## Filing at a Glance

Company: RiverSource Life Insurance Company

Product Name: Variable Annuities
TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable
Sub-TOI: A02.1G.002 Flexible Premium
Filing Type: Form

SERFF Tr Num: AEMN-127620467
SERFF Status: Closed-Approved-Closed
Co Tr Num: 411333AR2

Authors: Linda Elston, Susan Schmidt
Date Submitted: 09/09/2011

State: Arkansas
State Tr Num: 49751

State Status: Approved-Closed
Reviewer(s): Linda Bird
Disposition Date: 09/14/2011

Disposition Status: Approved-Closed
Implementation Date:

Implementation Date Requested: 03/01/2012
State Filing Description:

## General Information

Project Name: Group TSA
Project Number: 411333
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Group Market Type: Employer
Filing Status Changed: 09/14/2011
State Status Changed: 09/14/2011
Created By: Linda Elston
Corresponding Filing Tracking Number: AEMN-127379657

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments: Submitted to our domicile state of Minnesota on 9/7/2011.
Market Type: Group
Group Market Size: Small and Large
Overall Rate Impact:

Deemer Date:
Submitted By: Linda Elston

Filing Description:
Form No. 411335 Group TSA Master Contract for L-Share
Form No. 411335-DPTSA4 – Master TSA Data page for L-Share (RiverSource® Retirement Group Annuity IV)
Form No. 411336 – TSA Group Certification for L-Share
Form No. 411336-DPTSA 4 – Certificate Data Page for L-Share (RiverSource® Retirement Group Annuity IV)
Form No. 411347 – Master Contract Application for RiverSource® Retirement Group Annuity IV
Form No. 411348 – Group Enrollment Form for RiverSource® Retirement Group Annuity IV

We are submitting the above referenced group flexible premium deferred fixed and variable annuity forms for the Department's review and approval. Being variable annuity forms subject to S.E.C. registration, they are exempt from state and NAIC model readability requirements. These forms are new and will not replace any existing forms, and they contain no unusual or possibly controversial items from normal company or industry standards.

These forms are designed for use with employer groups in the Internal Revenue Code Section 403(b) Tax-Sheltered Annuity (TSA), non-ERISA market. Form 411335 is an allocated group contract. Certificate form 411336 will be individually solicited by licensed agents appointed by RiverSource Life Insurance Company. I certify that the contract will only be sold by registered representatives.

Loans are available under the contract, subject to the terms of the Employer's TSA program. The fixed account minimum interest rate can change at our discretion for new issues of the contracts and certificates. It will always be between 1 and 3 percent. Once set, the fixed account guaranteed minimum interest rate will not be re-determined for an existing certificate.

L-SHARE GROUP MASTER CONTRACT AND CERTIFICATION FORM AND DATA PAGE.
Form 411335 is the group master contract for the employer, and form 411336 is the group certificate for participants in the group. The certificate is nearly identical to the master contract. This contract contains a five-year, certificate year based surrender charge schedule. Waivers of the surrender charge are available for eligible nursing home, hospital confinement, terminal illness diagnosis and required minimum distributions. The fixed account for this contract has a Regular Fixed Account available for new purchase payment allocation and for transfers, in addition to a Special DCA and Loan Account. The variable account offers the same variety of subaccounts. The actuarial memorandums submitted with this filing contain detailed product benefit and charge descriptions.

A second submission (AEMN-127379657) contains a set of group contract, certificate, data page, application and enrollment forms for a version of the product with no surrender charges.

GUARANTEE PERIOD ACCOUNTS ENDORSEMENTS.
Form 411339 endorsement for the group master contract for the employer and form 411340 certificate endorsement for participants of the group are pending in the separate filing (SERFF filing number AEMN-127379657) and will be used with the submitted contract and certificate forms. The endorsement provides Guarantee Period Accounts to the base contract. The Guarantee Period Accounts (GPAs) are part of a non-unitized separate account established by the company.

GROUP APPLICATION and ENROLLMENT FORM
Application form 411347 and enrollment form 411348 are product specific. The application is NOT part of the contract.

Participants will complete and submit the Group Subaccount Allocation Form 411337, pending in the separate filing (SERFF filing number AEMN-127379657) to select fund(s) for allocation of purchase payments.

The application and enrollment forms may in the future be available in electronic format and allow the client the choice of applying an electronic signature to the form.  If and when the forms are so enabled, they will appear in PDF or other electronic format and will provide the client the choice of applying an electronic signature to the form. If that option becomes available, we certify that the electronic signature protocols to be used with the application form will be compliant with the Electronic Signatures in Global and National Commerce Act (ESIGN), and state Uniform Electronic Transaction Act (UETA) laws.

An Actuarial Memorandum is included in this submission under Supporting Documentation.

Statements of Variability are also included with the forms. Variability is denoted by brackets on the submitted forms and will enable their general use among varying employer groups. Variations for the bracketed items are explained in the Statements of Variability. Our design with respect to the forms is to permit variations within the parameters of the Statement of Variability while minimizing filing whenever a new variation is implemented.

We look forward to the Department's approval of these forms. If you have any questions, please feel free to call me at (612) 671-6267.

## Company and Contact

**Filing Contact Information**

Linda Elston, Sr. Contract Analyst
9550 Ameriprise Financial Center
H25/9550
Minneapolis, MN 55474

Linda.Elston@ampf.com
612-671-6267 [Phone]
612-671-3866 [FAX]

**Filing Company Information**

RiverSource Life Insurance Company
9550 Ameriprise Financial Center
H25/9550
Minneapolis, MN  55474
(612) 671-2465 ext. [Phone]

CoCode: 65005
Group Code: 4
Group Name:
FEIN Number: 41-0823832

State of Domicile: Minnesota
Company Type: Life
State ID Number:

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## Filing Fees

| | | | |
|---|---|---|---|
| *SERFF Tracking Number:* | *AEMN-127620467* | *State:* | *Arkansas* |
| *Filing Company:* | *RiverSource Life Insurance Company* | *State Tracking Number:* | *49751* |
| *Company Tracking Number:* | *411333AR2* | | |
| *TOI:* | *A02.1G Group Annuities - Deferred Non-Variable and Variable* | *Sub-TOI:* | *A02.1G.002 Flexible Premium* |
| *Product Name:* | *Variable Annuities* | | |
| *Project Name/Number:* | *Group TSA/411333* | | |

| | |
|---|---|
| Fee Required? | Yes |
| Fee Amount: | $300.00 |
| Retaliatory? | Yes |
| Fee Explanation: | $50 per form X 6 forms = $300. The filing fee for this submission in our domicile state of Minnesota is $250.00. Arkansas's fee is higher. |
| Per Company: | No |

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---|---|---|---|
| RiverSource Life Insurance Company | $300.00 | 09/09/2011 | 51442630 |

# Correspondence Summary

## Dispositions

| Status | Created By | Created On | Date Submitted |
|---|---|---|---|
| Approved-Closed | Linda Bird | 09/14/2011 | 09/14/2011 |

# Disposition

Disposition Date: 09/14/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

| | | | |
|---|---|---|---|
| *SERFF Tracking Number:* | *AEMN-127620467* | *State:* | *Arkansas* |
| *Filing Company:* | *RiverSource Life Insurance Company* | *State Tracking Number:* | *49751* |
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| *TOI:* | *A02.1G Group Annuities - Deferred Non-Variable and Variable* | *Sub-TOI:* | *A02.1G.002 Flexible Premium* |
| *Product Name:* | *Variable Annuities* | | |
| *Project Name/Number:* | *Group TSA/411333* | | |

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|---|---|---|---|
| **Supporting Document** | Flesch Certification | | Yes |
| **Supporting Document** | Application | | Yes |
| **Supporting Document** | Life & Annuity - Acturial Memo | | No |
| **Supporting Document** | Group Contract and Certificate forms Variable Materials | | Yes |
| **Supporting Document** | Group Master Application, Enrollment forms Statement of Variabilities | | Yes |
| **Form** | TSA Master Contract - L-Share | | Yes |
| **Form** | Master Contract Data Page - L-Share | | Yes |
| **Form** | TSA Group Certificate - L-Share | | Yes |
| **Form** | Certificate Data Page - L-Share | | Yes |
| **Form** | Master Contract Application | | Yes |
| **Form** | Group Enrollment Form | | Yes |

# Form Schedule

**Lead Form Number: 411333**

| Schedule Item Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|---|---|---|---|---|---|---|---|
| | 411335 | Policy/Contract/Fraternal Certificate | TSA Master Contract - L-Share | Initial | | 0.000 | 411335 L-Share Contract.pdf |
| | 411335-DPTSA4 | Data/Declaration Pages | Master Contract Data Page - L-Share | Initial | | 0.000 | 411335-DPTSA4.pdf |
| | 411336 | Certificate | TSA Group Certificate - L-Share | Initial | | 0.000 | 411336 L-Share Certificate.pdf |
| | 411336-DPTSA4 | Data/Declaration Pages | Certificate Data Page - L-Share | Initial | | 0.000 | 411336-DPTSA4.pdf |
| | 411347 | Application/Enrollment Form | Master Contract Application | Initial | | 0.000 | 411347 Master Group Application TSA4 brkt.pdf |
| | 411348 | Application/Enrollment Form | Group Enrollment Form | Initial | | 0.000 | 411348 Enrollment Form TSA4 brkt.pdf |

# RiverSource Life Insurance Company

70100 Ameriprise Financial Center
Minneapolis, MN 55474

1-800-862-7919

RiverSource Annuities

# Group Deferred 403(b) Annuity Contract

This is a group deferred annuity contract. It is a legal contract between the Contract Holder, as the owner, and Us, RiverSource Life Insurance Company, a stock company, Minneapolis, Minnesota. **PLEASE READ YOUR CONTRACT CAREFULLY.**

RiverSource Life Insurance Company agrees to provide benefits to or on behalf of Participants or beneficiaries according to the terms and conditions provided in this contract and described in Certificates provided to each Participant. We issue this contract in consideration of the payment of the purchase payments for allocation to each Participant's Certificate Account as directed.

**ACCUMULATION VALUES AND ANNUITY PAYMENTS, WHEN BASED ON THE INVESTMENT RESULTS OF THE VARIABLE SUBACCOUNTS, ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. SEE THE ACCOUNTS: FIXED AND VARIABLE SECTION FOR VARIABLE ACCOUNT PROVISIONS.**

**OPTIONAL RIDER CHARGES MAY REDUCE A PARTICIPANT'S DEATH BENEFIT AMOUNT TO LESS THAN THE CERTIFICATE ACCOUNT VALUE. SEE THE PAYMENTS TO BENEFICIARIES PROVISIONS.**

**NOTICE OF THE PARTICIPANTS' RIGHT TO EXAMINE THE CERTIFICATE FOR TEN DAYS.** If for any reason a Participant is not satisfied with the Certificate, he or she may cancel enrollment in this contract by returning the Certificate to Us or Our agent within ten Days after receiving it.

- Upon such cancellation We will refund an amount equal to the sum of: (1) any purchase payments allocated to the Certificate Account, plus or minus any change in value, at the end of the Valuation Period during which We receive the Certificate; and (2) any premium tax charges paid.
- If the Participant's Certificate is intended to replace an existing contract or certificate, his or her right to examine the Certificate is extended to 30 Days.

The Participant's enrollment under the contract will then be considered void from the start.

Signed for and issued by RiverSource Life Insurance Company of Minneapolis, Minnesota, as of the Contract Date.

Secretary

President

- Employer Plan
- Group Deferred Annuity - Individual Participant Allocation
- Optional Fixed Dollar or Variable Accumulation Values and Variable Annuity Payments
- This Contract is Nonparticipating -- Dividends Are Not Payable
- Surrender Charges May Be Waived under Specified Conditions

# Guide to Contract Provisions

**Contract Data**..... Page 3
Important contract specifications, fund allocations, fees and charges, surrender charge schedule

**Definitions**..... Pages 4-6
Important words and meanings

**General Provisions**..... Pages 7-9
Entire Contract; Annuity Tax Qualification; Contract Modification; Plan Limitations; Discontinuance of Enrollment under this Contract; Incontestable; Benefits Based on Incorrect Data; State Laws; Reports to Participants; Evidence of Survival; Protection of Proceeds; Payments by Us; Voting Rights; Nonforfeitable; Contract Not Intended for Use with ERISA Plans; Optional Retirement Plan Provisions; Military Personnel Rights; IRS Levy

**Ownership and Beneficiaries** ..... Page 10
Contract Holder and Participant Rights; Change of Ownership; Beneficiary; Change of Beneficiary; Pre-election of an Annuity Payment Plan

**Payments to Beneficiaries**..... Pages 11-13
Spouse's Option to Maintain Certificate Account; Death of a Participant Before the Annuitization Start Date/Amount Payable Before the Annuitization Start Date; Death of a Participant or a Beneficiary Receiving Payments After the Annuitization Start Date

**Purchase Payments** ..... Pages 14-17
Purchase Payments; Additional Purchase Payments; Payment Limits; Allocation of Purchase Payments; Contributions/Excess Deferrals and Excess Contributions/ Vesting/Rollover Contributions into Certificate Accounts/Plan to Plan Transfers to Certificate Accounts/Contract Exchanges to Certificate Accounts/Mistaken Contributions/ Nondiscrimination Requirements; Discontinuance of Purchase Payments under this Contract; Privacy Policy

**Accounts: Fixed and Variable**..... Pages 18-20
The Fixed Account/Interest to be Credited; The Variable Account/Investments of the Variable Account/Valuation of Assets/Variable Account Accumulation Units/Variable Account Accumulation Unit Value/Net Investment Factor/ Mortality and Expense Risk Charge/Variable Account Administrative Charge/Annuity Unit Value

**Certificate Account Value** ..... Pages 21-23
Certificate Account Value; Certificate Account Value in the Variable Account; Certificate Account Value in the Regular Fixed Account; Certificate Account Value in the Special DCA Fixed Account; Certificate Account Value in the Loan Account; Certificate Administrative Charge; Premium Tax Charges; Transfers of Certificate Account Values; Dollar Cost Averaging; Special DCA Fixed Account

**Surrender Provisions**..... Pages 24-29
Surrender; Rules for Surrender of this Contract; Distributions from Certificate Accounts; Rules for Surrender of Certificate Accounts; Surrender Value; Surrender Charge; Waiver of Surrender Charges; Suspension or Delay in Payment of Surrender Amount; Waiver of Surrender Charges upon Hospital or Nursing Home Confinement; Waiver of Surrender Charges upon Terminal Illness Diagnosis; Surrender Restrictions Before a Participant's Age 59 1/2/Financial Hardship Distributions/Additional Restrictions on Distributions of Designated 403(b) Roth Accounts/Direct Rollover Distributions; Required Minimum Distributions/Multiple 403(b) Annuity Contracts and 403(b)(7) Custodial Accounts/Annuity Payment Plan Options; Qualified Domestic Relations Orders; Permissive Service Credit Transfers; Distributions Due to Termination of the Plan

**Certificate Account Loans**..... Pages 30-32
Loan Account; Loan Balance; Loan Payments/Military Service/Leave of Absence; Loan Defaults

**Annuity Provisions** ..... Pages 33-34
Annuity Payment; Change of Annuitization Start Date; Annuity Payment Plans; Plan Selection; Allocation of Certificate Account Values to Provide Fixed and Variable Payments; Fixed Annuity Payments; Variable Annuity Payments/Determination of the First Variable Annuity Payment/Variable Annuity Payments After the First Payment; Exchange of Annuity Units

**Tables of Annuity Payout Rates** ..... Pages 35-36
Tables showing amount of first Variable Annuity payment and the guaranteed Fixed Annuity payments for the various payment plans

# Definitions

The following words are used often in this contract. When We use these words, this is what We mean:

## Accumulation Unit
An Accumulation Unit is an accounting unit of measure. It is used to calculate each Participant's Certificate Account Value in the Variable Account prior to the application of amounts to an annuity payment plan.

## Annuitant, Joint Annuitant
The Annuitant is the Participant named in each Certificate on whose life periodic annuity payments depend. A Joint Annuitant can be named by a Participant when selecting a payment plan to apply on the Annuitization Start Date.

## Annuitization Start Date
For each Participant, the Annuitization Start Date is the date on which annuity payments begin as described in the Annuity Payment provision. This date is either as shown under Participants' Certificate Data or the date as changed as provided in this contract. Participants will be notified prior to the Annuitization Start Date.

## Annuity Unit
An Annuity Unit is an accounting unit of measure. It is used to calculate the value of annuity payments from the variable subaccounts on and after each Participant's Annuitization Start Date.

## Attained Age
Attained Age is the number of whole years since birth, which is the same as the age as of a person's latest birthday, unless born on February 29.

## Certificate
The document for each Participant which describes the Participant's coverage under this contract. Each Certificate is a summary of a Participant's rights and obligations under the contract.

## Certificate Account
We establish an account for each Participant under this contract to maintain a record of purchase payments, transactions and values.

## Certificate Account Value
The value for each Certificate Account under this contract is the sum of the Participant's Certificate Account Value in the Regular Fixed Account, the Special DCA Fixed Account, the Loan Account and the Variable Account.

## Certificate Anniversary
The Certificate Anniversary is the same Day and month as the Certificate Date each year that a Certificate Account remains in force under this contract.

## Certificate Data
Certificate Data is the section of each Certificate that contains information specific to that Participant and his or her Certificate.

## Certificate Date
The Certificate Date is the date from which Certificate Anniversaries and certificate years are determined. The Certificate Date is shown under each Participant's Certificate Data.

## Code
The Code is the Internal Revenue Code of 1986, as amended, its regulations thereunder and/or promulgations of the Internal Revenue Service, as applicable.

## Contract Data
The Contract Data pages contain information specific to You and Your contract.

## Contract Date
The Contract Date is the date from which Contract Anniversaries and contract years are determined. Your Contract Date is shown under Contract Data.

## Contract Holder, You, Your
"Contract Holder," "You" and "Your" refer to the employer that owns this contract and has established and sponsors the Plan. The Contract Holder, as the employer, accommodates Elective Deferral Contributions and Nonelective Contributions made by or on behalf of Participants.

## Day
Unless specified otherwise, a Day is a calendar day.

### Designated Beneficiary
Designated Beneficiary is a beneficiary who meets the requirements of the term as defined under Section 401(a)(9) of the Code and any supporting regulations. For example, a non-natural person generally cannot be a designated beneficiary under these requirements.

### Elective Deferral Contributions
This refers to the aggregate of amounts a Participant or the Contract Holder, acting on the Participant's behalf, contributes to an elective deferral plan under any salary reduction agreement that conforms to Section 402(g) of the Code ("Pre-tax Contributions") and, if permitted under the Plan and accepted by Us, after-tax contributions that satisfy the requirements of Section 402A of the Code ("403(b) Roth Contributions"). To qualify as 403(b) Roth Contributions, such amounts must:

a. be irrevocably designated as 403(b) Roth Contributions;
b. not be excludable from gross income; and
c. be accounted for separately from all other contract contributions along with related gains and losses ("Designated 403(b) Roth Account").

### ERISA
Employee Retirement Income Security Act of 1974, as amended, and regulations thereunder.

### Fixed Account
The Fixed Account is part of our general account, which is made up of all Our assets other than those in any unitized separate account.

### Fixed Annuity
A Fixed Annuity is an annuity with payments which are guaranteed by Us as to dollar amount during the annuity payment period.

### IRS
The Internal Revenue Service, United States Department of the Treasury.

### Loan Account
The Loan Account is the Certificate Account Value needed to collateralize a loan from a Participant's Certificate Account.

### Loan Balance
The Loan Balance is the remaining principal amount plus any unpaid accrued interest charges.

### Nonelective Contributions
Any contributions made on a Participant's behalf under the Plan to this contract (or to other 403(b) funding instruments authorized under the Plan) that do not qualify as Elective Deferral Contributions or Roth 403(b) Contributions. Any corrective contributions made by the Contract Holder as part of a voluntary compliance program will not be a Nonelective Contribution unless specifically identified as such as part of the correction process.

### Participant
An eligible employee or other person named in the Certificate who is accepted for enrollment under the contract and is entitled to benefits under the Plan as determined and reported to Us by the Contract Holder.

### Plan
Plan refers to the written plan document established by the Contract Holder which meets the requirements of Section 403(b) of the Code.

## Regular Fixed Account
The Regular Fixed Account is an option within the Fixed Account to which Participants may allocate purchase payments and Certificate Account Values. The amounts allocated to the Regular Fixed Account will earn a specified rate of interest.

### QDRO
A qualified domestic relations order as defined in Section 414(q) of the Code.

### Required Beginning Date
The date distributions under each Participant's Certificate Account must commence as described in the Required Minimum Distributions provision.

