36	0.0366232418
7	0.0000507163	37	0.0392541279
8	0.0000732861	38	0.0421775774
9	0.0001032736	39	0.0453736085
10	0.0001466642	40	0.0489072193
11	0.0002056738	41	0.0527482198
12	0.0002848837	42	0.0567253405
13	0.0003901558	43	0.0608331855
14	0.0005296417	44	0.0649989047
15	0.0007934877	45	0.0693548538
16	0.0010693074	46	0.0738302222
17	0.0013184173	47	0.0781710272
18	0.0016176065	48	0.0824141135
19	0.0020039794	49	0.0833333333
20	0.0026517810	50	0.0833333333
21	0.0033462686	51	0.0833333333
22	0.0043610965	52	0.0833333333
23	0.0053144957	53	0.0833333333
24	0.0066454831	54	0.0833333333
25	0.0080821295	55	0.0833333333
26	0.0123249616	56	0.0833333333
27	0.0140714985	After 56	0
28	0.0161649073		
29	0.0186798462		
30	0.0216066063		

**DBG COST OF INSURANCE THRESHOLD VALUES
(Section 3.3)**

Anniversary Date	Value	Anniversary Date	Value
07/01/12	6,939.7980	07/01/47	429,483.8820
07/01/13	14,250.9300	07/01/48	437,256.1980
07/01/14	21,949.7460	07/01/49	444,600.0480
07/01/15	30,055.1640	07/01/50	451,489.3740
07/01/16	38,586.3720	07/01/51	457,866.2640
07/01/17	47,562.5280	07/01/52	463,674.7860
07/01/18	57,004.3620	07/01/53	468,898.6740
07/01/19	66,931.9020	07/01/54	473,497.0920
07/01/20	77,365.0020	07/01/55	477,417.0000
07/01/21	88,319.6220	07/01/56	480,506.0940
07/01/22	99,811.0380	07/01/57	482,545.1940
07/01/23	111,847.0680	07/01/58	483,266.7120
07/01/24	124,432.2000	07/01/59	482,209.2540
07/01/25	137,562.8580	07/01/60	478,703.0940
07/01/26	151,149.7260	07/01/61	470,991.8220
07/01/27	165,198.8820	07/01/62	456,902.9340
07/01/28	179,752.0620	07/01/63	432,588.1140
07/01/29	194,789.3340	07/01/64	391,338.3720
07/01/30	210,260.8980	07/01/65	322,052.2320
07/01/31	225,958.8540	07/01/66	204,961.5180
07/01/32	241,873.5540		
07/01/33	257,836.6260		
07/01/34	274,002.6300		
07/01/35	290,138.9820		
07/01/36	306,294.4920		
07/01/37	320,852.4240		
07/01/38	335,106.6480		
07/01/39	348,867.6300		
07/01/40	361,900.9140		
07/01/41	373,974.4200		
07/01/42	384,800.3160		
07/01/43	394,698.2340		
07/01/44	403,643.9820		
07/01/45	412,614.8640		
07/01/46	421,317.9300		

DBG ACCUMULATION THRESHOLD VALUES
(Section 3.3)

Monthly Processing Date	Value	Monthly Processing Date	Value
07/01/11	11,204.7800	07/01/46	710,408.4900
07/01/12	22,771.1100	07/01/47	723,899.2100
07/01/13	34,955.8600	07/01/48	736,732.1000
07/01/14	47,786.4900	07/01/49	748,850.6700
07/01/15	61,294.4500	07/01/50	760,207.6800
07/01/16	75,511.5600	07/01/51	770,707.5900
07/01/17	90,469.8300	07/01/52	877,795.8975
07/01/18	106,203.5500	07/01/53	986,055.0625
07/01/19	122,745.9400	07/01/54	1,000,000.0000
07/01/20	140,129.4100	07/01/55	1,000,000.0000
07/01/21	158,380.3300	07/01/56	1,000,000.0000
07/01/22	177,523.0300	07/01/57	1,000,000.0000
07/01/23	197,570.0100	07/01/58	1,000,000.0000
07/01/24	218,527.5900	07/01/59	1,000,000.0000
07/01/25	240,378.0300	07/01/60	1,000,000.0000
07/01/26	262,986.2000	07/01/61	1,000,000.0000
07/01/27	286,367.1000	07/01/62	1,000,000.0000
07/01/28	310,581.4500	07/01/63	1,000,000.0000
07/01/29	335,592.0200	07/01/64	1,000,000.0000
07/01/30	361,294.2500	07/01/65	1,000,000.0000
07/01/31	387,370.4100	07/01/66	942,960.1238
07/01/32	413,782.6800		
07/01/33	440,296.2200		
07/01/34	467,113.8200		
07/01/35	493,888.4600		
07/01/36	520,470.5500		
07/01/37	544,580.8300		
07/01/38	568,160.6700		
07/01/39	590,889.6200		
07/01/40	612,379.4100		
07/01/41	632,238.0400		
07/01/42	650,070.6300		
07/01/43	666,360.8400		
07/01/44	681,202.2600		
07/01/45	696,045.6200		

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

Policy Number {00 000 000}

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SECTION 1. THE CONTRACT

1.1 LIFE INSURANCE BENEFIT

The Northwestern Mutual Life Insurance Company ("Company") will pay the Life Insurance Benefit on the death of the second of the Insureds to die ("the second death") while this policy is in force. No Benefit is payable on the death of the first of the Insureds to die. Subject to the terms and conditions of the policy, the payment of the Life Insurance Benefit will be:

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

The amount of the Life Insurance Benefit will be:

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

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

1.2 NOTICE AND PROOF OF DEATH

Written notice and proof of death of each Insured must be given to the Company as soon as reasonably possible after each death.

1.3 ENTIRE CONTRACT; CHANGES

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

1.4 INCONTESTABILITY

In the absence of fraud, the Company will not contest this policy after the policy has been in force, during the lifetime of at least one of the Insureds, for two years from the Date of Issue or for two years from the effective date of a reinstatement (Section 4.4). After two years, the Company may contest this policy for fraudulent mis-

statements as allowed by the law of the state in which this policy was delivered or issued for delivery. In issuing the insurance, the Company has relied on the application(s). While the insurance is contestable, the Company, on the basis of a misstatement in the application(s), may rescind the insurance or deny a claim.

1.5 SUICIDE

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

1.6 POLICY DATE AND DATE OF ISSUE

Monthly processing dates and policy months, years and anniversaries are computed from the Policy Date. The contestable and suicide periods begin with the Date of Issue. These dates are shown on page 3.

1.7 MISSTATEMENT OF AGE OR SEX

If the age or sex of either of the Insureds has been misstated, the Death Benefit Guarantee Balance and the Policy Value will be recalculated from the Policy Date using the deductions and charges described in Sections 3.3 and 6.4 based on the correct age and sex. If both of the Insureds have died and the recalculation would result in the termination of the policy before the date of the second death, the lesser of (a) any Monthly Policy Charges due, or (b) the amount needed to restore the Death Benefit Guarantee as of the date of the second death will be deducted from the Death Benefit. If the second death has not occurred and the recalculation results in the Death Benefit Guarantee not being in effect and Monthly Policy Charges being due, then the Company will allow for the payment of an amount necessary to keep the policy in force. The minimum amount that must be paid is the lesser of (a) and (b) where:

- (a) is the amount needed to cover the Monthly Policy Charges that are due, and
- (b) is the amount needed to restore and maintain in effect the Death Benefit Guarantee (as provided in Section 3.3).

1.8 PAYMENTS BY THE COMPANY

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

1.9 REPORTS TO OWNER

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

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

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

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

1.10 PROCESSING REQUIREMENTS

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

SECTION 2. OWNERSHIP

2.1 THE OWNER

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

2.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this policy by providing the Company with written proof of the transfer and supplying the information in a form that is acceptable to the Company, including supplying any required information about the new Owner. The Company will not be responsible to a subsequent Owner for any payment or other action taken by the Company until the above information is received at the Home Office in a form acceptable to the Company. The transfer will then take effect as of the date the transfer form was signed. The Company may require that the policy be sent to it for endorsement to show the transfer.

2.3 NAMING AND CHANGING A SUCCESSOR OWNER

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

2.4 COLLATERAL ASSIGNMENT

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

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

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

SECTION 3. DEATH BENEFIT

3.1 DEATH BENEFIT

The Death Benefit before the Age 121 Date shown on page 3 is the greater of:

- the Specified Amount; or
- the Minimum Death Benefit.