### Special DCA Fixed Account
The Special DCA Fixed Account is an option within the Fixed Account to which Participants may allocate purchase payments. Purchase payment amounts Participants allocate to the Special DCA Fixed Account must be transferred within a specified period of time to selected variable subaccounts. The amounts allocated to the Special DCA Fixed Account earn a specified rate of interest until transferred out of the Special DCA Fixed Account.

## Tax Sheltered Annuity
A tax sheltered annuity as described in Section 403(b) of the Code.

## Valuation Date
A Valuation Date is each Day the New York Stock Exchange is open for trading. At the New York Stock Exchange close of business, the next Valuation Date begins.

## Valuation Period
A Valuation Period is the interval of time commencing at the New York Stock Exchange close of business on each Valuation Date and ending at the close of business on the next Valuation Date.

## Variable Account
The Variable Account consists of separate variable subaccounts to which each Participant may allocate Certificate Account Values including purchase payments. Each subaccount invests in shares of one fund. The variable subaccounts available on the Contract Date are shown under Contract Data. The value of a Participant's investment in each variable subaccount changes with the performance of the particular fund.

## Variable Annuity
A Variable Annuity is an annuity with payments which are not predetermined or guaranteed as to dollar amount and vary in amount with the investment experience of one or more of the variable subaccounts.

## We, Us, Our
Any reference to "We," "Us" or "Our" means RiverSource Life Insurance Company.

## Written Request
A Written Request is a request in writing, on a form acceptable to Us, signed by You or a Participant, as applicable, and delivered to Us at Our corporate office.

# General Provisions

## Entire Contract

This contract form and any attached endorsements or riders are the entire contract between You and Us.

The Plan is not part of this contract. This contract is subject to the terms of the Plan to the extent that the terms of the Plan are consistent with the terms of this contract and do not provide benefits for Participants or impose responsibilities or duties on RiverSource Life greater than those described in this contract.

No one except one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary) can change or waive any of Our rights or requirements under this contract. That person must do so in writing. None of Our other representatives or other persons has the authority to change or waive any of Our rights or requirements under this contract.

## Annuity Tax Qualification

This contract is intended to qualify as an annuity contract under Section 72 and other relevant sections of the Code for federal income tax purposes. It is also intended to qualify as a 403(b) Tax Sheltered Annuity under Section 403(b) of the Code. To that end, the provisions of this contract are to be interpreted to ensure or maintain such tax-qualification, despite any other provisions to the contrary. We reserve the right to unilaterally amend this contract as may be needed or is appropriate to maintain such tax qualification, subject to any necessary regulatory approval. We will send You a copy of any such amendments.

## Contract Modification

Except as set forth in the Annuity Tax Qualification provision above, this contract may be modified at any time by mutual agreement between You and Us. The modification must be signed by one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary).

For a modification We initiate that requires Your consent, We will notify You 60 Days in advance and consider that You have agreed to the modification unless We receive written notice that You do not agree at least 30 Days before the date the modification becomes effective.

## Plan Limitations

The provisions of this contract and the exercise of Participants' rights hereunder are subject to any conditions and/or limitations imposed by the Plan. We shall rely on representations made by the Contract Holder regarding the content and meaning of any provision of the Plan. Except with respect to contract fees and charges, where the terms of the Plan are inconsistent with this contract, the terms of the Plan shall govern unless such interpretation would cause this contract to fail to qualify as an annuity that satisfies the requirements of Section 403(b) of the Code.

## Discontinuance of Enrollment under this Contract

We may notify You that no new Participants will be enrolled under this contract on and after a specified date not earlier than 60 days after the date of the notice. Thereafter, only purchase payments for persons who are Participants on the specified date will be accepted under this contract, subject to any payment limitations in the contract. In all other respects this contract will continue to operate according to its terms.

## Incontestable

This contract and Certificates are incontestable from their date of issue.

## Benefits Based on Incorrect Data

If benefit amounts are determined by incorrect information regarding a person's age, payments under this contract will be adjusted. They will be based on what would have been provided at the correct birth date. Any underpayments made by Us will be made up promptly without interest. We reserve the right to recover any amounts overpaid from the Participant or the Participant's estate. If there are any future payments from the Certificate Account, overpayments made by Us will be subtracted, without interest, and/or as otherwise legally permissible.

## State Laws

This contract is governed by the law of the state in which it is delivered. The values and benefits of this contract are at least equal to those required by such state. Any paid up annuity, cash surrender or death benefits available under this contract are not less than the minimum benefits required by any law of the state in which this contract is delivered.

## Reports to Participants

At least once a year as of a date not more than four months previous to the date of mailing, We will send each Participant, without charge, statements showing (1) the Certificate Account Value as of the beginning and end dates of the period, (2) the Certificate Account's surrender value and any outstanding loan value as of the end date of the period, and (3) amounts credited or debited during the period, identified by type. These statements will also show any other information required under state or federal law.

We will also send a Participant, without charge, notice of current or other values upon request.

## Evidence of Survival

Where any payments under this contract depend on the recipient or Annuitant being alive on a certain date, We may require proof satisfactory to Us that such condition has been met. Such proof may be required prior to making the payments.

## Protection of Proceeds

Subject to any QDRO requirements, payments under this contract are not assignable by any beneficiary prior to the time they are due. To the extent allowed by law, payments are not subject to the claims of creditors or to legal process.

## Payments by Us

All sums payable by Us are payable at Our corporate office. Any payment or surrender from a variable subaccount is based on the variable subaccount value.

## Voting Rights

If federal law requires, We will give certain voting rights to contract owners. If You have voting rights, We will send You a notice telling You the time and place of a shareholder meeting. The notice will also explain matters to be voted upon and how many votes to which You are entitled.

## Nonforfeitable

This contract is established for the exclusive benefit of Participants and/or Participants' beneficiaries. Their interest is nonforfeitable and nontransferable and may not be waived, relinquished, or assigned, except as may be permitted under the Code, by law or applicable court order.

## Contract Not Intended for Use with ERISA Plans

This contract is not intended for use in connection with an employer sponsored plan that is subject to ERISA. We are not responsible for any obligations and requirements that arise under ERISA and any regulations or applicable guidance issued thereunder.

## Optional Retirement Plan Provisions

The provisions of this section are applicable only if the Plan is part of an Optional Retirement Program and/or state retirement system ("ORP") offered by certain governmental employers and You notify Us, in writing, that an ORP will modify Your Contract. For contracts that are not established in conjunction with an ORP, this section shall have no effect.

You agree that this contract shall be interpreted, to the extent possible, to comply with the terms and conditions of the ORP and any guidance provided thereunder, provided that We will not be responsible for complying with the requirements of any ORP until You notify Us, in writing that this contract is subject to an ORP, and provide information on the ORP to Us. The ORP often includes restrictions on certain contract features, such as imposing a vesting schedule on Nonelective Contributions, restricting the availability of loans or "in service" distributions and prohibiting contract or Certificate exchanges and distributions prior to a Participant's termination of employment or retirement. Rights and features of this contract will be restricted in accordance with the ORP to the extent required by applicable law.

## Military Personnel Rights

The Uniformed Services Employment and Reemployment Rights Act (USERRA), prohibits discrimination against persons because of their service in the Armed Forces Reserve, the National Guard, or other uniformed services. The Heroes Earning Assistance and Relief Act of 2008 (HEART) created additional rights for qualifying employees who leave employment or return to employment due to qualifying military service. Notwithstanding any other provisions in this contract, this contract may be interpreted to conform to the requirements of USERRA and HEART, as amended from time to time and as may be required by the Plan.

## IRS Levy

We may direct payment from a Participant's Certificate Account in accordance with a lawfully issued tax levy issued by the Internal Revenue Service with respect to the Participant.

# Ownership and Beneficiaries

## Contract Holder and Participant Rights

You may exercise all rights and privileges provided to the Contract Holder in this contract or allowed by Us.

Participants' rights under this contract are subject to the terms of this contract and the Contract Holder's Plan.

## Change of Ownership

This contract may not be sold, assigned, transferred, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than as may be required or permitted under Section 403(b) of the Code. This restriction shall not apply to any rights to a contract established by a QDRO.

## Beneficiary

Except as otherwise provided in this contract, beneficiaries are those designated by Participants, in accordance with applicable provisions of the Plan and the Code, to receive the death benefit described in the Certificate if a Participant dies while he or she is covered under this contract.

Only those beneficiaries who are living as of the date of death may share in the benefits, if any. Benefits will be paid to all primary beneficiaries surviving a Participant, in accordance with his or her last beneficiary designation on file. If none survive, proceeds will be paid to all surviving contingent beneficiaries. If there is no valid beneficiary designation or if no beneficiary survives, We will pay the benefits as follows:

- to the Participant's spouse, if living;
- if no spouse is living, to the Participant's lawful children per stirpes;
- if a Participant has no spouse or direct descendents, to his or her parents equally or the survivor, if living, otherwise to the Participant's estate.

## Change of Beneficiary

Unless otherwise restricted by the Plan, beneficiaries may be changed as described below.

**By Participant:** Participants may change their beneficiary at any time by Written Request or other method agreed to by Us. Once We receive a change, it will take effect as of the date of the request. However, We are not liable for any payment made by Us before the receipt.

**By Beneficiary:** If a death benefit provided under this contract becomes payable to a Participant's beneficiary (recipient) under an annuity payment plan, that recipient shall have the right to name, or later change, their own beneficiary by Written Request. If there is no valid beneficiary designation or if no beneficiary survives the recipient, We will pay any benefits due under the annuity payment plan following the death of the original beneficiary as follows:

- to the recipient's spouse, if living;
- if no spouse is living, to the recipient's lawful children per stirpes;
- if the recipient has no spouse or direct descendents, to the recipient's parents equally or the survivor, if living, otherwise to the recipient's estate.

## Pre-election of an Annuity Payment Plan

Subject to the requirements of Section 401(a)(9) of the Code and if agreed to by Us, Participants may elect how their death benefit under this contract is to be paid in the event of a Participant's death before the Annuitization Start Date. A Participant must make the election by Written Request or other method agreed to by Us. In this event the death benefit shall be payable as so elected by the Participant, rather than as requested by the beneficiary. If for any reason such election does not satisfy Section 72 of the Code or related distribution requirements, the election will be void and the beneficiary will then be permitted to elect payment pursuant to the provisions of the contract.

# Payments to Beneficiaries

## Spouse's Option to Maintain Certificate Account

In the event of a Participant's death, his or her spouse can take the death benefit or continue to maintain the Certificate Account, if eligible to become a Participant under this contract.

Election by the spouse to maintain the Certificate Account under this contract must be made by Written Request, or other method agreed to by Us, at the time We receive due proof of death. Upon spousal continuation the Certificate Account Value shall be equal to the death benefit that would otherwise have been paid. The spouse may make additional purchase payments to the Certificate Account subject to the provisions of this contract. Surrender charges under the continued Certificate Account shall not apply after the election by the spouse to maintain the Certificate Account.

## Death of a Participant Before the Annuitization Start Date

A death benefit is payable to the beneficiary if a Participant dies with a Certificate Account Value greater than zero and if the death occurs before the Participant's Annuitization Start Date.

Any amounts payable or applied by Us as described in this section will be based on the Participant's Certificate Account Value as of the Valuation Date on or next following the date on which We receive due proof of death at Our corporate office. Due proof of death includes all documents needed to complete a beneficiary's claim.

The death benefit for each beneficiary will be payable in a lump sum on the Valuation Date We receive due proof of death from that beneficiary. The beneficiary may elect to receive payment anytime within five years after the date of death.

Designated Beneficiaries may have additional options. In lieu of a lump sum, a Participant's Designated Beneficiary may elect to receive regular installment payments under one of the following options:

a. Any of the irrevocable annuity payment plans (A through E) described under Annuity Provisions in this contract, provided:
   (i) The Designated Beneficiary elects the payment plan within 60 Days after We receive notification of a Participant's death; and
   (ii) The payment plan provides payments over a period which does not exceed the life or life expectancy of the Designated Beneficiary and/or the payment plan selected provides for a period certain not extending beyond the life expectancy of the Designated Beneficiary; and
   (iii) The sole Designated Beneficiary is the Participant's surviving spouse, and the Participant's death occurs prior to his or her Required Beginning Date, payments will irrevocably commence by the later of December 31 of the calendar year following the calendar year of the Participant's death or December 31 of the calendar year in which he or she would have attained age 70 1/2; or

   The Designated Beneficiary is someone other than the surviving spouse, or the Participant's death occurs on or after his or her Required Beginning Date, payments will irrevocably commence no later than December 31 of the calendar year following the year of his or her death.

   If the Designated Beneficiary elects an annuity payment plan, such beneficiary shall be the Annuitant for purposes of a lifetime payment plan.

b. If, upon a Participant's death, the Designated Beneficiary does not elect one of the irrevocable annuity payment plans (A through E) described in the Annuity Provisions, or a single sum distribution, then the Designated Beneficiary may elect to receive payments according to an alternative plan as agreed to by Us provided:
   (i) the Designated Beneficiary elects the plan at the time We receive due proof of death;
   (ii) if the Participant's sole Designated Beneficiary is his or her surviving spouse, the Participant's entire interest will be distributed, beginning no later than the later of December 31 of the calendar year following the calendar year of his or her death or December 31 of the calendar year in which the Participant would have attained age 70 1/2, over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse (If the surviving spouse dies before distributions commence, the remaining interest will be distributed, beginning no later than December 31 following the calendar year of the surviving spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse.); or

if the Participant's sole Designated Beneficiary is someone other than his or her surviving spouse, the Participant's entire interest will be distributed, beginning no later than the end of the calendar year following the calendar year of his or her death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of such beneficiary as of his or her birthday in the year following the year of the Participant's death and reduced by 1 for each subsequent year;

(iii) if the Participant dies before his or her Required Beginning Date and there is no Designated Beneficiary, or if elected by the Designated Beneficiary, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of his or her death (or of the spouse's death if the Designated Beneficiary was the Participant's surviving spouse and the spouse dies before distributions are required to begin);

(iv) if a Participant dies on or after his or her Required Beginning Date and there is no Designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than December 31 of the calendar year following the calendar year of the Participant's death, over his or her remaining life expectancy determined using the Participant's age in the year of his or her death and reduced by 1 for each subsequent year; and

(v) life expectancy is determined using the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9, Q&A-1.

## Amount Payable Before the Annuitization Start Date

If a Participant is the ROPP Benefit Age (shown under Contract Data) or younger on the Certificate Date and if the Participant dies prior to their Annuitization Start Date with a Certificate Account Value greater than zero; then We will pay the beneficiary the greater of the following amounts:

1. the Certificate Account Value, after any rider charges have been deducted, minus any Loan Balance; or
2. the Return of Purchase Payment Value, minus any Loan Balance.

If a Participant is older than the ROPP Benefit Age (shown under Contract Data) on the Certificate Date and if the Participant dies prior to their Annuitization Start Date with a Certificate Account Value greater than zero; then We will pay the beneficiary the Certificate Account Value, after any rider charges have been deducted, minus any Loan Balance.

After a Participant's spouse elects to maintain the Certificate Account under the Spouse's Option to Maintain Certificate Account provision, he or she will have a death benefit as determined above based on the spouse's Attained Age at time of continuation.

**Return of Purchase Payment (ROPP) Value Definition:** On the Certificate Date the ROPP value is established as the total purchase payments made to the Certificate Account.

Adjustments are made to the ROPP value in the following circumstances:

1. Additional purchase payments will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After a Participant's spouse elects to maintain the Certificate Account, the ROPP value is reset to the Certificate Account Value on the date of continuation after any rider charges have been deducted and after any increases to the Certificate Account Value due to the death benefit that would otherwise have been paid.

**Adjustments for Partial Surrenders Definition:** "Adjustments for partial surrenders" are calculated for each partial surrender using the following formula:

$$\frac{a \times b}{c}$$ where:

**a** = the amount a Participant's Certificate Account Value is reduced by the partial surrender

**b** = the Participant's ROPP value on the date of (but prior to) the partial surrender

**c** = the Participant's Certificate Account Value on the date of (but prior to) the partial surrender.

## Death of a Participant or a Beneficiary Receiving Payments After the Annuitization Start Date

A Participant's death may produce a death benefit after his or her Annuitization Start Date. Payments cease for lifetime only payment plans. Payments continue to the Participant's beneficiaries for the remainder of any guarantee period or for the lifetime of a surviving Joint Annuitant, if any. The amount payable, if any, will depend on the annuity payment plan then in effect.

If a beneficiary elects an annuity payment plan as provided under the Payment Options provision above and dies after payments begin, payments continue to beneficiaries named by the deceased beneficiary as provided under the Change of Beneficiary provision for the remainder of any guarantee period.

In either circumstance, amounts remaining payable must be paid at least as rapidly as payments were being made at the time of such death.

# Purchase Payments

## Purchase Payments

Purchase payments are the payments made by or on behalf of Participants under this contract for the benefits it provides. Purchase payments must be paid or mailed to Us at Our corporate office or to an authorized agent. If requested, We'll give You or the Participant, as appropriate, a receipt for the purchase payments.

## Additional Purchase Payments

Subject to the Payment Limits provision below, additional purchase payments may be made until the earlier of:

1. the date a Participant's enrollment under this contract terminates by surrender or otherwise; or
2. the Participant's Annuitization Start Date.

Subject to the Payment Limits Provision, each Participant may:

1. stop and/or restart purchase payments; or
2. increase or decrease the amount of his or her purchase payments; or
3. change the interval of his or her purchase payments.

## Payment Limits

Maximum Purchase Payments - For each Participant, the maximum purchase payments in the first or later years may not exceed the lesser of:

1. amounts shown under Contract Data, based on the Participant's Attained Age at the time of payment, or
2. applicable limits allowed under the Code as described under the Contributions provision below and the Plan.

For item 1 above, We reserve the right to increase the maximums.

Additional Purchase Payments - The Contract Holder or Participant, as appropriate, may make additional purchase payments of at least the minimum amount shown under Contract Data. We reserve the right to increase the minimums.

Participants cannot allocate purchase payments to the Fixed Account for six months following: (1) a partial surrender from the Fixed Account; (2) a lump sum transfer from the Regular Fixed Account to another account; or (3) termination of automated transfers from the Special DCA Fixed Account prior to the end of the elected Special DCA time period.

## Allocation of Purchase Payments

Participants instruct Us on how purchase payments are to be allocated among the available accounts.

The percentage of any payment which may be allocated to the Regular Fixed Account is shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

Each Participant's allocation instructions as of the Certificate Date are shown under the Participant's Certificate Data. Unless any restrictions apply, a Participant may, by Written Request or other method agreed to by Us, change his or her choice of accounts or percentages. If the current allocation instructions include a fund to which allocations are restricted and the Participant does not provide new instructions, We will apply payments pro rata according to the valid portion of his or her allocation instructions. A Participant's first purchase payment will be allocated as of the end of the Valuation Period during which We make an affirmative decision to issue the Certificate. Purchase payments after the first will be allocated as of the end of the Valuation Period during which We receive the payment at Our corporate office.

# Contributions

Elective Deferral Contributions and Nonelective Contributions are purchase payments made to each Participant's Certificate Account subject to the applicable annual contribution limits. A Participant may not make Elective Deferral Contributions and/or Roth 403(b) Contributions to the Certificate Account which, when added to contributions that are made by the Participant or on his or her behalf to any other salary reduction arrangement that is subject to Section 402(g) of the Code, exceed the annual contribution limitations of Section 402(g) of the Code for each calendar year. If the Plan permits, this annual limit may be increased, however, if Participants are eligible for the special "catch up" limitations under Section 414(v) of the Code for Participants that are age 50 or older and the special limits applicable under Section 402(g)(7) of the Code for certain employees with long term service with the Employer, subject to the ordering rule of IRS Treas. Reg. 1.403(b)-4(c)(3)(iv). For any Participant, the sum of Elective Deferral Contributions (including Roth 403(b) Contributions) and Nonelective Contributions, if any, made during any year cannot exceed the limitations of Section 415(c) of the Code. If the Plan uses a plan year other than the calendar year, then the limitations under Section 415(c) of the Code shall apply to contributions made during the plan year as defined under the Plan. We are not responsible for tracking the aforementioned limits.

Notwithstanding the preceding, the limitations on contributions described in this provision shall not apply with respect to any purchase payment that qualifies as an "Eligible Rollover Distribution," as defined in Sections 403(b)(8) and 402(c)(4) of the Code, from another "Eligible Retirement Plan" as defined in Section 402(c)(8)(B) of the Code, or that is a plan to plan transfer of assets to a Participant's Certificate Account, or that is an exchange of contracts under applicable IRS guidance. A "Rollover" is a contribution by the Participant from an Eligible Retirement Plan that qualifies as an "eligible rollover distribution" under Section 402(c)(4) of the Code. A Rollover may also be made by means of a Direct Rollover. A "Direct Rollover" is a Rollover in which the proceeds of a distribution from another Eligible Retirement Plan are made directly into a Participant's Certificate Account and are not paid, in cash or in kind, to the Participant.