The Death Benefit on and after the Age 121 Date will be equal to the Specified Amount. The Specified Amount is shown on page 3.

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

3.2 DECREASES IN SPECIFIED AMOUNT

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

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

The Company reserves the right to not allow a decrease of the Specified Amount below an amount for which the Death Benefit Guarantee Balance would be sufficient to keep the Death Benefit Guarantee in effect to the Age 121 Date (shown on page 3) as provided in Section 3.3.

3.3 DEATH BENEFIT GUARANTEE

Death Benefit Guarantee (DBG). This policy is guaranteed to remain in force as long as the Death Benefit Guarantee is in effect. The Death Benefit Guarantee will be in effect unless:

- the Death Benefit Guarantee Balance is less than zero; or
- the Cash Surrender Value is less than the current Monthly Policy Charge and there is Policy Debt.

If the planned premiums are paid in the amounts and on the dates shown on page 3, the Death Benefit Guarantee Balance will not be less than zero for the period shown on page 3.

DBG Balance (Balance). The Balance is used only for the purpose of determining whether the Death Benefit Guarantee is in effect; the Balance is not an amount that is available for any other purpose, such as for loans or surrenders. The amount of the Balance is determined on the Policy Date and on each monthly processing date after that.

On the Policy Date, the Balance is equal to the premium paid minus the sum of the DBG Premium Deduction (shown on page 7) and the DBG Monthly Deduction.

On each monthly processing date after the Policy Date, the Balance is equal to what it was on the previous monthly processing date:

- plus any premium paid after the previous monthly processing date and up to and including the current monthly processing date less the DBG Premium Deduction;
- minus the DBG Monthly Deduction; and
- increased by the DBG Accumulation Amount if the DBG Accumulation Value is positive or decreased by the DBG Accumulation Amount if the DBG Accumulation Value is negative.

The DBG Accumulation Amount varies based on the DBG Accumulation Value.

The DBG Accumulation Value is:

- the Balance on the prior monthly processing date;
- plus premiums paid after the last monthly processing date but prior to the current monthly

processing date less the DBG Premium Deduction.

If the DBG Accumulation Value is positive, then the DBG Accumulation Amount is the sum of:

- the DBG Accumulation Factor One multiplied by the DBG Accumulation Value up to the DBG Accumulation Threshold Value; and
- the DBG Accumulation Factor Two multiplied by the excess, if any, of the DBG Accumulation Value over the DBG Accumulation Threshold Value.

If the DBG Accumulation Value is negative, then the DBG Accumulation Amount is the DBG Accumulation Factor One multiplied by the DBG Accumulation Value. This product will be a negative value.

The DBG Accumulation Factor One and DBG Accumulation Factor Two are shown on page 7. The DBG Accumulation Threshold Values are shown on page 11.

DBG Monthly Deduction. The DBG Monthly Deduction is the sum of the following:

- the DBG Monthly Expense Deduction (shown on page 7); and
- the DBG Monthly Cost of Insurance Deduction.

The DBG Monthly Cost of Insurance Deduction is the DBG Insurance Rate times the net amount at risk. The DBG Insurance Rate is based on the policy year. In each policy year, either DBG Table A Insurance Rates or DBG Table B Insurance Rates will be applicable.

In the first policy year, the DBG Table A Insurance Rates apply. After the first policy year, on each policy anniversary, if the DBG Cost of Insurance Value is greater than or equal to the DBG Cost of Insurance Threshold Value, then the DBG Table A Insurance Rates will be applicable until the next policy anniversary. If the DBG Cost of Insurance Value is less than the DBG Cost of Insurance Threshold Value, then the DBG Table B Insurance Rates will be applicable until the next policy anniversary. The DBG Table A and Table B Insurance Rates and DBG Cost of Insurance Threshold Values are shown on pages 8, 9 and 10, respectively.

The DBG Cost of Insurance Value is equal to the DBG Accumulation Value increased by the DBG Accumulation Amount if the DBG Accumulation Value is positive or decreased by the DBG Accumulation Amount if the DBG Accumulation Value is negative. On the Policy Date, the net amount at risk is the Specified Amount divided by 1.0032737. On each subsequent monthly processing date, the net amount at risk is (a) minus (b) where:

(a) is the Death Benefit on the monthly processing date divided by 1.0032737; and

(b) is the result of the following:

- the DBG Accumulation Value on the monthly processing date;
- increased by the DBG Accumulation Amount if the DBG Accumulation Value is positive or decreased by the DBG Accumulation Amount if the DBG Accumulation Value is negative; and
- less the DBG Monthly Expense Deduction.