## Excess Deferrals and Excess Contributions

Excess Elective Deferral Contributions may be removed from a Participant's Certificate Account by April 15th of the calendar year following the year in which the excess Elective Deferral Contribution occurred, provided that You or the Participant notify Us of the excess no later than the March 31st immediately preceding such date. In the absence of such notice, We are not required to return any such excess to the Participant. If the excess includes both Roth 403(b) Contributions and pre-tax Elective Deferral Contributions, We will follow the Participant's instructions on which type of contributions to refund unless You provide contrary instructions for correcting Excess Deferrals that include both Roth 403(b) Contributions and pre-tax Elective Deferral Contributions. Excess Nonelective Contributions will be treated as segregated from the balance in a Certificate Account and treated as if held in a separate Certificate Account solely for the purpose of reporting it as a contribution under Section 403(c) of the Code. We may distribute these amounts at any time. To the extent that the IRS permits alternative corrections for excess Nonelective Contributions, such amounts may be corrected in accordance with permitted correction methodology and with the Plan. Notwithstanding the preceding, nothing in this contract shall prohibit Us from making corrective distributions in accordance with Your efforts to satisfy voluntary compliance programs established by the IRS to comply with 403(b) plan requirements.

## Vesting

Elective Deferral Contributions are always fully vested and nonforfeitable. Nonelective Contributions are generally fully vested and nonforfeitable; however, the terms of the Plan may impose a vesting schedule on Nonelective Contributions and, in such instance, a Participant's vesting rights in the Certificate Account will be determined in accordance with the Plan. You are responsible for tracking vesting and for providing Us with appropriate information at the time of distribution.

If We accept unvested Nonelective Contributions, such unvested amounts shall be treated as if held in a separate account from Participants' vested contributions in the Certificate Account solely for purposes of complying with the final IRS regulations applicable to such contributions to an annuity contract. According to Treas. Reg. 1.403(b) -3(d)(2), the portion of the Certificate Account that is vested and the portion of the Certificate Account that is unvested are treated as separate Certificate Accounts.

## Rollover Contributions into Certificate Accounts

Certificate Accounts may accept Rollovers from any Eligible Retirement Plan as defined in Section 402(c)(8)(B) of the Code to the extent the Certificate Account can accommodate such Rollovers in accordance with applicable requirements.

If this is a 403(b) Roth contract, Certificate Accounts may also accept Direct Rollovers into the designated 403(b) Roth account only from another designated 403(b) Roth account of a 403(b) annuity or 403(b)(7) custodial account, from a Roth 401(k) plan, or, if a Rollover by a Participant, the amount of the 403(b) Roth distribution that is includable in the Participant's gross income.

## Plan to Plan Transfers to Certificate Accounts

If permitted by the Plan, a Certificate Account may accept a plan to plan transfer of a Participant's interest in a 403(b) annuity contract and/or 403(b)(7) custodial account issued to the Participant under another employer's 403(b) plan only if:

a. the other 403(b) plan permits plan-to-plan transfers; and

b. the Participant is Your employee or former employee covered by the Plan under which this contract was issued; and

c. the Participant's accumulated benefit immediately after the transfer is at least equal to their accumulated benefit immediately before the transfer, without regard to normal contract fees, charges and expenses; and

d. the amount transferred into the Certificate Account must remain subject to distribution restrictions no less stringent than imposed by the transferring contract.

We may require any documentation from the other 403(b) plan as We deem necessary to process the transfer in accordance with Treas. Reg. section 1.403(b)-10(b)(3) and other applicable IRS guidance and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

## Contract Exchanges to Certificate Accounts

If permitted by the Plan, this contract may accept an exchange of 403(b) contracts and/or 403(b)(7) custodial accounts to a Participant's Certificate Account. Any such exchange is permitted only if:

a. the accumulated benefit of the Certificate Account immediately after the exchange is at least equal to the accumulated benefit of his or her 403(b) contract or 403(b)(7) custodial account immediately before the exchange; and

b. the Certificate Account remains subject to distribution restrictions no less stringent than those imposed by the 403(b) contract or 403(b)(7) custodial account sending the exchange; and

c. either We are included as an authorized 403(b) product provider under the Plan or We and the Contract Holder enter into an agreement to share information for 403(b) compliance purposes, including, but not limited to information on employment status, hardship distributions, loans, distributions, transfers and exchanges, 403(b) Roth contributions and contributions made to other authorized 403(b) product providers.

## Mistaken Contributions

If any amount is contributed into a Certificate Account under the Plan by a good faith mistake of fact, the mistaken contribution will be voided from the start and refunded to the party that made the contribution if a request is made by You or the administrator of the Plan and such request is received within one year after receipt of the mistaken contribution.

## Nondiscrimination Requirements

Purchase payments made by or on the Participants' behalf into the Plan are subject to the applicable nondiscrimination requirements of Section 403(b)(12) of the Code. You are responsible for monitoring the nondiscrimination requirements and resolving any failures to such requirements in accordance with the Plan and IRS guidance. Amounts contributed for a Participant that cause the 403(b) Plan to fail to satisfy such requirements may be refunded to You, in accordance with the Plan and IRS guidance.

## Discontinuance of Purchase Payments under this Contract

We reserve the right to discontinue accepting purchase payments under this contract with respect to all Participants after 60 Days written notice. In all other respects this contract will continue to operate according to its terms.

## Privacy Policy

We have a written privacy policy that governs disclosure of confidential information about You, Participants, Certificates and the contract. All Contract Holders and Certificate holders regularly receive a copy of that policy either by mail or electronically. However, as required by applicable law, We may be required to share certain information on Certificate Accounts, contracts, or Participants that may be necessary to ensure compliance with the terms of your Employer's Plan document, and/or IRS regulations. This information may be shared, as appropriate, with a plan administrator providing services to the Plan, other 403(b) product providers authorized under the Plan, the IRS, Department of Labor, internal and external auditors (as authorized by the Contract Holder) and other organizations as may be necessary under applicable law or regulatory guidance. Only information necessary to ensure compliance will be shared and only with the appropriate party.

# Accounts: Fixed and Variable

## The Fixed Account

The Fixed Account is part of Our general account. It is made up of all Our assets other than those in:

1. The Variable Account; and
2. Any other segregated asset accounts.

The Fixed Account consists of the Regular Fixed Account, Loan Account and Special DCA Fixed Account.

We back the principal and interest guarantees relating to the Fixed Account. Purchase payments, interest credited and transfers allocated to the Fixed Account become part of Our general account.

### Interest to be Credited

We will credit interest to the Fixed Account daily. We may credit interest to each Special DCA Fixed Account at promotional rates that are higher than those We credit to the Regular Fixed Account.. All interest rates We quote are effective annual interest rates - this refers to the rate that results after interest has been credited and compounded daily for a full year. Interest will begin to accrue at Our current crediting rate on the date each purchase payment, which is received in Our corporate office, becomes available to Us for use and on the date of any transfers to the Fixed Account. The current crediting rate is determined by Us and at Our discretion but will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data.

One year after receipt of each purchase payment or transfer, the rate for the payment or transfer amount, and its accumulated interest, may change. Interest will accrue at revised rates determined by Us and at Our discretion. These rates may be based on various factors including, but not limited to, the interest rate environment, returns earned on investments backing these annuities, the rates currently in effect for new and existing company annuities, product design, competition, and the company's revenues and expenses. However, the rate will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data. The interest rate for each purchase payment or transfer will never change more frequently than annually.

## The Variable Account

The Variable Account is a separate investment account of Ours. It consists of variable subaccounts which are named under Contract Data. We have allocated a part of Our assets for this and other contracts to the Variable Account. Such assets remain Our property. However, the portion of the assets which equals the reserves and other liabilities of the account(s) shall not be charged with liabilities arising out of any other business in which We may take part. Income, gains, and losses, whether or not realized from assets allocated to the Variable Account, are credited or charged to such account without regard to other income, gains or losses of the company.

### Investments of the Variable Account

Purchase payments and transfer amounts applied to the variable subaccounts will be allocated as specified by the Participants. Each variable subaccount will buy, at net asset value, shares of the fund for that variable subaccount shown under Contract Data or as later added or changed as described below.

We may change the funds from which the variable subaccounts buy shares if laws or regulations change, the existing funds become unavailable or, in Our judgment, the funds are no longer suitable for the variable subaccounts. We have the right to substitute any funds for those shown under Contract Data.

We may also:

- add additional variable subaccounts investing in other funds,
- combine any two or more variable subaccounts,
- transfer assets to and from the variable subaccounts or the Variable Account, and
- eliminate or close any variable subaccounts.

When required, We would first seek approval of the Securities and Exchange Commission and the insurance regulator of the state where this contract is delivered.

### Valuation of Assets

Fund shares in the variable subaccounts will be valued at their net asset value.

## Variable Account Accumulation Units

The number of Accumulation Units for each variable subaccount chosen by a Participant is found by:

1. adding the number of accumulation units resulting from
   a. purchase payments allocated to the variable subaccount; and
   b. transfers to the variable subaccount;
2. and subtracting the number of Accumulation Units resulting from
   a. transfers from the variable subaccount; and
   b. surrenders (including surrender charges) from the variable subaccount; and
   c. Certificate Administrative Charge or any rider charge deductions from the variable subaccount.

The number of a Participant's Accumulation Units added or subtracted for each of the above transactions is found by dividing (1) by (2) where:

1. is the amount allocated to or deducted from the variable subaccount; and
2. is the Accumulation Unit value for the variable subaccount for the respective Valuation Period during which We received the purchase payment or transfer value, or during which We deducted transfers, surrenders, surrender charges, rider charges or Certificate Administrative Charges.

## Variable Account Accumulation Unit Value

The value of an Accumulation Unit for each of the variable subaccounts was arbitrarily set at $1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

> The Accumulation Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Accumulation Unit value is being calculated. The result is the Accumulation Unit value.

## Net Investment Factor

The net investment factor is an index applied to measure the investment performance of a variable subaccount from one Valuation Period to the next. The net investment factor may be greater or less than one; therefore, the value of an accumulation or Annuity Unit may increase or decrease.

The net investment factor for any such variable subaccount for any Valuation Period is determined by: dividing (1) by (2) and subtracting (3) and (4) from the result. This is done where:

1. is the sum of:
   a. the net asset value per share of the fund held in the variable subaccount determined at the end of the current Valuation Period; plus
   b. the per share amount of any dividend or capital gain distribution made by the fund held in the variable subaccount, if the "ex-dividend" date occurs during the current Valuation Period; and
2. is the net asset value per share of the fund held in the variable subaccount, determined at the end of the last prior Valuation Period; and
3. is a factor representing the mortality and expense risk charge; and
4. is a factor representing the variable account administrative charge described below.

## Mortality and Expense Risk Charge

In calculating unit values We will deduct a mortality and expense risk charge from the Participants' variable subaccounts which is equal, on an annual basis, to a percentage of the daily net asset value. This percentage is the Annual Mortality and Expense Risk Fee shown under Contract Data. The deduction is made to compensate Us for assuming the mortality and expense risks under contracts of this type. The deduction will be:

1. made from each variable subaccount; and
2. computed on a daily basis.

Fees for certain optional riders and features, if available and if elected by a Participant, will be added to the Participant's Annual Mortality and Expense Risk Fee shown under Contract Data.

## Variable Account Administrative Charge

In calculating unit values, We will deduct a variable account administrative charge, as shown under Contract Data, from the variable subaccounts. This deduction is made to compensate Us for certain administrative and operating expenses for contracts of this type. The deduction will be:

1. made from each of the Participants' variable subaccounts; and
2. computed on a daily basis.

## Annuity Unit Value

The value of an Annuity Unit for each variable subaccount was arbitrarily set at $1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

1. the Annuity Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Annuity Unit value is being calculated.
2. the result is multiplied by an interest factor, which on an annualized basis is equal to .952381. This is done to offset the assumed 5% investment return which is built into Table A under the Tables of Annuity Payout Rates section.

# Certificate Account Value

## Certificate Account Value

A Participant's Certificate Account Value at any time is the sum of:

1. Certificate Account Value in the Variable Account;
2. Certificate Account Value in the Regular Fixed Account; and
3. Certificate Account Value in the Special DCA Fixed Account; and
4. Certificate Account Value in the Loan Account.

For surrenders and charges, a number of Accumulation Units and dollar amounts will be deducted from the Variable Account, Regular Fixed Account and Special DCA Fixed Account to equal any amounts surrendered or charges made against the Certificate Account Value.

Unless the surrender is used to pay off a Certificate loan, Participants may specify from which of the above accounts, other than the Loan Account, that the deduction will be taken. Otherwise, the deduction will be taken from the above accounts, other than the Loan Account, in the same proportion that their interest in each bears to the total Certificate Account Value less any amount in the Loan Account.

## Certificate Account Value in the Variable Account

A Participant's Certificate Account Value in the Variable Account at any time will be the total of the value of the units in any variable subaccount resulting from:

1. purchase payments allocated to a variable subaccount; plus
2. any amounts transferred to a variable subaccount; less
3. any amounts transferred from a variable subaccount; less
4. any amounts deducted from a variable subaccount for surrenders, Certificate Administrative Charges or any rider charges.

## Certificate Account Value in the Regular Fixed Account

The Certificate Account Value in the Regular Fixed Account at any time will be the total of:

1. purchase payments allocated to the Regular Fixed Account, plus interest credited; plus
2. any amounts transferred to the Regular Fixed Account, plus interest credited; less
3. any amounts transferred from the Regular Fixed Account; less
4. any amounts deducted from the Regular Fixed Account for surrenders, contract administrative charges or any rider charges.

## Certificate Account Value in the Special DCA Fixed Account

A Participant's Certificate Account Value in the Special DCA Fixed Account at any time will be the total of:

1. purchase payments allocated to the Special DCA Fixed Account, plus interest credited; less
2. any amounts transferred from the Special DCA Fixed Account; less
3. any amounts deducted from the Special DCA Fixed Account for surrenders, Certificate Administrative Charges or any rider charges.

## Certificate Account Value in the Loan Account

A Participant's Certificate Account Value in the Loan Account at any time will be the total of:

1. any amounts transferred to the Loan Account, plus interest credited; less
2. any amounts transferred from the Loan Account less
3. any amounts deducted from the Loan Account for surrenders.

## Certificate Administrative Charge

We charge a fee for establishing and maintaining Our records for each Certificate Account. The charge per year is shown under Contract Data and is deducted from each Certificate's Account Value at the end of each certificate year or, if earlier, when the Certificate Account is fully surrendered. The charge deducted will be prorated among all accounts, but not the Loan Account, in the same proportion a Participant's interest in each bears to his or her total Certificate Account Value less any amount in the Loan Account.

We reserve the right to adjust this charge after the first Certificate Anniversary but the charge will never exceed the amount shown under Contract Data. We waive or reduce the annual Certificate Administrative Charge for any certificate year where the Certificate Account Value immediately prior to the deduction of the charge equals or exceeds the amount shown under Contract Data.

If a Participant makes a full surrender of their Certificate Account, We deduct the full Certificate Administrative Charge at the time of full surrender regardless of Certificate Account Value.

The charge does not apply to the amount applied to an annuity payment plan or to a Participant's death benefit.

## Premium Tax Charges

We reserve the right to assess a charge against Participants' Certificate Account Value for any premium tax assessed to Us by a federal, state or local government. This charge could be deducted when You or Participants, as applicable, make purchase payments, or make a full surrender of a Participant's Certificate Account Value or on a Participant's Annuitization Start Date.

## Transfers of Certificate Account Values

While a Certificate Account Value is greater than zero prior to a Participant's Annuitization Start Date, transfers of Certificate Account Values may be made as outlined below unless Certificate Account Values are required to be allocated to certain accounts or variable subaccounts under the terms of certain optional benefit riders, if available and if attached to his or her Certificate.

1. Subject to provisions of the Plan, Participants may transfer all or a part of the values held in one or more of their variable subaccounts to another one or more of the variable subaccounts. Participants may also transfer values held in one or more of the variable subaccounts to the Regular Fixed Account, subject to items 2 and 4 below.
2. Subject to provisions of the Plan and on or within the 30 Days before or after a Certificate Anniversary, a Participant may transfer values from the Regular Fixed Account to one or more of the variable subaccounts. This amount shall not exceed the Regular Fixed Account transfer limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification. If such a transfer is made, the Participant may not transfer amounts from any variable subaccount to the Regular Fixed Account for six months after such a transfer.
3. Subject to provisions of the Plan, Participants may transfer from the Special DCA Fixed Account to the variable subaccounts as explained in the Special DCA Fixed Account provision, shown below. If a Participant terminates automated transfers from the Special DCA Fixed Account, he or she may not transfer amounts from any variable subaccount to the Regular Fixed Account for six months after such a transfer. Participants may not transfer values from any account into the Special DCA Fixed Account.
4. Subject to provisions of the Plan and for each Participant, amounts transferred to the Regular Fixed account shall not exceed the limit shown under Contract Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

Participants may make a transfer by Written Request. Telephone transfers may also be made according to telephone procedures or automated transfer procedures that are then currently in effect, if any. There is no fee or charge for these transfers. However, the minimum transfer amount is $250, or if less, the entire value in the account from which the transfer is being made. Smaller minimums may apply to automated transfer procedures.

We may suspend or modify a Participant's transfer privileges at any time. The right to transfer Certificate Account Values among the variable subaccounts and between the variable subaccounts and other accounts is also subject to modification or restriction if We determine, at Our sole discretion, that the exercise of that right by a Participant is, or would be, to the disadvantage of other contract owners and Participants. Additionally, We reserve the right to modify or restrict transfer privileges for any Participant if required to comply with the written instructions of a fund. Any modification or restriction could be applied to transfers to or from some or all of the variable subaccounts and other accounts.

These modifications could include, but are not limited to:

1. the requirements of a minimum time period between each transfer,
2. suspending or terminating automatic transfer programs, or
3. limiting the dollar amount that each Participant may transfer between the variable subaccounts and other accounts at any one time.

We may apply these modifications or restrictions in any manner reasonably designed to prevent any use of the transfer right We consider to be to the disadvantage of other contract owners and Participants.

# Dollar Cost Averaging (DCA)

Participants may authorize the automated transfer of specified amounts, according to the rules then currently in effect, at the interval they select, from the Regular Fixed Account (subject to transfer limits shown under Contract Data) or any variable subaccount to any other variable subaccount other than the source account. Participants may terminate automated transfers at any time.

# Special DCA Fixed Account

Participants may also allocate new purchase payments to the Special DCA Fixed Account. Participants may authorize the automatic transfer of amounts on a monthly basis from the Special DCA Fixed Account to any of the variable subaccount(s). Transfers from the Special DCA Fixed Account to the Regular Fixed Account are not allowed. All amounts allocated to the Special DCA Fixed Account will be transferred out within the specified Special DCA Fixed Account time period they elect from the time periods We make available.

If a Participant terminates automated transfers from the Special DCA Fixed Account, his or her entire Special DCA Fixed Account balance will immediately be transferred according to his or her Special DCA Fixed Account allocation instructions that are then in effect. If a Participant's current Special DCA allocation instructions include a fund to which allocations are restricted and new instructions are not provided, We will transfer amounts pro rata according to the valid portion of the Participant's allocation instructions.

# Surrender Provisions

## Surrender

Subject to the rules below, the Contract Holder may surrender this contract for the full surrender value of all Certificate Accounts to be paid to the Participants.

Subject to requirements under the Plan and the rules below, each Participant may:

1. surrender all of his or her Certificate Account Value for a full surrender; or
2. surrender part of his or her Certificate Account Value for a partial surrender.

## Rules for Surrender of this Contract

A surrender will have the following conditions.

1. The Contract Holder must send Us a Written Request, or other method agreed to by Us, while this contract remains in force.
2. For surrenders from the variable subaccounts, the amount surrendered, less any charges, will be paid to Participants within seven Days of the receipt of the Written Request, unless subject to the Suspension or Delay in Payment of Surrender provision.

   For surrenders from the Fixed Account, the amount surrendered, less any charges, will normally be paid to Participants within seven Days of the receipt of the Written Request and the return of the contract, if required. Following any required regulatory approval, We have the right to defer payment for up to six months from the date We receive the request. In such circumstance, We will notify the Contract Holder of the reason for the delay, the effective date of the surrender, and the surrender value as of the date of the request.
3. If a Participant dies following a surrender request, payment will be made to the Participant's estate.
4. Any amounts surrendered, including any related charges, cannot be repaid.