SECTION 4. PREMIUMS AND REINSTATEMENT

4.1 PREMIUM PAYMENT

All premiums after the first are payable at the Home Office or to a payment center designated by the Company. All payments must be made in United States dollars drawn from a United States financial institution. Premiums may be paid to the Company at any time and in any amount subject to the limitations described in Section 4.2. A receipt signed by an officer of the Company will be furnished on request.

If there is Policy Debt (Section 8.3), payments received at the Home Office will be applied to reduce Policy Debt unless designated as premium payments.

4.2 PREMIUM LIMITATIONS

Premiums may be paid to the Company at any time before the Age 121 Date shown on page 3. The minimum premium the Company will accept is shown on page 3.

The Company reserves the right to return any premium paid for this policy if, assuming no further premium payments are made, the Death Benefit Guarantee will remain in effect to the Age 121 Date shown on page 3 (as provided in Section 3.3).

A premium payment that would increase the policy's Death Benefit more than it increases the Policy Value will not be accepted.

4.3 GRACE PERIOD

If, on a monthly processing date:

- the Cash Surrender Value is less than the current Monthly Policy Charge; and

- the Death Benefit Guarantee is not in effect;

then a Grace Period of 61 days will be allowed for the payment of an amount necessary to keep the policy in force. The minimum amount that must be paid is the lesser of (a) and (b) where:

- (a) is the amount needed to cover the Monthly Policy Charges that are due during the Grace Period; and
- (b) is the amount needed to restore and maintain in effect the Death Benefit Guarantee (as provided in Section 3.3) during the Grace Period.

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

Adjustments to Death Benefit During Grace Period. If the second death occurs during the Grace Period, the lesser of (a) any Monthly Policy Charges due, or (b) the amount needed to restore the Death Benefit Guarantee as of the date of death, will be deducted from the Death Benefit.

4.4 REINSTATEMENT

If the policy has terminated under Section 4.3, the policy may be reinstated not more than three years after the date the policy terminated, subject to approval by the Company. This policy may not be reinstated if it is surrendered for its Cash Value or if either of the Insureds dies after the end of the Grace Period.

To reinstate the policy, the Company's insurability requirements must be met and a premium must be paid that is the lesser of (a) and (b) where:

- (a) is the amount that will pay for all Monthly Policy Charges that were due during the Grace Period, plus three times the Monthly Policy Charge due on the effective date of reinstatement; and
- (b) is the amount needed to restore and maintain in effect the Death Benefit Guarantee on the current monthly processing date and on each of the subsequent two monthly processing dates.

Reinstatement Insurability Requirements. These requirements are:

- evidence of insurability is given that is satisfactory to the Company; and
- under the Company's underwriting standards, both Insureds are in the same underwriting

classification as, or in a better underwriting classification than, they were on the Date of Issue, or if only one Insured was alive at the end of the Grace Period, that Insured is in the same underwriting classification as, or in a better underwriting classification than, that Insured was in on the Date of Issue.

On the date the policy is reinstated, the Policy Value will be equal to the amount paid minus the sum of (a) the Premium Expense Charge, and (b) the sum of all Monthly Policy Charges that were due and unpaid before the end of the Grace Period and the Monthly Policy Charge on the effective date of reinstatement. Any Policy Debt on the date of lapse, if not repaid at the time the policy is reinstated, will be reinstated and added to the Policy Value. The surrender charge schedule shown on page 4 will apply to the reinstated policy as if the policy had remained in force between the Policy Date shown on page 3 and the effective date of reinstatement.

If the Company approves the application for reinstatement, the effective date of reinstatement will be the first monthly processing date following receipt at the Home Office of the reinstatement application; except if the application is received on a monthly processing date then the reinstatement will be effective on that date.

SECTION 5. DIVIDENDS

5.1 ANNUAL DIVIDENDS

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

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

5.2 USE OF DIVIDENDS

Annual dividends, if any, will be paid in cash.