Upon surrender for the full surrender value of all Participants' Certificate Accounts, this contract will terminate. We may require that the Contract Holder return the contract to Us before We pay the full surrender value.

## Distributions from Certificate Accounts

Any distribution from a Certificate Account will be treated as a surrender or partial surrender from the Certificate Account and surrender charges may be applied.

At time of distribution, any Loan Balance will reduce the amounts available for surrender, amounts applied to an annuity payment plan, or death benefits payable.

## Rules for Surrender of Certificate Accounts

All surrenders will have the following conditions.

1. Participants must send Us a Written Request (or other method agreed to by Us):
   a. while their Certificate Account remains in force under the contract; and
   b. while the Participant is living; and
   c. prior to the Participant's Annuitization Start Date.
2. Unless We agree otherwise, Participants must surrender an amount equal to at least $250. The Certificate Account Value after a partial surrender must be at least the Loan Balance, if any, and any surrender charges to pay off the Loan Balance, plus $500.
3. For surrenders from the variable subaccounts, the amount surrendered, less any charges, will be paid to Participants within seven Days of the receipt of a Written Request, unless subject to the Suspension or Delay in Payment of Surrender provision.

   For surrenders from the Fixed Account, the amount surrendered, less any charges, will normally be paid to Participants within seven Days of the receipt of a Written Request and the return of the Certificate, if required. Following any required regulatory approval, We have the right to defer payment for up to six months from the date We receive the request. In such circumstance, We will notify the Participant of the reason for the delay, the effective date of the surrender, and the surrender value as of the date of the request.

4. For partial surrenders, if a Participant does not specify from which account the surrender is to be made, the surrender will be made from all accounts other than the Loan Account in the same proportion as his or her interest in each bears to the Certificate Account Value less amounts in the Loan Account.
5. If a Participant dies following a surrender request, payment will be made to the Participant's estate.
6. Any amounts surrendered, including any related charges, cannot be repaid.

Upon a surrender for the full surrender value, a Participant's enrollment under this contract will terminate. We may require that the Participant return the Certificate to Us before We pay the full surrender value.

## Surrender Value

For each Participant, the full surrender value at any time will be:

1. his or her Certificate Account Value immediately prior to the surrender;
2. minus the Loan Balance, if any;
3. minus any surrender charge; and
4. minus the Certificate Administrative Charge and any rider charges that are deducted for a full surrender.

For a partial surrender, We will determine the amount of a Participant's Certificate Account Value that needs to be surrendered, which after any surrender charge, will equal the amount the Participant requested. We pay the Participant the amount he or she requested.

## Surrender Charge

A surrender charge may apply in the event a Participant surrenders some or all of the Participant's Certificate Account Value or in the event a Contract Holder, acting on a Participant's behalf, surrenders all of the Participant's Certificate Account Value during the surrender charge period. The surrender charge schedule for each Participant's Certificate Account Value, including the duration of the surrender charge period and the surrender charge percentage applicable to each certificate year, is shown under Contract Data. A surrender charge applies to purchase payments surrendered that are still in the surrender charge period. Refer to Waiver of Surrender Charges for situations when surrender charges are not deducted.

The surrender charge amount is determined by multiplying purchase payments surrendered which could be subject to a surrender charge by the applicable surrender charge percentage.

The amount that represents purchase payments surrendered is calculated using a prorated formula based on the percentage of the Participant's Certificate Account Value being surrendered. As a result, the amount that represents purchase payments surrendered may be greater than the Participant's Certificate Account Value surrendered. We determine the amount that represents purchase payments surrendered (PPS), purchase payments not subject to a surrender charge (PPF), and purchase payments which could be subject to a surrender charge (PPSC) by the following formula:

$$PPS = PPSC + PPF$$

$$PPSC = \left( \frac{PS - FA}{CV - FA} \right) X (PP - PPF)$$

PPF = FA - "Certificate Account earnings", but not less than zero

PP = Purchase payments not previously surrendered (total purchase payments – PPS)

PS = Amount the Certificate Account Value is reduced by the surrender

FA = the “total free amount”

CV = Certificate Account Value prior to the surrender

**Definition of "Certificate Account earnings":** With respect to these surrender provisions and for each Participant, "Certificate Account earnings" is defined as his or her Certificate Account Value, less purchase payments not previously surrendered, but not less than zero.

With respect to these surrender provisions, "Certificate Account earnings" are surrendered first followed by purchase payments.

**Definition of "total free amount"*:** the greater of:

a. "Certificate Account earnings", or

b. the CV Waiver Percentage shown under Contract Data multiplied by a Participant's prior Certificate Anniversary Certificate Account Value, less any prior surrenders taken in the current certificate year.

*During the first certificate year, "total free amount" is the greater of:

a. "Certificate Account earnings", or

b. the CV Waiver Percentage shown under Contract Data multiplied by all purchase payments applied prior to a Participant's surrender request, less any amounts surrendered prior to a Participant's surrender request that represent the "total free amount".

## Waiver of Surrender Charges

Surrender charges are waived for all of the following.

1. In each certificate year during the surrender period, the "total free amount" as defined in the Surrender Charge provision;
2. death benefit payments made in the event of the death of a Participant;
3. amounts applied to an annuity payment plan;
4. amounts surrendered to meet applicable minimum distribution requirements under the Code to the extent they exceed amounts waived under item 1 of this provision (**Note:** Amounts surrendered under this waiver provision are limited to applicable required minimum distributions for each Participant's Certificate Account only and to one time per year unless We agree otherwise.);
5. exercise of the Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision described below; and
6. exercise of the Waiver of Surrender Charges upon Terminal Illness Diagnosis provision described below.

Unless provided by the specified waivers listed above, surrender charges will generally not be waived for rollovers, exchanges and transfers from this contract for any reason including, but not limited to, distributions upon termination of employment, hardship withdrawals, or returns of excess contributions.

Surrender proceeds will not be disbursed until We notify You or the Participant, as applicable, of any denial of the Participant's request for waiver of surrender charges and give You or the Participant, as applicable, the opportunity to accept or reject surrender proceeds.

## Suspension or Delay in Payment of Surrender Amount

We have the right to suspend or delay the date of any surrender payment from the variable subaccounts for any period:

1. when the New York Stock Exchange is closed; or
2. when trading on the New York Stock Exchange is restricted; or
3. when an emergency exists as a result of which:
   a. disposal of securities held in the variable subaccounts is not reasonably practical; or
   b. it is not reasonably practical to fairly determine the value of the net assets of the variable subaccounts; or
4. during any other period when the Securities and Exchange Commission, by order, so permits for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions set forth in 2 and 3 exist.

## Waiver of Surrender Charges upon Hospital or Nursing Home Confinement

If a Participant is the Hospitalization/Nursing Home Waiver Benefit Age (shown under Contract Data) or younger on the Certificate Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to the Participant; and
2. We receive satisfactory written proof as described below that the Participant is confined in a nursing home or hospital; and
3. such confinement has lasted for 60 straight Days or began within 30 Days following a 60 Day confinement; and
4. such confinement began after the Certificate Date of the Participant's Certificate; and

5. We receive the Participant's surrender request no later than 91 Days after the release from the hospital or nursing home.

To qualify, a letter of proof must:

1. be signed by the Participant's licensed physician or the hospital or nursing home administrator; and
2. be on appropriate medical letterhead; and
3. specify the confinement dates; and
4. if hospital confinement, specify hospital name, address and that it is operated pursuant to state and federal law; or
5. if nursing home confinement, specify nursing home name, address and that it meets the following definition of a nursing home.

**Definition of nursing home:** To qualify, the nursing home must be a facility or distinctly separate part of a hospital or other institution which is licensed by the appropriate licensing agency to engage primarily in providing nursing care and related services to inpatients; and:

1. provide 24 hour a day nursing service under a planned program of policies and procedures which was developed with the advice of, and is periodically reviewed and executed by, a professional group of at least one doctor and one nurse; and
2. have a doctor on duty or on call at all times to furnish medical care in case of emergency; and
3. have at least one nurse who is employed there full time (or at least 24 hours per week if the facility has less than 10 beds); and
4. have a nurse on duty or on call at all times; and
5. maintain clinical records for all patients; and
6. have appropriate methods and procedures for handling and administering drugs and biologicals.

If an institution or facility has multiple licenses or purposes, a portion, ward, wing or unit thereof will qualify as a nursing home only if it meets all of the above criteria, is authorized by license to provide nursing care to inpatients, and is engaged principally in providing such nursing care in accordance with that license.

**Definition of doctor:** A doctor is a physician, as defined in section 1861(r)(1) of the Federal Social Security Act, acting within the scope of his or her license in the state of licensure.

**Definition of nurse:** A nurse is a registered professional nurse, acting within the scope of his or her license in the state of licensure.

## Waiver of Surrender Charges upon Terminal Illness Diagnosis

If a Participant is the TI Waiver Benefit Age (shown under Contract Data) or younger on the Certificate Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to the Participant; and
2. We receive satisfactory written proof as described below that the Participant is diagnosed with a medical condition that with reasonable medical certainty will result in death within 12 months or less from the date of the diagnosis; and
3. such diagnosis occurred on or after the Participant's first Certificate Anniversary.

The Participant must provide Us with a letter of proof when the Participant requests the surrender. The Participant's surrender request may be sent to Us any time after the terminal illness diagnosis and before a death benefit is payable.

To qualify, the letter of proof must:

1. be signed by the Participant's physician who is legally qualified and licensed to practice medicine in his/her state of residence and is operating within the scope of that license; and
2. be on appropriate medical letterhead; and
3. specify the terminal illness, the expected date of death and the date the terminal illness was initially diagnosed.

## Surrender Restrictions Before a Participant's Age 59 1/2

Except for amounts held in the contract on behalf of Participants on December 31, 1988, no amounts, including 403(b) Roth Contributions, may be distributed from the Certificate Accounts unless one or more of the following conditions has been satisfied:

a. the Participant has attained age 59 1/2;
b. the Participant is disabled within the meaning of Section 72(m)(7) of the Code;
c. the Participant's death has occurred;
d. the Participant has severed employment with the Contract Holder; or

e. if permitted under the Plan, Elective Deferral Contributions may be surrendered if the Participant has satisfied the requirements for a "financial hardship" under Section 403(b)(11)(B) of the Code.

If permitted by the Plan, multiple distributions can be taken under these rules.

### Financial Hardship Distributions

If the Plan has established independent criteria for financial hardship distributions, then any financial hardship distributions made from this contract under the Plan shall adhere to the rules set forth in the Plan, subject to the approval of the Contract Holder or the Plan administrator. If the Plan has not established independent criteria for financial hardship distributions, then, in the event of a financial hardship that satisfies the requirements of Section 403(b)(11)(B) of the Code, the Participant may receive a distribution of only Elective Deferral Contributions, including 403(b) Roth Contributions. Certificate Account distributions of Nonelective Contributions and/or earnings on Contributions are not permitted for financial hardships.

No hardship distribution is permitted from the Certificate Account unless the "safe harbor" standards with respect to establishing an immediate and heavy financial need (under Treas. Reg. section 1.401(k)-1(d)(3)(iii)(B)) are satisfied. For purposes of satisfying the lack of other resources requirement, any method acceptable under Treas. Reg. section 1.401(k)-1(d)(3)(iv)(E) is permitted, however, the Participant must suspend elective deferrals to any plan sponsored by the Contract Holder for a period of six months following the date of the hardship distribution. We will notify You of any hardship distributions made to a Participant; however, We assume that you are monitoring whether a Participant has suspended elective deferrals and that all future contributions are eligible to be deferred.

### Additional Restrictions on Distributions of Designated 403(b) Roth Accounts

Distributions to a Participant made from Designated 403(b) Roth Accounts that are not "Qualified 403(b) Roth Distributions" may contain earnings that are includable in the Participant's income. Distributions from Designated 403(b) Roth Accounts are Qualified 403(b) Roth Distributions if they are made no earlier than the fifth year following the year in which the first 403(b) Roth Contribution was made to any 403(b) annuity or 403(b)(7) custodial account (provided proof of establishment of said Roth 403(b) contract/account is provided); and

a. the Participant has attained age 59 1/2; or

b. the distribution is made after the Participant has become disabled as defined under Section 72(m) of the Code; or

c. the distribution is made after the Participant's death.

### Direct Rollover Distributions

Notwithstanding any other provision of this contract, a Distributee may elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

If provided in the Plan and if allowed by Us, a Direct Rollover of amounts in a 403(b) Account may be made to a designated 403(b) Roth account of a 403(b) annuity/403(b)(7) custodial account or a Roth IRA.

A Direct Rollover of amounts in a Designated 403(b) Roth Account may be made only to another designated 403(b) Roth account of a 403(b) annuity/403(b)(7) custodial account, a Roth 401(k) plan, or a Roth IRA.

For purposes of this section, a "Distributee" is any Participant (or former Participant) entitled to receive a distribution from this contract, a surviving spousal Beneficiary and any spouse or former spouse that qualifies as an alternate payee under a QDRO.

In addition, a nonspouse beneficiary may make a direct rollover of all or any portion of an Eligible Rollover Distribution to a new inherited IRA contract only. No other rollover options are available to a beneficiary who is not a spouse.

## Required Minimum Distributions

In accordance with Sections 403(b)(10) and 401(a)(9) of the Code and supporting regulations, Participants must begin receiving distributions, including distributions of 403(b) Roth contributions and earnings, by their Required Beginning Date. Unless a later date is authorized under the Code or applicable regulations, a Participant's Required Beginning Date is April 1 of the calendar year following: (1) the calendar year in which he or she attains age 70 1/2 or, if later, (2) the calendar year in which the Participant retires from employment with the Contract Holder. Participants' Certificate Accounts shall be distributed (both in determining the timing of subsequent distributions and the amount of all required distributions) in a manner consistent with Sections 403(b)(10) and 401(a)(9) of the Code. For purposes of determining required minimum distributions, each Certificate Account will

be valued considering the Participant's accumulated benefit plus the actuarial present value of any additional benefits provided. Distributions from a Certificate Account, including distributions from a Participant's Designated 403(b) Roth Account, shall be made in the Annuity Payment Plan Option selected by the Participant or his or her beneficiary on or before the date which is at least 30 days before the Participant's Required Beginning Date.

### Multiple 403(b) Annuity Contracts and 403(b)(7) Custodial Accounts

If a Participant has multiple 403(b) annuity contracts, Certificates and/or 403(b)(7) custodial accounts, the required minimum distribution requirements may be satisfied by receiving a distribution from one 403(b) annuity or 403(b)(7) custodial account that is equal to the amount required to satisfy the required minimum distribution requirements for all of the Participants' 403(b) annuity contracts, certificates and 403(b)(7) custodial accounts. Under this method, a Participant must still calculate the required minimum distribution requirements separately for each 403(b) annuity or 403(b)(7) custodial account, even though the Participant can satisfy the minimum requirements by taking a distribution from one or more annuity contract, certificate or custodial account.

### Annuity Payment Plan Options

Participants can schedule receipt of irrevocable annuity payments according to one of the plans (A through E) described in the Annuity Provisions below, or another plan agreed to by Us, provided:

a. the plan selected provides for payments that satisfy the Required Minimum Distribution rules described above;

b. payments are made in periodic payments at intervals of no longer than 1 year;

c. the first required payment must be the payment that is required for one payment interval, and the second payment need not be made until the end of the next payment interval, and

d. once payments have begun under the Required Minimum Distribution rules over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted.

For purposes of this section, required distributions are considered to commence on a Participant's Required Beginning Date, or if applicable, on the date distributions are required to begin to a Participant's surviving spouse. However, if a Participant begins receipt of payments pursuant to an irrevocable annuity payment plan that meets the requirements of Treasury Regulation Section 1.401(a)(9)-6T, Required Minimum Distributions are considered to commence on the Participant's Annuitization Start Date.

## Qualified Domestic Relations Orders

Any distribution subject to required minimum distributions described above, including distributions under this contract, properly made to an alternate payee pursuant to a QDRO will be permitted even though the timing of the distribution might otherwise be prohibited under the distribution restrictions described previously.

## Permissive Service Credit Transfers

If permitted by the Plan and if a Participant contributes to a tax-qualified defined benefit governmental plan (as defined in Section 414(d) of the Code) that accepts plan-to-plan transfers for the purchase of permissive service credits under Section 415(n)(3)(A) of the Code, the Participant may elect to have any portion of his or her Certificate Account transferred to the defined benefit governmental plan at any time.

## Distributions Due to Termination of the Plan

Nothing in this contract shall prohibit Us from making a distribution of the contract to the Participants following written notification by You (or Your representative) of the termination of the Plan with instructions from You to distribute the Certificate Accounts to the Participants.

The Certificate Accounts may not be distributed unless the instructions to distribute the Certificate Accounts conform to the requirements of Treas. Reg. 1.403(b)-10(a) and any other applicable guidance issued by the IRS. Nothing herein shall prevent Us from treating the Certificate Accounts as fully paid annuities upon termination of the Plan provided they would otherwise qualify for such status.

# Certificate Account Loans

If permitted by the Plan and if allowed by Us, Participants may take loans from their Certificate Accounts in accordance with the terms and conditions set forth in the Plan and as described in this section. Any Certificate Account loan is subject to the requirements of Section 72(p) of the Code and applicable regulations in addition to any terms and conditions that the Plan may impose.

We must receive satisfactory confirmation from a Plan representative that loans are permitted. To the extent that the Plan has its own loan policies or procedures, You are responsible for determining the non-taxable loan amounts, and You authorize Us to follow the instructions of the Plan administrator or such other representative designated by You.

If a Participant elects any guaranteed living benefit rider or death benefit rider available under the contract, loans may not be permitted while the rider is in effect.

The following terms and conditions will also apply:

a. All loans shall be evidenced by a written loan agreement.
b. No actual distributions to repay loans shall be made which would be in violation of Section 403(b)(7) or 403(b)(11) of the Code.
c. We reserve the right to specify a minimum loan amount, even if the Plan has not established a minimum.
d. For each Participant, only one outstanding Certificate Account loan is allowed at any given time.
e. The maximum amount of a Certificate Account loan cannot exceed the surrender value of the Certificate Account and shall not exceed the least of:
   i. the maximum amount permitted by the Plan, if applicable;
   ii. fifty percent (50%) of the Participant's Certificate Account Value;
   iii. $50,000 minus the highest outstanding balance of loans for the Participant from any plans the Contract Holder sponsors during the year prior to the loan effective date, or
   iv. the Participant's Certificate Account Value minus the value of any Special DCA Fixed Accounts (SDCAs).
f. On a Participant's Annuitization Start Date, any Certificate Account loan shall become immediately due and payable in full and, if not repaid, the Loan Balance will be treated as a partial surrender, subject to any applicable surrender charges and will be reported as taxable to the Participant.
g. An active loan may be prepaid in whole at any time.
h. If a Certificate Account is surrendered while a loan is outstanding, the Certificate Account's surrender value will be reduced by the Loan Balance.
i. Unless the Certificate Account is continued as provided by the Spouse's Option to Maintain Certificate Account provision, the death benefit will be reduced by any Loan Balance.
j. While a Participant has an outstanding Certificate Account loan, the following transactions may not be permitted under the contract:
   i. exchanges from the Certificate Account,
   ii. plan to plan transfers, and
   iii. additional loans.
k. Loans may also be subject to additional limitations or restrictions under the terms of the Plan.
l. Loans permitted under this contract may still be taxable in whole or in part if a Participant has additional loans from other plans or contracts. We will calculate the maximum nontaxable loan based solely on the information provided to Us by You or the Participant, in writing.

## Loan Account

Loans shall be secured, to the extent necessary to adequately collateralize the loan, by the Participant's vested interest in the Certificate Account. The Certificate Account will be the sole security for the loan. At the time a loan is taken, the loan amount is subtracted pro rata from all accounts in which the Participant is invested, but not SDCAs, and transferred to a Loan Account.

The Loan Account will earn interest daily. The current crediting rate will never be less than the Fixed Account Minimum Interest Rate shown under Contract Data.

# Loan Balance

At any point in time, a Participant's Loan Balance will be the principal amount owed plus unpaid accrued interest charges. Loans will be made at an interest rate determined by Us at the time the loan is taken and will be fixed for the life of the loan. The maximum interest rate for loans will not exceed 8%.

All current loan interest rates We quote are effective annual interest rates - this refers to the rate that results after interest has been credited and compounded daily for a full year. Interest will begin to accrue at Our current interest rate for loan accounts on the date the loan is taken. Upon receipt of proper notice and to the extent required by law, loan rates and terms will conform to requirements for loans to Participants who are eligible qualified military personnel.