5.3 DIVIDEND AT DEATH

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

SECTION 6. POLICY VALUE AND CONTRACT FUND VALUE

6.1 POLICY VALUE

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

6.2 CONTRACT FUND VALUE

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

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

On the Policy Date, the Contract Fund Value is equal to the premium paid minus the sum of the Premium Expense Charge and Monthly Policy Charge.

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

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

and minus any of these items applicable for the current day:

- Premium Expense Charge;
- Monthly Policy Charge; and
- policy loans.

6.3 PREMIUM EXPENSE CHARGE

When a premium is paid, the Premium Expense Charge is deducted from the Contract Fund Value.

The Premium Expense Charge will not exceed the maximum charge shown on page 4.

6.4 MONTHLY POLICY CHARGE

The Monthly Policy Charge consists of the following:

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

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

SECTION 7. CASH SURRENDER VALUE AND SURRENDER

7.1 CASH SURRENDER VALUE

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

7.2 SURRENDER

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

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

7.3 BASIS OF VALUES

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

SECTION 8. LOANS

8.1 POLICY LOANS

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

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

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

8.2 LOAN VALUE

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

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

8.3 POLICY DEBT

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

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

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

8.4 LOAN INTEREST

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

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

8.5 DEFERRAL OF PAYMENTS

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

SECTION 9. BENEFICIARIES

9.1 DEFINITION OF BENEFICIARIES

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

9.2 NAMING AND CHANGE OF BENEFICIARIES

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

- before the second death; or
- during the first 60 days after the second death, if the second Insured to die was not the Owner at the time of his or her death. A change made during this 60 days may not be revoked.

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

9.3 SUCCESSION IN INTEREST OF BENEFICIARIES

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

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

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

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

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

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

9.4 TRUSTEE AS BENEFICIARY

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

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

9.5 GENERAL

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

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

SECTION 10. PAYMENT OF POLICY BENEFITS

10.1 PAYMENT OF PROCEEDS

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

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

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

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

10.2 PAYMENT PLANS

Payment Plan Elections.

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

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

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

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

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

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

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

Minimum Payment. The Company may limit the election of a payment plan to one that results in payments of at least \$50. If payments under a payment plan are or become less than \$50, the

Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the payment plan.

Payment Plan Offerings.

The Company will make available the following payment plans:

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

The Company may offer additional payment plans.

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

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

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

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

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

Payment Plan Rates. Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates, on the date that the payment plan takes effect, for a single premium immediate annuity contract. Payments under these rates will not be less than the amounts that are described in Minimum Payment Rates.

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

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

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

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

MINIMUM PAYMENT RATE TABLES

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

SINGLE LIFE INCOME PLAN

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

JOINT AND SURVIVOR LIFE INCOME PLAN

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

* See Section 10.2

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

Agent

Address

Telephone

It is recommended that you ...

read your policy.

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

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

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

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

Important Notice Concerning Statements in the Application for Your Insurance

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

Election of Trustees

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

**FLEXIBLE PREMIUM ADJUSTABLE SURVIVORSHIP LIFE INSURANCE POLICY
INSURANCE PAYABLE ON SECOND DEATH**

Participating

Flexible premiums.

TT.SUL.G.(0711)

AR



POLICY SPLIT PROVISION

Policy Split Right. While both Insureds are alive, the Owner may exchange this policy for two policies (the "new policies"), one on the life of each Insured, if a change in federal estate tax law is enacted while this policy is in force which results in any of the following:

- a. the permanent repeal of the unlimited marital deduction provision;
- b. a permanent reduction of at least half in the maximum percentage rate set forth in the federal estate tax schedule in effect with respect to an estate if the decedent had died on the Date of Issue of this policy; or
- c. the permanent repeal of the estate tax law.

This exchange may be made without evidence of insurability. This exchange is not available on or after the policy anniversary nearest to the older Insured's 85th birthday or if the rate classification shown on page 3 is joint insurable for either Insured.

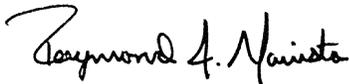
Conditions. The exchange may be made by meeting any conditions set by the Company, including the following:

- a. the Company must receive a written request from the Owner no more than 180 days after the date of enactment of a law containing any one, or any combination, of the provisions described in (a) through (c) above; and
- b. any required costs are paid.

Termination. This Policy Split Provision will terminate on the 181st day after the enactment of any one, or any combination, of the provisions described in (a) through (c) above.