# Loan Payments

Loans must be repaid in substantially equal payments, not less frequently than quarterly unless paid in full. Loans must be repaid within a maximum of 5 years. If permitted by Us and the Plan, loans used to construct or purchase a Participant's principal residence may be extended for longer periods, but not to exceed 30 years. Loan payments are not purchase payments, and contract provisions related to purchase payments do not apply to loan payments. Loan payments will consist of principal and accrued interest charges and will be applied first to interest charges. The payment amounts are set forth at the time the loan is taken. Any excess payment reduces the Loan Balance and shortens the length of the loan. It does not change future payment amounts.

On the date of each loan payment:

1. the Participant's Loan Balance is reduced by the amount of the loan payment, and
2. a transfer is made from the Participant's Loan Account to all accounts in which the Participant is investing according to existing purchase payment allocations, but not any SDCA. The amount to be transferred is determined by subtracting the Participant's Loan Balance after the loan payment from the Participant's Loan Account prior to the loan payment (but not less than zero).

**Military Service**

If We are notified in advance, loan payments can be delayed during time of service. Interest charges on a Participant's Loan Balance will continue to accrue. Payments continue after service ends, and the maturity date of the loan is extended. Payment amounts may be recalculated.

**Leave of Absence**

If We are notified in advance, loan payments can be delayed during qualified leaves. Interest charges on the Loan Balance will continue to accrue. Payments continue after the leave ends, however, the maturity date of the loan does not change. Payment amounts may be recalculated.

# Loan Defaults

Unless a different grace period is provided for in the Plan, a grace period of at least thirty (30) days will be available for loan payments under the terms of the loan agreement. If a loan payment is not made by the end of the applicable grace period, a Participant's Loan Balance will be in default.

<u>If the Participant is eligible for distributions from the Certificate Account</u>, the loan is canceled. The Participant's Loan Balance will be treated as a partial surrender, subject to any applicable surrender charges, to pay off the loan. The partial surrender and any surrender charges will first be deducted from the Participant's Loan Account followed by any remainder deducted pro rata from all accounts in which he or she is invested. The partial surrender will be reported as taxable to the Participant.

<u>If the Participant is not eligible for distributions from the Certificate Account</u>, the loan is considered a deemed distribution at that time in order to secure the loan to the extent necessary to adequately collateralize the loan. We determine any surrender charge applicable to the Participant's Loan Balance and deduct such charge pro rata from all accounts in which he or she is invested, but not from the Participant's Loan Account. The difference between the Participant's Loan Balance and his or her Loan Account is transferred pro rata from all accounts in which the Participant is invested, but not any SDCA, to the Participant's Loan Account. Transfers will be made from SDCA accounts if insufficient amounts are available from other accounts in which the Participant is invested. Additional interest on the Participant's Loan Account will continue to accrue and will be credited only if the loan is repaid. The Participant's Loan Balance will be reported as taxable to the Participant. Additional interest owed on the Participant's Loan Balance will continue to accrue for repayment purposes only. The Participant's Loan Account and Loan Balance remain in the Certificate Account until one of the following occurs.

1. The Loan Balance, as of the date the loan was deemed distributed, is treated as a partial surrender of the Certificate Account in these circumstances:
   a. the Participant is eligible for distributions from the Certificate Account. This will occur automatically if the Participant's eligibility is based on his or her age.

b. on the Participant's Annuitization Start Date,
c. a full surrender of the Certificate Account,
d. a "Rollover" into another Eligible Retirement Plan, or
e. upon the Participant's death.

In any of the above circumstances, the partial surrender will not be subject to surrender charges. The Participant's Loan Account and Loan Balance will be zero.

2. The Participant repays the full amount of the Loan Balance. On the date of repayment, the Participant's Loan Account, plus credited interest on the Loan Account since the date the loan was deemed, is then transferred to all accounts in which the Participant is investing according to existing purchase payment allocations, but not any SDCA. After such repayment, the Participant's Loan Account and Loan Balance will be zero.

   If We agree, Loan Balance repayments may be made for less than the full amount.

A Participant may not take another Certificate Account loan until his or her Loan Balance is repaid or deducted from his or her Certificate Account Value.

# Annuity Provisions

## Annuity Payment

For each Participant, the Annuitization Start Date is the date shown under the Participant's Certificate Data. It can be changed by the Participant as provided below. On the Annuitization Start Date, the amount applied to an annuity payment plan will be the Certificate Account Value after any rider charges are deducted.

The first payment will be made as provided by the selected plan. Before the first payment is sent, We will require satisfactory proof of the Annuitant's age and that the Annuitant is alive. We may also require that the Participant exchange the Certificate for a supplemental contract which provides the annuity payments.

## Change of Annuitization Start Date

A Participant may change the Annuitization Start Date shown for their Certificate Account by Written Request or other method agreed to by Us. If a Participant selects a new date, it must be at least 30 Days after We receive their request.

The Annuitization Start Date must be on or before the latest of:

1. The Participant's 95th birthday, or
2. the 10th Certificate Anniversary, or
3. such other date as agreed upon by Us.

## Annuity Payment Plans

Annuity payments may be made on a fixed dollar basis, a variable basis or a combination of both. Participants can schedule receipt of annuity payments according to one of the Plans A through E below or another plan agreed to by Us.

**Plan A — Life Income Non-Refund.** This provides monthly annuity payments during the lifetime of the Annuitant. No payments will be made after the Annuitant dies.

**Plan B — Life Income with Guaranteed Period.** This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made for at least a period certain of five, 10 or 15 years whether or not the Annuitant is living. You must select a guaranteed period, and the minimum period certain is five years.

**Plan C — Life Income with Installment Refund.**
This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made at least for a certain number of months whether or not the Annuitant is living. We determine the number of months by dividing the amount applied under this plan by the amount of the first monthly annuity payment.

**Plan D — Joint and Survivor Life Income Non-Refund.** This provides monthly annuity payments during the lifetime of the Annuitant and Joint Annuitant. When either the Annuitant or the Joint Annuitant dies We will continue to make monthly payments during the lifetime of the survivor. No payments will be made after the death of both the Annuitant and Joint Annuitant.

**Plan E — Term Certain Installment.** This provides monthly annuity payments for a period of years. The period of years may be no less than 10 nor more than 30.

## Plan Selection

Participants may select the plan by Written Request, or other method agreed to by Us, at least 30 Days before their Annuitization Start Date. If We have not received a Written Request to select a plan, the first annuity payment will be made 30 Days after their Annuitization Start Date according to Plan B with monthly payments guaranteed for ten years.

After the Annuitization Start Date, Participants cannot change to a different plan.

If the amount to be applied to a plan is less than $2,000 or would not provide an initial monthly payment of at least $20, We have the right to change the frequency of the payment or to make a lump sum payment of the amount that would have been applied to a plan.

## Allocation of Certificate Account Values to Provide Fixed and Variable Payments

On the Annuitization Start Date, Participants use the value described under the Annuity Payment provision above, to provide Fixed Annuity and/or Variable Annuity payments.

Unless We agree otherwise, each Participant may use a maximum of ten variable subaccounts at any one time. The Special DCA Fixed Account is not available on and after the Annuitization Start Date.

# Fixed Annuity Payments

A Fixed Annuity is an annuity with payments which:

1. are guaranteed as to dollar amount; and
2. do not vary in amount based on the investment performance of the variable subaccounts.

When annuity payments begin, amounts allocated to provide fixed dollar payments will be applied to the applicable Annuity Payout Rates Table. This will be done in accordance with the payment plan chosen. The minimum amount payable for each $1,000 so applied is shown in Table B under the Tables of Annuity Payout Rates section.

# Variable Annuity Payments

A Variable Annuity is an annuity with payments which:

1. are not predetermined or guaranteed as to dollar amount; and
2. vary in amount based on the investment performance of the variable subaccounts.

## Determination of the First Variable Annuity Payment

When a Participant's annuity payments begin, the amounts allocated to provide Variable Annuity payments will be applied to the applicable Annuity Payout Rates Table. This will be done:

1. on the Participant's Annuitization Start Date; and
2. in accordance with the payment plan chosen. The amount payable for the first payment for each $1,000 so applied is shown in Table A under the Tables of Annuity Payout Rates section.

## Variable Annuity Payments After the First Payment

Variable annuity payments after the first payment vary in amount. The amount changes with the investment performance of the variable subaccounts. The dollar amount of Variable Annuity payments after the first is not fixed. It may change from month to month. The dollar amount of such payments is determined as follows.

1. The dollar amount of the first annuity payment is divided by the value of an Annuity Unit as of the Valuation Date on or next preceding the seventh Day before a Participant's Annuitization Start Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first payment. This number of Annuity Units remains fixed during the annuity payment period unless exchanged for units of any of the other variable subaccounts as provided below.
2. The fixed number of Annuity Units is multiplied by the Annuity Unit value as of the Valuation Date on or next preceding the seventh Day before the date the payment is due. The result establishes the dollar amount of the payment.

In order for the dollar amount of variable annuity payments not to decrease, the assets of the variable account must have a 5% annualized investment return.

We guarantee that the dollar amount of each payment after the first will not be affected by variations in expenses or mortality experience.

# Exchange of Annuity Units

After a Participant's Annuitization Start Date, Annuity Units of any variable subaccount may be exchanged for units of any of the other variable subaccounts. This may be done no more than once in any contract year. Unless We agree otherwise Participants may use a maximum of ten variable subaccounts at any one time. No exchanges may be made to or from any Fixed Annuity after the Annuitization Start Date.

# Tables of Annuity Payout Rates

Table A below shows the amount of the first monthly Variable Annuity payment, based on a 5% assumed investment return, for each $1,000 of value applied under any payment plan. The amount of the first and all subsequent monthly fixed dollar annuity payments for each $1,000 of value applied under any payment plan will be based on Our fixed dollar Table of Annuity Payout Rates in effect on a Participant's Annuitization Start Date.

Such rates are guaranteed to be not less than those shown in Table B. The amount of such annuity payments under Plans A, B and C will depend upon the Attained Age of the Annuitant on the Annuitization Start Date. The amount of such annuity payments under Plan D will depend upon the Attained Age of the Annuitant and the Joint Annuitant on the Annuitization Start Date.

**Table A - Dollar Amount of First Monthly Variable Annuity Payment Per $1,000 Applied**

| | | Plan A | Plan B | | | Plan C | Plan D |
|---|---|---|---|---|---|---|---|
| | | | Life Income with | | | | |
| Age at Annui-tization | Beginning in Year | Life Income Non-Refund | Five Years Certain | Ten Years Certain | Fifteen Years Certain | Installment Refund | Joint &Survivor Non-Refund Same Age |
| Age 65 | 2015 | 5.84 | 5.82 | 5.76 | 5.65 | 5.66 | 5.20 |
| | 2020 | 5.77 | 5.75 | 5.70 | 5.60 | 5.61 | 5.16 |
| | 2025 | 5.71 | 5.69 | 5.64 | 5.55 | 5.55 | 5.12 |
| | 2030 | 5.65 | 5.63 | 5.59 | 5.51 | 5.51 | 5.09 |
| | 2035 | 5.59 | 5.58 | 5.54 | 5.47 | 5.46 | 5.05 |
| | 2040 | 5.54 | 5.52 | 5.49 | 5.42 | 5.42 | 5.03 |
| Age 75 | 2015 | 7.56 | 7.45 | 7.14 | 6.68 | 6.97 | 6.31 |
| | 2020 | 7.41 | 7.32 | 7.04 | 6.62 | 6.87 | 6.23 |
| | 2025 | 7.28 | 7.19 | 6.94 | 6.56 | 6.78 | 6.15 |
| | 2030 | 7.16 | 7.08 | 6.85 | 6.50 | 6.69 | 6.07 |
| | 2035 | 7.04 | 6.97 | 6.76 | 6.45 | 6.61 | 6.00 |
| | 2040 | 6.93 | 6.87 | 6.68 | 6.39 | 6.53 | 5.94 |
| Age 85 | 2015 | 11.39 | 10.65 | 9.06 | 7.58 | 9.45 | 8.83 |
| | 2020 | 11.07 | 10.41 | 8.96 | 7.56 | 9.28 | 8.64 |
| | 2025 | 10.77 | 10.19 | 8.87 | 7.53 | 9.11 | 8.46 |
| | 2030 | 10.50 | 9.98 | 8.77 | 7.51 | 8.95 | 8.29 |
| | 2035 | 10.24 | 9.78 | 8.67 | 7.48 | 8.80 | 8.14 |
| | 2040 | 10.01 | 9.59 | 8.58 | 7.46 | 8.67 | 8.00 |
| Age 95 | 2015 | 19.49 | 15.13 | 10.34 | 7.82 | 14.05 | 14.34 |
| | 2020 | 18.97 | 14.97 | 10.33 | 7.82 | 13.87 | 14.03 |
| | 2025 | 18.48 | 14.82 | 10.32 | 7.81 | 13.69 | 13.75 |
| | 2030 | 18.03 | 14.67 | 10.31 | 7.81 | 13.52 | 13.50 |
| | 2035 | 17.61 | 14.53 | 10.30 | 7.81 | 13.37 | 13.26 |
| | 2040 | 17.22 | 14.39 | 10.29 | 7.81 | 13.23 | 13.05 |
| Age 100 | 2015 | 27.60 | 17.28 | 10.49 | 7.82 | 18.14 | 19.97 |
| | 2020 | 27.41 | 17.26 | 10.49 | 7.82 | 18.10 | 19.87 |
| | 2025 | 27.22 | 17.25 | 10.49 | 7.82 | 18.06 | 19.77 |
| | 2030 | 27.04 | 17.24 | 10.49 | 7.82 | 18.02 | 19.68 |
| | 2035 | 26.86 | 17.22 | 10.49 | 7.82 | 17.98 | 19.59 |
| | 2040 | 26.69 | 17.21 | 10.49 | 7.82 | 17.94 | 19.50 |

Table A above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G and a 5% assumed investment return. Annuity Payment rates for any year, age, or any combination of year and age not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request. Amounts shown in the Table below are based on a 5% assumed investment return.

**Plan E - Dollar Amount of First Monthly Variable Annuity Payment Per $1,000 Applied**

| Years Payable | Monthly Payment | Years Payable | Monthly Payment | Years Payable | Monthly Payment |
|---|---|---|---|---|---|
| 10 | 10.51 | 17 | 7.20 | 24 | 5.88 |
| 11 | 9.77 | 18 | 6.94 | 25 | 5.76 |
| 12 | 9.16 | 19 | 6.71 | 26 | 5.65 |
| 13 | 8.64 | 20 | 6.51 | 27 | 5.54 |
| 14 | 8.20 | 21 | 6.33 | 28 | 5.45 |
| 15 | 7.82 | 22 | 6.17 | 29 | 5.36 |
| 16 | 7.49 | 23 | 6.02 | 30 | 5.28 |

Fixed Dollar annuity payments will not be less than those shown in Table B. In addition, the amount of such payments will not be less than that which would be provided if a single payment immediate annuity contract then offered by Us to Annuitants in the same class were to be purchased with the surrender value of a Participant's Certificate Account.

**Table B - Dollar Amounts of Each Monthly Fixed Dollar Annuity Payment Per $1,000 Applied**

| | | Plan A | Plan B | | | Plan C | Plan D |
|---|---|---|---|---|---|---|---|
| | | | Life Income with | | | | |
| Age at Annuitization | Beginning In Year | Life Income Non-Refund | Five Years Certain | Ten Years Certain | Fifteen Years Certain | Life Income Installment Refund | Joint & Survivor Non-Refund |
| Age 65 | 2015 | 3.59 | 3.58 | 3.55 | 3.49 | 3.16 | 3.03 |
| | 2020 | 3.53 | 3.52 | 3.49 | 3.43 | 3.13 | 2.98 |
| | 2025 | 3.47 | 3.46 | 3.43 | 3.38 | 3.09 | 2.94 |
| | 2030 | 3.41 | 3.40 | 3.38 | 3.33 | 3.05 | 2.91 |
| | 2035 | 3.35 | 3.35 | 3.33 | 3.28 | 3.02 | 2.88 |
| | 2040 | 3.30 | 3.30 | 3.28 | 3.24 | 2.99 | 2.85 |
| Age 75 | 2015 | 5.30 | 5.24 | 5.03 | 4.66 | 4.19 | 4.22 |
| | 2020 | 5.16 | 5.11 | 4.92 | 4.60 | 4.13 | 4.14 |
| | 2025 | 5.04 | 4.99 | 4.83 | 4.53 | 4.07 | 4.06 |
| | 2030 | 4.92 | 4.88 | 4.73 | 4.46 | 4.01 | 3.99 |
| | 2035 | 4.82 | 4.78 | 4.65 | 4.40 | 3.96 | 3.92 |
| | 2040 | 4.71 | 4.68 | 4.56 | 4.34 | 3.91 | 3.86 |
| Age 85 | 2015 | 9.02 | 8.48 | 7.14 | 5.71 | 6.02 | 6.76 |
| | 2020 | 8.72 | 8.25 | 7.04 | 5.68 | 5.92 | 6.57 |
| | 2025 | 8.44 | 8.03 | 6.93 | 5.66 | 5.83 | 6.40 |
| | 2030 | 8.19 | 7.83 | 6.83 | 5.63 | 5.74 | 6.24 |
| | 2035 | 7.95 | 7.63 | 6.73 | 5.60 | 5.66 | 6.10 |
| | 2040 | 7.73 | 7.45 | 6.63 | 5.57 | 5.59 | 5.97 |
| Age 95 | 2015 | 17.02 | 13.23 | 8.56 | 5.97 | 9.50 | 12.25 |
| | 2020 | 16.52 | 13.07 | 8.55 | 5.97 | 9.41 | 11.96 |
| | 2025 | 16.06 | 12.91 | 8.54 | 5.97 | 9.33 | 11.70 |
| | 2030 | 15.64 | 12.76 | 8.53 | 5.97 | 9.26 | 11.46 |
| | 2035 | 15.25 | 12.62 | 8.52 | 5.97 | 9.19 | 11.24 |
| | 2040 | 14.89 | 12.48 | 8.51 | 5.97 | 9.11 | 11.04 |
| Age 100 | 2015 | 25.09 | 15.53 | 8.73 | 5.98 | 12.56 | 17.86 |
| | 2020 | 24.91 | 15.51 | 8.73 | 5.98 | 12.54 | 17.77 |
| | 2025 | 24.74 | 15.50 | 8.73 | 5.98 | 12.52 | 17.68 |
| | 2030 | 24.57 | 15.48 | 8.73 | 5.98 | 12.50 | 17.59 |
| | 2035 | 24.40 | 15.47 | 8.73 | 5.98 | 12.48 | 17.50 |
| | 2040 | 24.24 | 15.46 | 8.73 | 5.98 | 12.46 | 17.42 |

Table B above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G at 1.0% annual effective interest rate. Annuity Payment rates for any year, age, or any combination of year and age not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request. Amounts shown in the Table below are based on a 1.0% annual effective interest rate.

**Plan E - Dollar Amount of Each Monthly Fixed Dollar Annuity Payment Per $1,000 Applied**

| Years Payable | Monthly Payment | Years Payable | Monthly Payment | Years Payable | Monthly Payment |
|---|---|---|---|---|---|
| 10 | 8.75 | 17 | 5.33 | 24 | 3.90 |
| 11 | 7.99 | 18 | 5.05 | 25 | 3.76 |
| 12 | 7.36 | 19 | 4.81 | 26 | 3.64 |
| 13 | 6.83 | 20 | 4.59 | 27 | 3.52 |
| 14 | 6.37 | 21 | 4.40 | 28 | 3.41 |
| 15 | 5.98 | 22 | 4.22 | 29 | 3.31 |
| 16 | 5.63 | 23 | 4.05 | 30 | 3.21 |

# Group Deferred Annuity Contract

**RiverSource Life Insurance Company**
Offices:
70100 Ameriprise Financial Center
Minneapolis, MN 55474

- Employer Plan
- Group Deferred Annuity - Individual Allocation
- Optional Fixed Dollar or Variable Accumulation Values and Variable Annuity Payments
- This Contract is Nonparticipating - Dividends Are Not Payable
- Surrender Charges May Be Waived under Specified Conditions

CONTRACT DATA

Group Deferred 403(b) Annuity Contract: *RiverSource*(R) Retirement Group Annuity IV 1

Contract Number: 9920-SAMPLE 2 Contract Date: January 20, 2012 2

Contract Owner: ABC School 2

Application Signed State/Contract Delivery State: State 3

Contract Type: Contributory Qualified Plan (Tax Sheltered Annuity) 4

*The amounts, ages, interest rates, charges and fees shown on these Contract Data pages apply to each Participant's Certificate Account.*

Maximum Purchase Payments Permitted:

1st Certificate Year and Total*:

- Under age 86: 5 — $1,000,000 9
- 7 Age 86 or older and under age 91: 6 — $100,000 10
- 8 Age 91 or older: — $0 11

Each Certificate Year thereafter:

- Under age 86: 5 — $100,000 12
- 7 Age 86 or older and under age 91: 6 — $50,000 13
- 8 Age 91 or older: — $0 14

*The 1st Certificate year and Total amount applies to all deferred annuity contracts and/or Certificates We have issued to a Participant.