Terms of the New Policies. The new policies will be issued on any life insurance plan agreed to by the Owner and the Company. The new policy on each Insured will be issued at the rate classification shown on page 3 for that Insured. The new policies will have the same Date of Issue and Policy Date as this policy. The new policies will take effect on the first monthly processing date following receipt at the Home Office of the written request to exchange this policy for the new policies; except if the written request is received on a monthly processing date, the new policies will take effect on that date. This policy will terminate when the new policies take effect.

The amount of the death benefit of each new policy will be one-half the amount of the death benefit of this policy. The Policy Value and Death Benefit Guarantee Balance of this policy will be allocated to each new policy as determined appropriate by the Company. Any policy debt will be divided between the new policies in proportion to their cash values. Any assignment will continue on the new policies.

[]

Secretary
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

POLICY APPLICATION SUPPLEMENT FOR
FLEXIBLE PREMIUM ADJUSTABLE SURVIVORSHIP LIFE INSURANCE POLICY
INSURANCE PAYABLE ON SECOND DEATH
THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
720 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

INSURED: _____ and _____

PLAN NAME: Northwestern Mutual Survivorship Universal Life - Guaranteed

POLICY:

Specified Amount: \$ _____

Illustrated Death Benefit Guarantee: _____

Planned Initial Premium: \$ _____

Planned Modal Premium: \$ _____

Planned Premium Mode: _____

Planned Premium Period: _____

Underwriting Amount: \$ _____

Illustrated Cumulative Premiums:

Years 1 - 5: \$ _____ Years 1 - 15: \$ _____

Years 1 - 10: \$ _____ Years 1 - 20: \$ _____

For Administrative Use Only

SUL-G, <Age, Sex, Issue Class Tobacco Status>

<Age, Sex, Issue Class Tobacco Status>

MEC Year _____

<State of Execution>

External 1035 Exchange \$ _____

Internal 1035 Exchange \$ _____

Non-1035 Exchange Lump Sum \$ _____

Illustrating FR # _____

Illustrated Policy Year _____

Rate Series _____

Policy Number _____

90-1.SUL-G.Supp.(0711)

UB2

Illustration No. _____

90-1.Supp.Rev.(0711) Page 1 of 2

Statement of Understanding for Custom Universal Life – Guaranteed
Flexible Premium Adjustable Life Insurance

Death Benefit Guarantee

I understand that in order to achieve the illustrated Death Benefit Guarantee duration, I must pay the illustrated premiums at the illustrated frequency, and payments must be received no later than the dates illustrated. For example, payments that are smaller, less frequent, or received later than illustrated may result in a shortened Death Benefit Guarantee duration.

I understand that the illustrated Death Benefit Guarantee duration, if less than age 121, may be extended if payments are larger, more frequent, or received earlier than illustrated.

Cash Value and Loans

I understand that this policy is not a cash accumulation vehicle. The sole purpose of this policy is the Death Benefit protection that it offers. If my intent is to build up cash surrender value, there are other permanent life insurance policies that would be better suited.

If there is Loan Value, I understand that I can borrow from the policy and that if I borrow from the policy (a) unpaid interest will be added to the loan balance and the Death Benefit will be reduced by the total loan balance; and (b) my policy values will be different than if I had not borrowed from the policy.

I understand that the Death Benefit Guarantee is not in effect while a policy loan is outstanding if the cash surrender value is less than the current Monthly Policy Charge.

Other Considerations

I understand that no dividends are expected to be paid on this policy.

I understand that reductions in the Specified Amount are the only allowable policy changes.

I understand that Northwestern Mutual will not accept any premium that causes this policy not to qualify as a life insurance policy under federal tax law.

If this policy is issued other than in the underwriting classification applied for, I will be notified by Northwestern Mutual. Before accepting the policy, I may request and review revised copies of any illustrations I relied upon in the decision to purchase.