Minimum Additional Purchase Payment: $50 15

We reserve the right to change this amount for Participants who enroll under this contract on or after the date of any change. The amount will never be less than $10 16 nor greater than $100. 17

49 Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account: $1,000 18

As of the Contract Date, accounts available for allocation of purchase payments are the Fixed Account, 50 Guarantee Period Accounts and variable subaccounts investing in funds as shown below.

**Fixed Account**

Regular Fixed Account

51 6-month Special DCA Fixed Account

12-month Special DCA Fixed Account

**Guarantee Period Accounts (GPA)**

52 1 Year Guarantee Period Account
2 Year Guarantee Period Account
3 Year Guarantee Period Account
4 Year Guarantee Period Account
5 Year Guarantee Period Account
6 Year Guarantee Period Account
7 Year Guarantee Period Account
8 Year Guarantee Period Account
9 Year Guarantee Period Account
10 Year Guarantee Period Account

**Subaccount Funds**

AllianceBernstein VPS Lg Cap Gr Por Cl B
American Century VP Value Class II 53
Columbia VP Balanced Fund Cl 3
Columbia VP Cash Management Fund Cl 2
Columbia VP Div Equity Income Fd Cl 2

**Subaccount Funds (Continued)**

Columbia VP Diversified Bond Fund Class 2
Columbia VP Dynamic Equity Fund Class 2
Columbia VP Emerging Mkts Opport Fd Cl 2
Columbia VP Global Bond Fund Class 2 53
Columbia VP Global Infl Prot Sec Fd Cl 2
Columbia VP High Income Fd Cl 2
Columbia VP High Yield Bond Fund Cl 2
Columbia VP Income Opportunities Fd Cl 2
Columbia VP Intl Opportunity Fund Cl 2
Columbia VP Large Cap Growth Fund Cl 2
Columbia VP Limited Dur Credit Fd Cl 2
Columbia VP Marsico Intl Opp Cl 2
Columbia VP Mid Cap Grwth Opport Fd Cl 2
Columbia VP Mid Cap Val Opport Fd Cl 2
Columbia VP S&P 500 Index Fund Cl 3
Columbia VP Select Lg Cap Value Fd Cl 2
Columbia VP Select Sm Cap Value Fd Cl 2
Columbia VP Short Dur US Govt Fund Cl 2
Columbia VP Strategic Income Fund Cl 2

Contract Number: 9920-SAMPLE 2 Contract Date: January 20, 2012 2

**Subaccount Funds (Continued)**

Fidelity VIP Contrafund Port Serv Cl 2
Fidelity VIP Mid Cap Port Service Cl 2 53
FTVIPT Franklin Sm Cap Val Sec Fd Cl 2
FTVIPT Mutual Shares Sec Fd Cl 2
Janus Aspen Srs Janus Port Svc Shs
MFS Utilities Series Service Class
Morgan Stanley UIF Mid Cap Gr Port Cl II
Neuberger Berman Adv Mgt Tr Soc Res Cl S
Oppenheimer Glbl Sec Fund/VA Srv Shs
Oppenheimer MainSt Sm&Md Cap Fund/VA SvsSh
PIMCO VIT All Asset Port Advisor Shs Cl
VP - Aggressive Portfolio Class 2
VP - Conservative Portfolio Class 2
VP - Moderate Portfolio Class 2
VP - Moderately Aggressive Port Cl 2
VP - Moderately Conservative Port Cl 2
VP AllianceBernstein Intl Val Fd Cl 2
VP American Century Div Bond Fd Cl 2
VP American Century Growth Fd Cl 2
VP Columbia Wanger Intl Equities Fd Cl 2
VP Columbia Wanger U.S. Equities Fd Cl 2
VP Davis New York Venture Fund Cl 2
VP Eaton Vance Floating-Rate Inc Fd Cl 2
VP Goldman Sachs Mid Cap Val Fd Cl 2
VP Invesco Intl Growth Fund Cl 2
VP J.P. Morgan Core Bond Fd Cl 2
VP Jennison Mid Cap Growth Fd Cl 2
VP Marsico Growth Fund Cl 2
VP MFS Value Fund Class 2
VP Morgan Stanley Glbl Real Est Fd Cl 2
VP NFJ Dividend Value Fd Cl 2
VP Nuveen Winslow Lg Cap Growth Fd Cl 2
VP Partners Small Cap Growth Fd Cl 2
VP Partners Small Cap Value Fd Cl 2
VP PIMCO Mort-Backed Sec Fd Cl 2
VP Pyramis Intl Equity Fund Cl 2
VP Wells Fargo Short Dur Govt Fd Cl 2
WF Advantage VT Opportunity Fd Cl 2
WF Advantage VT Small Cap Growth Fd Cl 2

Fixed Account Minimum Interest Rate: 1.00% 19

We reserve the right to change this percentage for Participants who enroll under this contract on or after the date of any change. The percentage will never be less than 1.00% nor greater than 3.00%.

56 MVA Risk Factor: 0.001 20

See Guarantee Period Accounts endorsement, MVA formula.

CV Waiver Percentage: 10% 21

See the definition of "total free amount" in the Surrender Charge provisions.

ROPP Benefit Age: 79 22

See Payments to Beneficiaries provision. We reserve the right to change this age for Participants who enroll under this contract on or after the date of any change. The age will never be less than 70 nor 23 greater than 90. 24

Hospitalization/Nursing Home Waiver Benefit Age: 75 25

See Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision.

TI Waiver Benefit Age: 100 26

See Waiver of Surrender Charges upon Terminal Illness Diagnosis provision.

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Annual Mortality and Expense Risk Fee: 0.95% of the daily net asset value

We reserve the right to change this percentage for Participants who enroll under this contract on or after the date of any change. The percentage will never be less than 0.80% nor greater than 1.10%. 29

28

Annual Variable Account Administrative Charge: 30 0.00% of the daily net asset value

We reserve the right to change this percentage for Participants who enroll under this contract on or after the date of any change. The percentage will not be greater than 0.20%.

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Contract Number: 9920-SAMPLE 2 Contract Date: January 20, 2012 2

Certificate Administrative Charge:

Initial Annual Charge $30 32

We reserve the right to adjust this charge after the first Certificate Anniversary, but the charge will never exceed $50. We also reserve the right to change the Initial Annual Charge for Participants who enroll under this contract on or after the date of any change. The minimum amount is $0, and it will not be greater than $50. 33 34 35

Initial Annual Charge if Certificate Account Value equals or exceeds $50,000 $0 36

We reserve the right to charge up to $20 after the first Certificate Anniversary. We also reserve the right to change the Initial Annual Charge under this waiver for Participants who enroll under this contract on or after the date of any change. The minimum amount is $0, and it will not be greater than $20. 38 37

Schedule of Surrender Charges: If a Participant surrenders all or a portion of his or her Certificate Account Value or if the Contract Holder surrenders the contract, a surrender charge may apply. A surrender charge applies if all or part of the Certificate Account Value is surrendered during the surrender charge period which is the first five Certificate years.

| Certificate Year | Surrender Charge Percentage Applied to Purchase Payments |
|---|---|
| 1 | 7% |
| 2 | 6% |
| 3 | 5% |
| 4 | 4% |
| 5 | 3% |
| Thereafter | 0% |

A Participant may surrender the greater of (1) his or her prior Certificate Anniversary Certificate Account Value multiplied by the CV Waiver Percentage shown above or (2) Certificate Account earnings each certificate year without incurring a surrender charge. Refer to the Surrender Provisions.

Regular Fixed Account Purchase Payment and Transfer Limits: 39

1. Payments to the Regular Fixed Account are limited to 100% of each payment. We reserve the right to change this percentage for Participants who enroll under this contract on or after the date of any 40 change. The minimum percentage is 5%, and the maximum percentage is 100%. (There will be no 41 limits on payments to the Regular Fixed Account if the payment is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a 57 nondiscriminatory basis with notification.)
2. Transfers to the Regular Fixed Account are limited to transfer amounts which result in the Regular Fixed Account Certificate Account Value (after the transfer) being no more than 100% of the total 42 Certificate Account Value. We reserve the right to change this percentage for Participants who enroll under this contract on or after the date of any change. The minimum percentage is 5%, and the 43 44 maximum percentage is 100%. (There will be no limits on transfers to the Regular Fixed Account if the transfer is used to establish automated transfers under a dollar cost averaging arrangement, 57 unless this exception is terminated on a nondiscriminatory basis with notification.)
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
   45 a. $10,000; or
   46 b. 30% of a Participant's Regular Fixed Account Certificate Account Value at the beginning of the certificate year. We reserve the right to change this percentage for Participants who enroll under this contract on or after the date of any change. The percentage will 47 never be less than 5% nor greater than 30%. All purchase payments received into the 48 Regular Fixed Account prior to a Participant's transfer request are considered his or her beginning of certificate year value during the first certificate year.

# Group Deferred 403(b) Annuity Certificate

## RiverSource Life Insurance Company

70100 Ameriprise Financial Center
Minneapolis MN 55474

1-800-862-7919

1

1

RiverSource Annuities

This Certificate describes Your interest in the group deferred annuity contract ("the contract") issued by Us, RiverSource Life Insurance Company, a stock company, Minneapolis, Minnesota. Your rights and obligations are governed by the contract, not by this Certificate. **PLEASE READ YOUR CERTIFICATE CAREFULLY.**

RiverSource Life Insurance Company agrees to provide benefits to You and Your beneficiaries according to the terms and conditions provided in the contract and described in this Certificate. We issue this Certificate in consideration of payment of the initial purchase payment.

**ACCUMULATION VALUES AND ANNUITY PAYMENTS, WHEN BASED ON THE INVESTMENT RESULTS OF THE VARIABLE SUBACCOUNTS, ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. SEE THE ACCOUNTS: FIXED AND VARIABLE SECTION FOR VARIABLE ACCOUNT PROVISIONS.**

**OPTIONAL CERTIFICATE RIDER CHARGES MAY REDUCE YOUR DEATH BENEFIT AMOUNT TO LESS THAN THE CERTIFICATE ACCOUNT VALUE. SEE THE PAYMENTS TO BENEFICIARIES PROVISIONS.**

4

**NOTICE OF YOUR RIGHT TO EXAMINE THE CERTIFICATE FOR TEN DAYS.** If for any reason You are not satisfied with this Certificate, You may cancel enrollment in the contract by returning the Certificate to Us or Our agent within ten Days after You receive it.

- Upon such cancellation We will refund an amount equal to the sum of: (1) any purchase payments allocated to the Certificate Account, plus or minus any change in value, at the end of the Valuation Period during which We receive the Certificate; and (2) any premium tax charges paid.
- If this Certificate is intended to replace an existing contract or certificate, Your right to examine the Certificate is extended to 30 Days.

Your enrollment under the contract will then be considered void from the start.

Signed for and issued by RiverSource Life Insurance Company of Minneapolis, Minnesota, as of the Certificate Date.

3

Secretary

President

- You are a Participant in an Employer Plan
- Group Deferred Annuity - Individual Participant Allocation
- Optional Fixed Dollar or Variable Accumulation Values and Variable Annuity Payments
- Nonparticipating – Dividends Are Not Payable
- Surrender Charges May Be Waived under Specified Conditions

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# Definitions

The following words are used often in this Certificate. When We use these words, this is what We mean:

## Accumulation Unit
An Accumulation Unit is an accounting unit of measure. It is used to calculate Your Certificate Account Value in the Variable Account prior to the application of amounts to an annuity payment plan.

## Annuitant, Joint Annuitant
The Annuitant is the person on whose life periodic annuity payments depend. A Joint Annuitant can be named by You when selecting a payment plan to apply on the Annuitization Start Date.

## Annuitization Start Date
The Annuitization Start Date is the date on which annuity payments begin as described in the Annuity Payment provision. This date is either as shown under Certificate Data or the date as changed as described in this Certificate. You will be notified prior to the Annuitization Start Date.

## Annuity Unit
An Annuity Unit is an accounting unit of measure. It is used to calculate the value of annuity payments from the variable subaccounts on and after the Annuitization Start Date.

## Attained Age
Attained Age is the number of whole years since birth, which is the same as the age as of a person's latest birthday, unless born on February 29.

## Certificate
The document which describes Your coverage under the contract. The Certificate is a summary of Your rights and obligations under the contract.

## Certificate Account
We establish an account for each Participant under the contract to maintain a record of purchase payments, transactions and values.

## Certificate Account Value
The value of Your Certificate Account is the sum of the Certificate Account Value in the Regular Fixed Account, the Special DCA Fixed Account, the Loan Account and the Variable Account.

## Certificate Anniversary
The Certificate Anniversary is the same Day and month as the Certificate Date each year that Your Certificate Account remains in force under the contract.

## Certificate Data
The Certificate Data pages contain information specific to You and Your Certificate.

## Certificate Date
The Certificate Date is the date from which Certificate Anniversaries and certificate years are determined. Your Certificate Date is shown under Certificate Data.

## Code
The Code is the Internal Revenue Code of 1986, as amended, its regulations thereunder and/or promulgations of the Internal Revenue Service, as applicable.

## Contract Holder
"Contract Holder" refers to Your employer who owns the contract and has established and sponsors the Plan. The Contract Holder, as Your employer, accommodates Elective Deferral Contributions and Nonelective Contributions made by or on behalf of You.

## Day
Unless specified otherwise, a Day is a calendar day.

## Designated Beneficiary
Designated Beneficiary is a beneficiary who meets the requirements of the term as defined under Section 401(a)(9) of the Code and any supporting regulations. For example, a non-natural person generally cannot be a designated beneficiary under these requirements.

## Elective Deferral Contributions
This refers to the aggregate of amounts You or the Contract Holder, acting on Your behalf, contribute to an elective deferral plan under any salary reduction agreement that conforms to Section 402(g) of the Code ("Pre-tax Contributions") and, if permitted under the Plan and accepted by Us, after-tax contributions that satisfy the requirements of Section 402A of the Code ("403(b) Roth Contributions"). To qualify as 403(b) Roth Contributions, such amounts must:

a. be irrevocably designated as 403(b) Roth Contributions;
b. not be excludable from gross income; and
c. be accounted for separately from all other Certificate Account contributions along with related gains and losses ("Designated 403(b) Roth Account").

## ERISA
Employee Retirement Income Security Act of 1974, as amended, and regulations thereunder.

## Fixed Account
The Fixed Account is part of our general account, which is made up of all Our assets other than those in any unitized separate account.

## Fixed Annuity
A Fixed Annuity is an annuity with payments which are guaranteed by Us as to dollar amount during the annuity payment period.

## IRS
The Internal Revenue Service, United States Department of the Treasury.

## Loan Account
The Loan Account is the Certificate Account Value needed to collateralize a loan from Your Certificate Account.

## Loan Balance
The Loan Balance is the remaining principal amount plus any unpaid accrued interest charges.

## Nonelective Contributions
Any contributions made by the Contract Holder on Your behalf (or to other 403(b) funding instruments authorized under the Plan) that do not qualify as Elective Deferral Contributions or Roth 403(b) Contributions. Any corrective contributions made by the Contract Holder as part of a voluntary compliance program will not be a Nonelective Contribution unless specifically identified as such as part of the correction process.

## Participant, You, Your
The eligible employee or other person named in this Certificate under Certificate Data who is accepted for enrollment under the contract and is entitled to benefits under the Plan as determined and reported to Us by the Contract Holder.

## Plan
Plan refers to the written plan document established by the Contract Holder which meets the requirements of Section 403(b) of the Code.

## Regular Fixed Account
The Regular Fixed Account is an option within the Fixed Account to You may allocate purchase payments and Certificate Account Values. The amounts allocated to the Regular Fixed Account will earn a specified rate of interest.

## QDRO
A qualified domestic relations order as defined in Section 414(q) of the Code.

## Required Beginning Date
The date distributions under the Certificate Account must commence as described in the Required Minimum Distributions provision.

## Special DCA Fixed Account
The Special DCA Fixed Account is an option within the Fixed Account to which You may allocate purchase payments. Purchase payment amounts You allocate to the Special DCA Fixed Account must be transferred within a specified period of time to selected variable subaccounts. The amounts allocated to the Special DCA Fixed Account earn a specified rate of interest until transferred out of the Special DCA Fixed Account.

## Tax Sheltered Annuity
A tax sheltered annuity as described in Section 403(b) of the Code.

## Valuation Date
A Valuation Date is each Day the New York Stock Exchange is open for trading. At the New York Stock Exchange close of business, the next Valuation Date begins.

## Valuation Period
A Valuation Period is the interval of time commencing at the New York Stock Exchange close of business on each Valuation Date and ending at the close of business on the next Valuation Date.

## Variable Account
The Variable Account consists of separate variable subaccounts to which You may allocate Certificate Account Values including purchase payments. Each subaccount invests in shares of one fund. The variable subaccounts available on the Certificate Date are shown under Certificate Data. The value of Your investment in each variable subaccount changes with the performance of the particular fund.

## Variable Annuity
A Variable Annuity is an annuity with payments which are not predetermined or guaranteed as to dollar amount and vary in amount with the investment experience of one or more of the variable subaccounts.

## We, Us, Our
Any reference to "We," "Us" or "Our" means RiverSource Life Insurance Company.

## Written Request
A Written Request is a request in writing, on a form acceptable to Us, signed by You and delivered to Us at Our corporate office.

# General Provisions

## Entire Contract

The contract form and any attached endorsements or riders are the entire contract between the Contract Holder and Us.

The Plan is not part of the contract. The contract is subject to the terms of the Plan to the extent that the terms of the Plan are consistent with the terms of the contract and do not provide benefits for You or impose responsibilities or duties on RiverSource Life greater than those described in the contract and this Certificate.

No one except one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary) can change or waive any of Our rights or requirements under the contract. That person must do so in writing. None of Our other representatives or other persons has the authority to change or waive any of Our rights or requirements under the contract.

## Annuity Tax Qualification

The contract is intended to qualify as an annuity contract under Section 72 and other relevant sections of the Code for federal income tax purposes. It is also intended to qualify as a 403(b) Tax Sheltered Annuity under Section 403(b) of the Code. To that end, the provisions of the contract as described in this Certificate are to be interpreted to ensure or maintain such tax-qualification, despite any other provisions to the contrary. We reserve the right to unilaterally amend the contract as may be needed or is appropriate to maintain such tax qualification, subject to any necessary regulatory approval. We will send You a copy of any such amendments.

## Contract Modification

Except as set forth in the Annuity Tax Qualification provision above, the contract may be modified at any time by mutual agreement between the Contract Holder and Us. The modification must be signed by one of Our corporate officers (President, Vice President, Secretary or Assistant Secretary).

For a modification We initiate that requires the Contract Holder consent, We will notify the Contract Holder 60 Days in advance and consider that the Contract Holder has agreed to the modification unless We receive written notice that the Contract Holder does not agree at least 30 Days before the date the modification becomes effective.

## Plan Limitations

The provisions of the contract described in this Certificate and the exercise of Your rights under the contract are subject to any conditions and/or limitations imposed by the Plan. We shall rely on representations made by the Contract Holder regarding the content and meaning of any provision of the Plan. Except with respect to Certificate Account fees and charges, where the terms of the Plan are inconsistent with the contract, the terms of the Plan shall govern unless such interpretation would cause the contract to fail to qualify as an annuity that satisfies the requirements of Section 403(b) of the Code.

## Incontestable

This Certificate is incontestable from its date of issue.

## Benefits Based on Incorrect Data

If benefit amounts are determined by incorrect information regarding a person's age, payments described in this Certificate will be adjusted. They will be based on what would have been provided at the correct birth date. Any underpayments made by Us will be made up promptly without interest. We reserve the right to recover any amounts overpaid from You or Your estate. If there are any future payments from the Certificate Account, overpayments made by Us will be subtracted, without interest, and/or as otherwise legally permissible.

## State Laws

This Certificate is governed by the law of the state in which it is delivered. The values and benefits described in the Certificate are at least equal to those required by such state. Any paid up annuity, cash surrender or death benefits are not less than the minimum benefits required by any law of the state in which the Certificate is delivered.

## Reports to Participants

At least once a year as of a date not more than four months previous to the date of mailing, We will send You, without charge, a statement showing (1) the Certificate Account Value as of the beginning and end dates of the period, (2) the Certificate Account's surrender value and any outstanding loan value as of the end date of the period, and (3) amounts credited or debited during the period, identified by type. This statement will also show any other information required under state or federal law.

We will also send You, without charge, notice of current or other values upon Your request.

## Evidence of Survival

Where any payments described in this Certificate depend on the recipient or Annuitant being alive on a certain date, We may require proof satisfactory to Us that such condition has been met. Such proof may be required prior to making the payments.

## Protection of Proceeds

Subject to any QDRO requirements, payments described in this Certificate are not assignable by any beneficiary prior to the time they are due. To the extent allowed by law, payments are not subject to the claims of creditors or to legal process.

## Payments by Us

All sums payable by Us are payable at Our corporate office. Any payment or surrender from a variable subaccount is based on the variable subaccount value.

## Voting Rights

If federal law requires, We will give certain voting rights to Participants. If You have voting rights, We will send You a notice telling You the time and place of a shareholder meeting. The notice will also explain matters to be voted upon and how many votes to which You are entitled.

## Nonforfeitable

The Certificate Account is established for the exclusive benefit of You and/or Your beneficiaries. Your interest is nonforfeitable and nontransferable and may not be waived, relinquished, or assigned, except as may be permitted under the Code, by law or applicable court order.

## Contract Not Intended for Use with ERISA Plans

This Certificate is not intended for use in connection with an employer sponsored plan that is subject to ERISA. We are not responsible for any obligations and requirements that arise under ERISA and any regulations or applicable guidance issued thereunder.

## Optional Retirement Plan Provisions

The provisions of this section are applicable only if the Plan is part of an Optional Retirement Program and/or state retirement system ("ORP") offered by certain governmental employers and the Contract Holder notifies Us, in writing, that an ORP will modify Your Certificate Account. For Certificate Accounts that are not established in conjunction with an ORP, this section shall have no effect.

You agree that this Certificate shall be interpreted, to the extent possible, to comply with the terms and conditions of the ORP and any guidance provided thereunder, provided that We will not be responsible for complying with the requirements of any ORP until the Contract Holder notifies Us, in writing that Your Certificate Account is subject to an ORP, and provides information on the ORP to Us. The ORP often includes restrictions on certain contract features, such as imposing a vesting schedule on Nonelective Contributions, restricting the availability of loans or "in service" distributions and prohibiting contract or Certificate exchanges and distributions prior to Your termination of employment or retirement. Rights and features described in this Certificate will be restricted in accordance with the ORP to the extent required by applicable law.

## Military Personnel Rights

The Uniformed Services Employment and Reemployment Rights Act (USERRA), prohibits discrimination against persons because of their service in the Armed Forces Reserve, the National Guard, or other uniformed services. The Heroes Earning Assistance and Relief Act of 2008 (HEART) created additional rights for qualifying employees who leave employment or return to employment due to qualifying military service. Notwithstanding any other provisions described in this Certificate, this Certificate may be interpreted to conform to the requirements of USERRA and HEART, as amended from time to time and as may be required by the Plan.

## IRS Levy

We may direct payment from Your Certificate Account in accordance with a lawfully issued tax levy issued by the Internal Revenue Service with respect to You.

# Ownership and Beneficiaries

## Participant Rights

Your rights as described in this Certificate are subject to the terms of the contract and the Contract Holder's Plan.

## Change of Ownership

The Certificate Account may not be sold, assigned, transferred, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than as may be required or permitted under Section 403(b) of the Code. This restriction shall not apply to any rights to a Certificate Account established by a QDRO.

## Beneficiary

Except as otherwise described in this Certificate, beneficiaries are those You designate, in accordance with applicable provisions of the Plan and the Code, to receive the death benefit described in this Certificate if You die while You are covered under the contract.

Only those beneficiaries who are living as of the date of death may share in the benefits, if any. Benefits will be paid to all primary beneficiaries surviving You, in accordance with Your last beneficiary designation on file. If none survive, proceeds will be paid to all surviving contingent beneficiaries. If there is no valid beneficiary designation or if no beneficiary survives, We will pay the benefits as follows:

- to Your spouse, if living;
- if no spouse is living, to Your lawful children per stirpes;
- if You have no spouse or direct descendents, to Your parents equally or the survivor, if living, otherwise to Your estate.

## Change of Beneficiary

Unless otherwise restricted by the Plan, beneficiaries may be changed as described below.

**By Participant:** You may change Your beneficiary at any time by Written Request or other method agreed to by Us. Once We receive a change, it will take effect as of the date of the request. However, We are not liable for any payment made by Us before the receipt.

**By Beneficiary:** If the death benefit described in this Certificate becomes payable to Your beneficiary (recipient) under an annuity payment plan, that recipient shall have the right to name, or later change, their own beneficiary by Written Request. If there is no valid beneficiary designation or if no beneficiary survives the recipient, We will pay any benefits due under the annuity payment plan following the death of the original beneficiary as follows:

- to the recipient's spouse, if living;
- if no spouse is living, to the recipient's lawful children per stirpes;
- if the recipient has no spouse or direct descendents, to the recipient's parents equally or the survivor, if living, otherwise to the recipient's estate.

## Pre-election of an Annuity Payment Plan

Subject to the requirements of Section 401(a)(9) of the Code and if agreed to by Us, You may elect how the death benefit described in this Certificate is to be paid in the event of Your death before the Annuitization Start Date. You must make the election by Written Request or other method agreed to by Us. In this event the death benefit shall be payable as so elected by You, rather than as requested by the beneficiary. If for any reason such election does not satisfy Section 72 of the Code or related distribution requirements, the election will be void and the beneficiary will then be permitted to elect payment pursuant to the provisions of the contract.

# Payments to Beneficiaries

## Spouse's Option to Maintain Certificate Account

In the event of Your death, Your spouse can take the death benefit or continue to maintain the Certificate Account, if eligible to become a Participant under the contract.

Election by the spouse to maintain the Certificate Account under the contract must be made by Written Request, or other method agreed to by Us, at the time We receive due proof of death. Upon spousal continuation the Certificate Account Value shall be equal to the death benefit that would otherwise have been paid. The spouse may make additional purchase payments to the Certificate Account as described in this Certificate. Surrender charges under the continued Certificate Account shall not apply after the election by Your spouse to maintain the Certificate Account.

## Death Benefit Before the Annuitization Start Date

A death benefit is payable to the beneficiary if You die with a Certificate Account Value greater than zero and if the death occurs before the Annuitization Start Date.

Any amounts payable or applied by Us as described in this section will be based on Your Certificate Account Value as of the Valuation Date on or next following the date on which We receive due proof of death at Our corporate office. Due proof of death includes all documents needed to complete a beneficiary's claim.

The death benefit for each beneficiary will be payable in a lump sum on the Valuation Date We receive due proof of death from that beneficiary. The beneficiary may elect to receive payment anytime within five years after the date of death.

Designated Beneficiaries may have additional options. In lieu of a lump sum, Your Designated Beneficiary may elect to receive regular installment payments under one of the following options:

a. Any of the irrevocable annuity payment plans (A through E) described under Annuity Provisions in this Certificate, provided:

   (i) Your Designated Beneficiary elects the payment plan within 60 Days after We receive notification of Your death; and

   (ii) The payment plan provides payments over a period which does not exceed the life or life expectancy of the Designated Beneficiary and/or the payment plan selected provides for a period certain not extending beyond the life expectancy of the Designated Beneficiary; and

   (iii) Your sole Designated Beneficiary is Your surviving spouse, and Your death occurs prior to Your Required Beginning Date, payments will irrevocably commence by the later of December 31 of the calendar year following the calendar year of Your death or December 31 of the calendar year in which You would have attained age 70 1/2; or

   Your Designated Beneficiary is someone other than Your surviving spouse, or Your death occurs on or after Your Required Beginning Date, payments will irrevocably commence no later than December 31 of the calendar year following the year of Your death.

   If the Designated Beneficiary elects an annuity payment plan, such beneficiary shall be the Annuitant for purposes of a lifetime payment plan.

b. If, upon Your death, Your Designated Beneficiary does not elect one of the irrevocable annuity payment plans (A through E) described in the Annuity Provisions, or a single sum distribution, then the Designated Beneficiary may elect to receive payments according to an alternative plan as agreed to by Us provided:

   (i) the Designated Beneficiary elects the plan at the time We receive due proof of death;

   (ii) if Your sole Designated Beneficiary is Your surviving spouse, Your entire interest will be distributed, beginning no later than the later of December 31 of the calendar year following the calendar year of Your death or December 31 of the calendar year in which You would have attained age 70 1/2, over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse (If Your surviving spouse dies before distributions commence, the remaining interest will be distributed, beginning no later than December 31 following the calendar year of Your surviving spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse.); or

   if Your sole Designated Beneficiary is someone other than Your surviving spouse, Your entire interest will be distributed, beginning no later than the end of the calendar year following the calendar year of Your death, over the remaining life expectancy of Your Designated Beneficiary, with such life expectancy determined using the age of such beneficiary as of his or her birthday in the year following the year of Your death and reduced by 1 for each subsequent year;

(iii) if You die before Your Required Beginning Date and there is no Designated Beneficiary, or if elected by the Designated Beneficiary, Your entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of Your death (or of Your spouse's death if the Designated Beneficiary was Your surviving spouse and the spouse dies before distributions are required to begin);

(iv) if You die on or after Your Required Beginning Date and there is no Designated Beneficiary, Your entire interest will be distributed, beginning no later than December 31 of the calendar year following the calendar year of Your death, over Your remaining life expectancy determined using Your age in the year of Your death and reduced by 1 for each subsequent year; and

(v) life expectancy is determined using the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9, Q&A-1.

### Amount Payable Before the Annuitization Start Date

If You are the ROPP Benefit Age (shown under Certificate Data) or younger on the Certificate Date and if You die prior to the Annuitization Start Date with a Certificate Account Value greater than zero; then We will pay the beneficiary the greater of the following amounts:

1. the Certificate Account Value, after any Certificate rider charges have been deducted, minus any Loan Balance; or
2. the Return of Purchase Payment Value, minus any Loan Balance.

If You are older than the ROPP Benefit Age (shown under Certificate Data) on the Certificate Date and if You die prior to the Annuitization Start Date with a Certificate Account Value greater than zero; then We will pay the beneficiary the Certificate Account Value, after any Certificate rider charges have been deducted, minus any Loan Balance.

After Your spouse elects to maintain the Certificate Account under the Spouse's Option to Maintain Certificate Account provision, he or she will have a death benefit as determined above based on the spouse's Attained Age at time of continuation.

**Return of Purchase Payment (ROPP) Value Definition:** On the Certificate Date the ROPP value is established as the total purchase payments made to the Certificate Account.

Adjustments are made to the ROPP value in the following circumstances:

1. Additional purchase payments will be added to the ROPP value.
2. Partial surrenders will result in "adjustments for partial surrenders" subtracted from the ROPP value.
3. After Your spouse elects to maintain the Certificate Account, the ROPP value is reset to the Certificate Account Value on the date of continuation after any Certificate rider charges have been deducted and after any increases to the Certificate Account Value due to the death benefit that would otherwise have been paid.

**Adjustments for Partial Surrenders Definition:**

"Adjustments for partial surrenders" are calculated for each partial surrender using the following formula:

$$\frac{a \times b}{c}$$ where:

**a** = the amount Your Certificate Account Value is reduced by the partial surrender

**b** = Your ROPP value on the date of (but prior to) the partial surrender

**c** = Your Certificate Account Value on the date of (but prior to) the partial surrender.

## Death Benefit After the Annuitization Start Date

Your death may produce a death benefit after the Annuitization Start Date. Payments cease for lifetime only payment plans. Payments continue to Your beneficiaries for the remainder of any guarantee period or for the lifetime of a surviving Joint Annuitant, if any. The amount payable, if any, will depend on the annuity payment plan then in effect.

If a beneficiary elects an annuity payment plan as provided under the Payment Options provision above and dies after payments begin, payments continue to beneficiaries named by the deceased beneficiary as described in the Change of Beneficiary provision for the remainder of any guarantee period.

In either circumstance, amounts remaining payable must be paid at least as rapidly as payments were being made at the time of Your death.

# Purchase Payments

## Purchase Payments

Purchase payments are the payments made by You or on Your behalf for the benefits described in this Certificate. Purchase payments must be paid or mailed to Us at Our corporate office or to an authorized agent. If requested, We'll give You a receipt for the purchase payments.

## Additional Purchase Payments

Subject to the Payment Limits provision below, additional purchase payments may be made until the earlier of:

1. the date Your enrollment under the contract terminates by surrender or otherwise; or
2. the Annuitization Start Date.

Subject to the Payment Limits Provision, You may:

1. stop and/or restart purchase payments; or
2. increase or decrease the amount of Your purchase payments; or
3. change the interval of Your purchase payments.

## Payment Limits

Maximum Purchase Payments - The maximum purchase payments in the first or later years may not exceed the lesser of:

1. amounts shown under Certificate Data, based on Your Attained Age at the time of payment, or
2. applicable limits allowed under the Code as described under the Contributions provision below and the Plan.

For item 1 above, We reserve the right to increase the maximums.

Additional Purchase Payments - You or the Contract Holder, as appropriate, may make additional purchase payments of at least the minimum amount shown under Certificate Data. We reserve the right to increase the minimums.

You cannot allocate purchase payments to the Fixed Account for six months following: (1) a partial surrender from the Fixed Account; (2) a lump sum transfer from the Regular Fixed Account to another account; or (3) termination of automated transfers from the Special DCA Fixed Account prior to the end of the elected Special DCA time period.

## Allocation of Purchase Payments

You instruct Us on how You want Your purchase payments allocated among the available accounts.

The percentage of any payment which may be allocated to the Regular Fixed Account is shown under Certificate Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

Your allocation instructions as of the Certificate Date are shown under Certificate Data. Unless any restrictions apply, You may, by Written Request or other method agreed to by Us, change Your choice of accounts or percentages. If the current allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will apply payments pro rata according to the valid portion of Your allocation instructions. Your first purchase payment will be allocated as of the end of the Valuation Period during which We make an affirmative decision to issue this Certificate. Purchase payments after the first will be allocated as of the end of the Valuation Period during which We receive the payment at Our corporate office.

## Contributions

Elective Deferral Contributions and Nonelective Contributions are purchase payments made to the Certificate Account subject to the applicable annual contribution limits. You may not make Elective Deferral Contributions and/or Roth 403(b) Contributions to the Certificate Account which, when added to contributions that are made by You or on Your behalf to any other salary reduction arrangement that is subject to Section 402(g) of the Code, exceed the annual contribution limitations of Section 402(g) of the Code for each calendar year. If the Plan permits, this annual limit may be increased, however, if You are eligible for the special "catch up" limitations under Section 414(v) of the Code for Participants that are age 50 or older and the special limits applicable under Section 402(g)(7) of the Code for certain employees with long term service with the Employer, subject to the ordering rule of IRS Treas. Reg. 1.403(b)-4(c)(3)(iv). For any Participant, the sum of Elective Deferral Contributions (including Roth 403(b) Contributions) and Nonelective Contributions, if any, made during any year cannot exceed the limitations of Section 415(c) of the Code. If the Plan uses a plan year other than the calendar year, then the limitations under Section 415(c) of the Code shall apply to contributions made during the plan year as defined under the Plan. We are not responsible for tracking the aforementioned limits.

Notwithstanding the preceding, the limitations on contributions described in this provision shall not apply with respect to any purchase payment that qualifies as an "Eligible Rollover Distribution," as defined in Sections 403(b)(8) and 402(c)(4) of the Code, from another "Eligible Retirement Plan" as defined in Section 402(c)(8)(B) of the Code, or that is a plan to plan transfer of assets to Your Certificate Account, or that is an exchange of contracts under applicable IRS guidance. A "Rollover" is a contribution by You from an Eligible Retirement Plan that qualifies as an "eligible rollover distribution" under Section 402(c)(4) of the Code. A Rollover may also be made by means of a Direct Rollover. A "Direct Rollover" is a Rollover in which the proceeds of a distribution from another Eligible Retirement Plan are made directly into Your Certificate Account and are not paid, in cash or in kind, to You.

## Excess Deferrals and Excess Contributions

Excess Elective Deferral Contributions may be removed from Your Certificate Account by April 15th of the calendar year following the year in which the excess Elective Deferral Contribution occurred, provided that You or the Contract Holder notify Us of the excess no later than the March 31st immediately preceding such date. In the absence of such notice, We are not required to return any such excess to You. If the excess includes both Roth 403(b) Contributions and pre-tax Elective Deferral Contributions, We will follow Your instructions on which type of contributions to refund unless You provide contrary instructions for correcting Excess Deferrals that include both Roth 403(b) Contributions and pre-tax Elective Deferral Contributions. Excess Nonelective Contributions will be treated as segregated from the balance in a Certificate Account and treated as if held in a separate Certificate Account solely for the purpose of reporting it as a contribution under Section 403(c) of the Code. We may distribute these amounts at any time. To the extent that the IRS permits alternative corrections for excess Nonelective Contributions, such amounts may be corrected in accordance with permitted correction methodology and with the Plan. Notwithstanding the preceding, nothing in the contract or this Certificate shall prohibit Us from making corrective distributions in accordance with the Contract Holder's efforts to satisfy voluntary compliance programs established by the IRS to comply with 403(b) plan requirements.

## Vesting

Elective Deferral Contributions are always fully vested and nonforfeitable. Nonelective Contributions are generally fully vested and nonforfeitable; however, the terms of the Plan may impose a vesting schedule on Nonelective Contributions and, in such instance, Your vesting rights in the Certificate Account will be determined in accordance with the Plan.

If We accept unvested Nonelective Contributions, such unvested amounts shall be treated as if held in a separate account from Your vested contributions in the Certificate Account solely for purposes of complying with the final IRS regulations applicable to such contributions to an annuity contract. According to Treas. Reg. 1.403(b) -3(d)(2), the portion of the Certificate Account that is vested and the portion of the Certificate Account that is unvested are treated as separate Certificate Accounts.

## Rollover Contributions into Certificate Accounts

The Certificate Account may accept Rollovers from any Eligible Retirement Plan as defined in Section 402(c)(8)(B) of the Code to the extent it can accommodate such Rollovers in accordance with applicable requirements.

If the contract is a 403(b) Roth contract, the Certificate Account may also accept Direct Rollovers into the designated 403(b) Roth account only from another designated 403(b) Roth account of a 403(b) annuity or 403(b)(7) custodial account, from a Roth 401(k) plan, or, if a Rollover by You, the amount of the 403(b) Roth distribution that is includable in Your gross income.

## Plan to Plan Transfers to Certificate Accounts

If permitted by the Plan, the Certificate Account may accept a plan to plan transfer of Your interest in a 403(b) annuity contract and/or 403(b)(7) custodial account issued to You under another employer's 403(b) plan only if:

a. the other 403(b) plan permits plan-to-plan transfers; and

b. You are an employee or former employee of the Contract Holder and covered by the Plan under which the contract was issued; and

c. Your accumulated benefit immediately after the transfer is at least equal to Your accumulated benefit immediately before the transfer, without regard to normal contract fees, charges and expenses; and

d. the amount transferred into the Certificate Account must remain subject to distribution restrictions no less stringent than imposed by the transferring contract.

We may require any documentation from the other 403(b) plan as We deem necessary to process the transfer in accordance with Treas. Reg. section 1.403(b)-10(b)(3) and other applicable IRS guidance and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

### Contract Exchanges to Certificate Accounts

If permitted by the Plan, the Certificate Account may accept an exchange of 403(b) contracts and/or 403(b)(7) custodial accounts. Any such exchange is permitted only if:

a. the accumulated benefit of the Certificate Account immediately after the exchange is at least equal to the accumulated benefit of Your 403(b) contract or 403(b)(7) custodial account immediately before the exchange; and

b. the Certificate Account remains subject to distribution restrictions no less stringent than those imposed by the 403(b) contract or 403(b)(7) custodial account sending the exchange; and

c. either We are included as an authorized 403(b) product provider under the Plan or We and the Contract Holder enter into an agreement to share information for 403(b) compliance purposes, including, but not limited to information on employment status, hardship distributions, loans, distributions, transfers and exchanges, 403(b) Roth contributions and contributions made to other authorized 403(b) product providers.

### Mistaken Contributions

If any amount is contributed into a Certificate Account under the Plan by a good faith mistake of fact, the mistaken contribution will be voided from the start and refunded to the party that made the contribution if a request is made by You, the Contract Holder or the administrator of the Plan and such request is received within one year after receipt of the mistaken contribution.