Date: ___ / ___ / ___ Signature of Applicant: _____

SERFF Tracking Number: NWST-126994149 State: Arkansas
 Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number: 47823
 Company Tracking Number: TT.CUL.G.(0711) (2 OF 2)
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: TT.SUL.G.(0711)
 Project Name/Number: TT.SUL.G.(0711)/TT.SUL.G.(0711)

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
Flesch Readability Certification (SUL-G).pdf		
AR Cert (SUL-G).pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
The application to be used with this policy has been previously approved and the stamped, approved copy is attached below:		
90-1 L.I.(0108) ARKANSAS Approved 9/9/1997.		
Attachment:		
90-1 L.I. (0198) ARKANSAS .pdf		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: Not applicable		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment:		
SOV SUL G - AL AZ AR OR.pdf		

SERFF Tracking Number: NWST-126994149 State: Arkansas
Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number: 47823
Company Tracking Number: TT.CUL.G.(0711) (2 OF 2)
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: TT.SUL.G.(0711)
Project Name/Number: TT.SUL.G.(0711)/TT.SUL.G.(0711)

Item Status:

**Status
Date:**

Satisfied - Item: AR Reg 34 & Bul 11-83 Certificaiton

Comments:

Attachment:

AR Reg 34 & Bul 11-83 Act Cert (SUL-G).pdf

Item Status:

**Status
Date:**

Satisfied - Item: AR Rate Consent

Comments:

Attachment:

AR Rate Consent (SUL-G).pdf

READABILITY CERTIFICATION

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

<u>Form Number</u>	<u>Flesch Readability Score</u>
TT.SUL.G.(0711)	50.5
90-1.SUL-G.Supp.(0711)	51.5
TT.SULG.PS.(0711)	52.1

THE NORTHWESTERN MUTUAL
LIFE INSURANCE COMPANY



Ted A. Matchulat
Director Product Compliance

1/21/2011

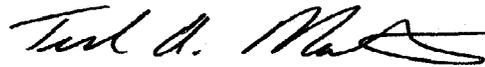
Date

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

Re: TT.SUL.G.(0711)
90-1.SUL-G.Supp.(0711)
TT.SULG.PS.(0711)

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

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



Ted A. Matchulat
Director Product Compliance

01/21/2011

Date

OWNER

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

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

RELATIONSHIP TO INSURED: _____ BIRTHDATE: _____
MONTH DAY YEAR

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

B. TAXPAYER IDENTIFICATION NUMBER: _____

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

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

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

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

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

6 RESERVED

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

7 NOTE: SMOKING QUESTIONNAIRE MAY BE REQUIRED.

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

B. If Advance Purchase, the event is: Marriage Birth of child Adoption of child
 NAME OF SPOUSE OR CHILD: _____
FIRST MIDDLE INITIAL LAST
 Date and place of marriage, birth or final decree of adoption: _____
MONTH DAY YEAR CITY STATE

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

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

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

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

INSURED (First, Middle Initial, Last)

Grid for Insured Name

POLICY NUMBER

Grid for Policy Number

POLICY APPLIED FOR

Main policy information section with 9, 10, 11, 12 numbered items and checkboxes for application supplement, plan, benefits, dividends, and interest rate options.

13 RESERVED / 14 RESERVED

BENEFICIARY

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

CONDITIONAL LIFE INSURANCE AGREEMENT

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

INSURANCE HISTORY

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

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

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

LIFE INSURANCE AMOUNTS

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

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

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

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

The agent must:

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

The applicant must answer the questions:

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

Will this insurance:

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

ADDITIONAL REMARKS

INSURED (First, Middle Initial, Last)

Grid for Insured Name

POLICY NUMBER

Grid for Policy Number

PERSONAL HISTORY QUESTIONNAIRE

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

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

If other:

Type of Visa _____ Visa Number _____

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

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

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

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

B. Employers Name: _____

Address: _____

City, State, Zip Code: _____

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

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

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

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

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

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

B. In the past 5 years, has the Insured been in a motor vehicle accident, has the Insured been charged with a moving violation of any motor vehicle law, or has the Insured's driver's license been restricted, suspended or revoked? If yes, complete the chart below.

[] Yes [] No

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

ADDITIONAL REMARKS

Large empty box for additional remarks

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

It is agreed that:

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

INSURED'S AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

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

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

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

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

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

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

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

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

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

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

Signature of OWNER (if other than Applicant or Insured)

Signature of LICENSED AGENT

Signature of APPLICANT

Signed by Applicant at _____
CITY, COUNTY, & STATE

Date signed by Applicant _____
MONTH DAY YEAR

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

Statement of Variability
TT.SUL.G.(0711)

Variable information is denoted by brackets.

Officer Names & Titles	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Right To Return Policy	If a replacement policy: “Right To Return Policy--Please read this policy carefully. The policy may be returned by the Owner for any reason within thirty days after it was received. The policy may be returned to the Northwestern Mutual agent who sold it to you or to the Company at 720 E. Wisconsin Avenue, Milwaukee, WI 53202 ("Home Office"), 414-271-1444. If returned, the policy will be considered void from the beginning. Any premium paid will be refunded.”
Date of Issue	This will vary depending on when the policy is issued.
Specified Amount	This will vary depending on the amount elected by the owner.
Planned Initial Premium	This will vary depending on the amount elected by the owner.
Planned {mode} Premium	Premium modes: monthly and annual.
Planned Premium Period	This will vary depending on the period elected by the owner. Premiums can be paid to the younger Insured's age 121.
Date through which death benefit guarantee will be in effect if planned premiums are paid	This will vary depending on the planned premium amount and planned premium period.
Age 121 Date	This is the anniversary nearest the 121 st birthday of the younger Insured.
Threshold Premium	This will vary depending on the age, sex, and rate classification of the insured, as well as the specified amount and the date the application is signed.

Rate Classification	<ul style="list-style-type: none"> • Premier <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco • Preferred <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco • Standard Plus <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco • Classified <ul style="list-style-type: none"> ○ Non-Tobacco ○ Occasional Tobacco ○ Tobacco
Direct Beneficiary	This will vary depending on who is selected as the direct beneficiary.
Owner	This will vary depending on who the owner is.
Insured	This will vary depending on who the insureds are.
Age and Sex	This will vary depending on the age and sex of the insureds. Ages range from 40 to 85.
Policy Date	This will vary depending on when the policy is issued.
Policy Number	This will vary depending on the policy number assigned.
Table of Net Single Premiums	The table displays net single premiums for monthly processing dates beginning on the policy date through younger insured's age 121.
DBG Premium Deduction	5% - 50%. This will vary depending on the age, sex, and rate classification of the insured, as well as the date the application is signed.
DBG Monthly Expense Deduction	\$0 - $(\$55 + 6\% * \text{specified amount}/1000)$. This will vary depending on the age and rate classification of the insured, as well as the specified amount, policy year, and the date the application is signed.
DBG Accumulation Factor One	An annual effective rate of 2%-15%. This will vary depending on the date the application is signed.

DBG Accumulation Factor Two	An annual effective rate of 1%-15%. This will vary depending on the date the application is signed.
DBG Table A Insurance Rates	\$0.00 - \$0.0833333333 per \$1.00 of net amount at risk. These monthly rates will vary depending on the age, sex, and rate classification of the insured, as well as the policy year and the date the application is signed.
DBG Table B Insurance Rates	\$0.00 - \$0.0833333333 per \$1.00 of net amount at risk. These monthly rates will vary depending on the age, sex, and rate classification of the insured, as well as the policy year and the date the application is signed.
DBG Cost of Insurance Threshold Values	This will vary depending on the age, sex, and rate classification of the insured, as well as the specified amount, policy year, and the date the application is signed.
DBG Accumulation Threshold Values	This will vary depending on the age, sex, and rate classification of the insured, as well as the specified amount, policy year, and the date the application is signed.

CERTIFICATION

I certify that contract form TT.SUL.G.(0711) complies with Regulation 34 and Bulletin 11-83.

THE NORTHWESTERN MUTUAL
LIFE INSURANCE COMPANY

Lisa C. Gandrud

Lisa C. Gandrud, F.S.A., M.A.A.A.
Senior Actuary

January 28, 2011

Date

CONSENT TO SUBMIT RATES
AND/OR COST BASES FOR APPROVAL

The Northwestern Mutual Life Insurance Company (“Company”) of Milwaukee, Wisconsin does hereby consent and agree

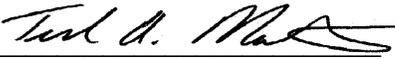
- A) that all premium rates and/or cost bases both “maximum” and “current or projected”, used in relation to policy form number TT.SUL.G.(0711)

must be filed with the Insurance Commissioner for the State of Arkansas (“Commissioner”) at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

or

- B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

By 

Ted A. Matchulat
Director Product Compliance

January 28, 2011
Date