### Nondiscrimination Requirements

Purchase payments made by You or on Your behalf into the Plan are subject to the applicable nondiscrimination requirements of Section 403(b)(12) of the Code. Amounts contributed for You that cause the 403(b) Plan to fail to satisfy such requirements may be refunded to You or to the Contract Holder, as appropriate, in accordance with the Plan and IRS guidance.

## Discontinuance of Purchase Payments under the Contract

We reserve the right to discontinue accepting additional purchase payments after 60 Days written notice. In all other respects the Certificate Account will continue to operate according to terms described in this Certificate.

## Privacy Policy

We have a written privacy policy that governs disclosure of confidential information about You and/or Your Certificate Account. All Certificate holders regularly receive a copy of that policy either by mail or electronically. However, as required by applicable law, We may be required to share certain information You and Your Certificate Account that may be necessary to ensure compliance with the terms of the Plan document, and/or IRS regulations. This information may be shared, as appropriate, with a plan administrator providing services to the Plan, other 403(b) product providers authorized under the Plan, the IRS, Department of Labor, internal and external auditors (as authorized by the Contract Holder) and other organizations as may be necessary under applicable law or regulatory guidance. Only information necessary to ensure compliance will be shared and only with the appropriate party.

# Accounts: Fixed and Variable

## The Fixed Account

The Fixed Account is part of Our general account. It is made up of all Our assets other than those in:

1. The Variable Account; and
2. Any other segregated asset accounts.

The Fixed Account consists of the Regular Fixed Account, Loan Account and Special DCA Fixed Account.

We back the principal and interest guarantees relating to the Fixed Account. Purchase payments, interest credited and transfers allocated to the Fixed Account become part of Our general account.

### Interest to be Credited

We will credit interest to the Fixed Account daily. We may credit interest to each Special DCA Fixed Account at promotional rates that are higher than those We credit to the Regular Fixed Account. All interest rates We quote are effective annual interest rates - this refers to the rate that results after interest has been credited and compounded daily for a full year. Interest will begin to accrue at Our current crediting rate on the date each purchase payment, which is received in Our corporate office, becomes available to Us for use and on the date of any transfers to the Fixed Account. The current crediting rate is determined by Us and at Our discretion but will never be less than the Fixed Account Minimum Interest Rate shown under Certificate Data.

One year after receipt of each purchase payment or transfer, the rate for the payment or transfer amount, and its accumulated interest, may change. Interest will accrue at revised rates determined by Us and at Our discretion. These rates may be based on various factors including, but not limited to, the interest rate environment, returns earned on investments backing these annuities, the rates currently in effect for new and existing company annuities, product design, competition, and the company's revenues and expenses. However, the rate will never be less than the Fixed Account Minimum Interest Rate shown under Certificate Data. The interest rate for each purchase payment or transfer will never change more frequently than annually.

## The Variable Account

The Variable Account is a separate investment account of Ours. It consists of variable subaccounts which are named under Certificate Data. We have allocated a part of Our assets for this and other contracts to the Variable Account. Such assets remain Our property. However, the portion of the assets which equals the reserves and other liabilities of the account(s) shall not be charged with liabilities arising out of any other business in which We may take part. Income, gains, and losses, whether or not realized from assets allocated to the Variable Account, are credited or charged to such account without regard to other income, gains or losses of the company.

### Investments of the Variable Account

Purchase payments and transfer amounts applied to the variable subaccounts will be allocated as specified by You. Each variable subaccount will buy, at net asset value, shares of the fund for that variable subaccount shown under Certificate Data or as later added or changed as described below.

We may change the funds from which the variable subaccounts buy shares if laws or regulations change, the existing funds become unavailable or, in Our judgment, the funds are no longer suitable for the variable subaccounts. We have the right to substitute any funds for those shown under Certificate Data.

We may also:

- add additional variable subaccounts investing in other funds,
- combine any two or more variable subaccounts,
- transfer assets to and from the variable subaccounts or the Variable Account, and
- eliminate or close any variable subaccounts.

When required, We would first seek approval of the Securities and Exchange Commission and the insurance regulator of the state where this Certificate is delivered.

### Valuation of Assets

Fund shares in the variable subaccounts will be valued at their net asset value.

## Variable Account Accumulation Units

The number of Accumulation Units for each variable subaccount chosen by You is found by:

1. adding the number of accumulation units resulting from
   a. purchase payments allocated to the variable subaccount; and
   b. transfers to the variable subaccount;
2. and subtracting the number of Accumulation Units resulting from
   a. transfers from the variable subaccount; and
   b. surrenders (including surrender charges) from the variable subaccount; and
   c. Certificate Administrative Charge or any Certificate rider charge deductions from the variable subaccount.

The number of Your Accumulation Units added or subtracted for each of the above transactions is found by dividing (1) by (2) where:

1. is the amount allocated to or deducted from the variable subaccount; and
2. is the Accumulation Unit value for the variable subaccount for the respective Valuation Period during which We received the purchase payment or transfer value, or during which We deducted transfers, surrenders, surrender charges, Certificate rider charges or Certificate Administrative Charges.

## Variable Account Accumulation Unit Value

The value of an Accumulation Unit for each of the variable subaccounts was arbitrarily set at $1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

> The Accumulation Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Accumulation Unit value is being calculated. The result is the Accumulation Unit value.

## Net Investment Factor

The net investment factor is an index applied to measure the investment performance of a variable subaccount from one Valuation Period to the next. The net investment factor may be greater or less than one; therefore, the value of an accumulation or Annuity Unit may increase or decrease.

The net investment factor for any such variable subaccount for any Valuation Period is determined by: dividing (1) by (2) and subtracting (3) and (4) from the result. This is done where:

1. is the sum of:
   a. the net asset value per share of the fund held in the variable subaccount determined at the end of the current Valuation Period; plus
   b. the per share amount of any dividend or capital gain distribution made by the fund held in the variable subaccount, if the "ex-dividend" date occurs during the current Valuation Period; and
2. is the net asset value per share of the fund held in the variable subaccount, determined at the end of the last prior Valuation Period; and
3. is a factor representing the mortality and expense risk charge; and
4. is a factor representing the variable account administrative charge described below.

## Mortality and Expense Risk Charge

In calculating unit values We will deduct a mortality and expense risk charge from the variable subaccounts which is equal, on an annual basis, to a percentage of the daily net asset value. This percentage is the Annual Mortality and Expense Risk Fee shown under Certificate Data. The deduction is made to compensate Us for assuming the mortality and expense risks under contracts of this type. The deduction will be:

1. made from each variable subaccount; and
2. computed on a daily basis.

Fees for certain optional Certificate riders and features, if available and if elected by You, will be added to the Annual Mortality and Expense Risk Fee shown under Certificate Data.

## Variable Account Administrative Charge

In calculating unit values, We will deduct a variable account administrative charge, as shown under Certificate Data, from the variable subaccounts. This deduction is made to compensate Us for certain administrative and operating expenses for contracts of this type. The deduction will be:

1. made from each of Your variable subaccounts; and
2. computed on a daily basis.

## Annuity Unit Value

The value of an Annuity Unit for each variable subaccount was arbitrarily set at $1 when the first fund shares were bought. The value for any later Valuation Period is found as follows:

1. the Annuity Unit value for each variable subaccount for the last prior Valuation Period is multiplied by the net investment factor for the same variable subaccount for the next following Valuation Period for which the Annuity Unit value is being calculated.
2. the result is multiplied by an interest factor, which on an annualized basis is equal to .952381. This is done to offset the assumed 5% investment return which is built into Table A under the Tables of Annuity Payout Rates section.

# Certificate Account Value

## Certificate Account Value

The Certificate Account Value at any time is the sum of:

1. Certificate Account Value in the Variable Account;
2. Certificate Account Value in the Regular Fixed Account;
3. Certificate Account Value in the Special DCA Fixed Account; and
4. Certificate Account Value in the Loan Account.

For surrenders and charges, a number of Accumulation Units and dollar amounts will be deducted from the Variable Account, Regular Fixed Account and Special DCA Fixed Account to equal any amounts surrendered or charges made against the Certificate Account Value.

Unless the surrender is used to pay off a Certificate loan, You may specify from which of the above accounts, other than the Loan Account, that the deduction will be taken. Otherwise, the deduction will be taken from the above accounts, other than the Loan Account, in the same proportion that their interest in each bears to the total Certificate Account Value less any amount in the Loan Account.

## Certificate Account Value in the Variable Account

The Certificate Account Value in the Variable Account at any time will be the total of the value of the units in any variable subaccount resulting from:

1. purchase payments allocated to a variable subaccount; plus
2. any amounts transferred to a variable subaccount; less
3. any amounts transferred from a variable subaccount; less
4. any amounts deducted from a variable subaccount for surrenders, Certificate Administrative Charges or any Certificate rider charges.

## Certificate Account Value in the Regular Fixed Account

The Certificate Account Value in the Regular Fixed Account at any time will be the total of:

1. purchase payments allocated to the Regular Fixed Account, plus interest credited; plus
2. any amounts transferred to the Regular Fixed Account, plus interest credited; less
3. any amounts transferred from the Regular Fixed Account; less
4. any amounts deducted from the Regular Fixed Account for surrenders, contract administrative charges or any rider charges.

## Certificate Account Value in the Special DCA Fixed Account

The Certificate Account Value in the Special DCA Fixed Account at any time will be the total of:

1. purchase payments allocated to the Special DCA Fixed Account, plus interest credited; less
2. any amounts transferred from the Special DCA Fixed Account; less
3. any amounts deducted from the Special DCA Fixed Account for surrenders, Certificate Administrative Charges or any Certificate rider charges.

## Certificate Account Value in the Loan Account

The Certificate Account Value in the Loan Account at any time will be the total of:

1. any amounts transferred to the Loan Account, plus interest credited; less
2. any amounts transferred from the Loan Account less
3. any amounts deducted from the Loan Account for surrenders.

## Certificate Administrative Charge

We charge a fee for establishing and maintaining Our records for the Certificate Account. The charge per year is shown under Certificate Data and is deducted from the Certificate's Account Value at the end of each certificate year or, if earlier, when the Certificate Account is fully surrendered. The charge deducted will be prorated among all accounts, but not the Loan Account, in the same proportion Your interest in each bears to Your total Certificate Account Value less any amount in the Loan Account.

We reserve the right to adjust this charge after the first Certificate Anniversary but the charge will never exceed the amount shown under Certificate Data. We waive or reduce the annual Certificate Administrative Charge for any certificate year where the Certificate Account Value immediately prior to the deduction of the charge equals or exceeds the amount shown under Certificate Data.

If You make a full surrender of the Certificate Account, We deduct the full Certificate Administrative Charge at the time of full surrender regardless of Certificate Account Value.

The charge does not apply to the amount applied to an annuity payment plan or to the death benefit.

## Premium Tax Charges

We reserve the right to assess a charge against the Certificate Account Value for any premium tax assessed to Us by a federal, state or local government. This charge could be deducted when You or the Contract Holder, as applicable, make purchase payments, or make a full surrender of Your Certificate Account Value or on the Annuitization Start Date.

## Transfers of Certificate Account Values

While the Certificate Account Value is greater than zero prior to the Annuitization Start Date, transfers of Certificate Account Values may be made as outlined below unless Certificate Account Values are required to be allocated to certain accounts or variable subaccounts under the terms of certain optional benefit Certificate riders, if available and if attached to this Certificate.

1. Subject to provisions of the Plan, You may transfer all or a part of the values held in one or more of the variable subaccounts to another one or more of the variable subaccounts. You may also transfer values held in one or more of the variable subaccounts to the Regular Fixed Account, subject to items 2 and 4 below.
2. Subject to provisions of the Plan and on or within the 30 Days before or after a Certificate Anniversary, You may transfer values from the Regular Fixed Account to one or more of the variable subaccounts. This amount shall not exceed the Regular Fixed Account transfer limit shown under Certificate Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification. If such a transfer is made, You may not transfer amounts from any variable subaccount to the Regular Fixed Account for six months after such a transfer.
3. Subject to provisions of the Plan, You may transfer from the Special DCA Fixed Account to the variable subaccounts as explained in the Special DCA Fixed Account provision, shown below. If You terminate automated transfers from the Special DCA Fixed Account, You may not transfer amounts from any variable subaccount to the Regular Fixed Account for six months after such a transfer. You may not transfer values from any account into the Special DCA Fixed Account.
4. Subject to provisions of the Plan, amounts transferred to the Regular Fixed account shall not exceed the limit shown under Certificate Data. We reserve the right to change this percentage at any time on a non-discriminatory basis with notification.

You may make a transfer by Written Request. Telephone transfers may also be made according to telephone procedures or automated transfer procedures that are then currently in effect, if any. There is no fee or charge for these transfers. However, the minimum transfer amount is $250, or if less, the entire value in the account from which the transfer is being made. Smaller minimums may apply to automated transfer procedures.

We may suspend or modify Your transfer privileges at any time. The right to transfer Certificate Account Values among the variable subaccounts and between the variable subaccounts and other accounts is also subject to modification or restriction if We determine, at Our sole discretion, that the exercise of that right by You is, or would be, to the disadvantage of other contract owners and Participants. Additionally, We reserve the right to modify or restrict transfer privileges if required to comply with the written instructions of a fund. Any modification or restriction could be applied to transfers to or from some or all of the variable subaccounts and other accounts.

These modifications could include, but are not limited to:

1. the requirements of a minimum time period between each transfer,
2. suspending or terminating automatic transfer programs, or
3. limiting the dollar amount that You may transfer between the variable subaccounts and other accounts at any one time.

We may apply these modifications or restrictions in any manner reasonably designed to prevent any use of the transfer right We consider to be to the disadvantage of other contract owners and Participants.

## Dollar Cost Averaging (DCA)

You may authorize the automated transfer of specified amounts, according to the rules then currently in effect, at the interval You select, from the Regular Fixed Account (subject to transfer limits shown under Certificate Data) or any variable subaccount to any other variable subaccount other than the source account. You may terminate automated transfers at any time.

## Special DCA Fixed Account

You may also allocate new purchase payments to the Special DCA Fixed Account. You may authorize the automatic transfer of amounts on a monthly basis from the Special DCA Fixed Account to any of the variable subaccount(s). Transfers from the Special DCA Fixed Account to the Regular Fixed Account are not allowed. All amounts allocated to the Special DCA Fixed Account will be transferred out within the specified Special DCA Fixed Account time period You elect from the time periods We make available.

If You terminate automated transfers from the Special DCA Fixed Account, the entire Special DCA Fixed Account balance will immediately be transferred according to Your Special DCA Fixed Account allocation instructions that are then in effect. If Your current Special DCA allocation instructions include a fund to which allocations are restricted and You do not provide new instructions, We will transfer amounts pro rata according to the valid portion of Your allocation instructions.

# Surrender Provisions

## Surrender

Subject to requirements under the Plan and the rules below, You may:

1. surrender all of Your Certificate Account Value for a full surrender; or
2. surrender part of Your Certificate Account Value for a partial surrender.

## Distributions from Certificate Accounts

Any distribution from a Certificate Account will be treated as a surrender or partial surrender from the Certificate Account and surrender charges may be applied.

At time of distribution, any Loan Balance will reduce the amounts available for surrender, amounts applied to an annuity payment plan, or death benefits payable.

## Rules for Surrender of Certificate Accounts

All surrenders will have the following conditions.

1. You must send Us Your Written Request (or other method agreed to by Us):
   a. while the Certificate Account remains in force under the contract; and
   b. while You are living; and
   c. prior to the Annuitization Start Date.
2. Unless We agree otherwise, You must surrender an amount equal to at least $250. The Certificate Account Value after a partial surrender must be at least the Loan Balance, if any, and any surrender charges to pay off the Loan Balance, plus $500.
3. For surrenders from the variable subaccounts, the amount surrendered, less any charges, will be paid to You within seven Days of the receipt of Your Written Request, unless subject to the Suspension or Delay in Payment of Surrender provision.

   For surrenders from the Fixed Account, the amount surrendered, less any charges, will normally be paid to You within seven Days of the receipt of Your Written Request and the return of this Certificate, if required. Following any required regulatory approval, We have the right to defer payment for up to six months from the date We receive Your request. In such circumstance, We will notify You of the reason for the delay, the effective date of the surrender, and the surrender value as of the date of Your request.
4. For partial surrenders, if You do not specify from which account the surrender is to be made, the surrender will be made from all accounts other than the Loan Account in the same proportion as Your interest in each bears to the Certificate Account Value less amounts in the Loan Account.
5. If You die following a surrender request, payment will be made to Your estate.
6. Any amounts surrendered, including any related charges, cannot be repaid.

Upon surrender for the full surrender value, Your enrollment under the contract will terminate. We may require that You return this Certificate to Us before We pay the full surrender value.

## Surrender Value

The full surrender value at any time will be:

1. the Certificate Account Value immediately prior to the surrender;
2. minus the Loan Balance, if any;
3. minus any surrender charge; and
4. minus the Certificate Administrative Charge and any Certificate rider charges that are deducted for a full surrender.

For a partial surrender, We will determine the amount of Your Certificate Account Value that needs to be surrendered, which after any surrender charge, will equal the amount You requested. We pay You the amount You requested.

## Surrender Charge

A surrender charge may apply in the event You surrender some or all of Your Certificate Account Value or in the event the Contract Holder, acting on Your behalf, surrenders all of the Participant's Certificate Account Value during the surrender charge period. The surrender charge schedule for Your Certificate Account Value, including the duration of the surrender charge period and the surrender charge percentage applicable to each certificate year, is shown under Certificate Data. A surrender charge applies if You surrender purchase payments received that are still in the surrender charge period. Refer to Waiver of Surrender Charges for situations when surrender charges are not deducted.

The surrender charge amount is determined by multiplying purchase payments surrendered which could be subject to a surrender charge by the applicable surrender charge percentage.

The amount that represents purchase payments surrendered is calculated using a prorated formula based on the percentage of Your Certificate Account Value being surrendered. As a result, the amount that represents purchase payments surrendered may be greater than Your Certificate Account Value surrendered. We determine the amount that represents purchase payments surrendered (PPS), purchase payments not subject to a surrender charge (PPF), and purchase payments which could be subject to a surrender charge (PPSC) by the following formula:

PPS = PPSC + PPF

$$PPSC = \left( \frac{PS - FA}{CV - FA} \right) X (PP - PPF)$$

PPF = FA - "Certificate Account earnings", but not less than zero

PP = Purchase payments not previously surrendered (total purchase payments - PPS)

PS = Amount the Certificate Account Value is reduced by the surrender

FA = the "total free amount"

CV = Certificate Account Value prior to the surrender

**Definition of "Certificate Account earnings":** With respect to these surrender provisions, "Certificate Account earnings" is defined as the Certificate Account Value, less purchase payments not previously surrendered, but not less than zero.

With respect to these surrender provisions, "Certificate Account earnings" are surrendered first followed by purchase payments.

**Definition of "total free amount"*:** the greater of:

a. "Certificate Account earnings", or

b. the CV Waiver Percentage shown under Certificate Data multiplied by Your prior Certificate Anniversary Certificate Account Value, less any prior surrenders taken in the current certificate year.

*During the first certificate year, "total free amount" is the greater of:

a. "Certificate Account earnings", or

b. the CV Waiver Percentage shown under Certificate Data multiplied by all purchase payments applied prior to Your surrender request, less any amounts surrendered prior to Your surrender request that represent the "total free amount".

## Waiver of Surrender Charges

Surrender charges are waived for all of the following.

1. In each certificate year during the surrender charge period, the "total free amount" as defined in the Surrender Charge provision;
2. death benefit payments made in the event of the Your death;
3. amounts applied to an annuity payment plan;
4. amounts surrendered to meet applicable minimum distribution requirements under the Code to the extent they exceed amounts waived under item 1 of this provision (**Note:** Amounts surrendered under this waiver provision are limited to applicable required minimum distributions for the Certificate Account only and to one time per year unless We agree otherwise.);
5. exercise of the Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision described below; and
6. exercise of the Waiver of Surrender Charges upon Terminal Illness Diagnosis provision described below.

Unless provided by the specified waivers listed above, surrender charges will generally not be waived for rollovers, exchanges and transfers from this contract for any reason including, but not limited to, distributions upon termination of employment, hardship withdrawals, or returns of excess contributions.

Surrender proceeds will not be disbursed until We notify You or the Contract Holder, as applicable, of any denial of Your request for waiver of surrender charges and give You or the Contract Holder, as applicable, the opportunity to accept or reject surrender proceeds.

## Suspension or Delay in Payment of Surrender Amount

We have the right to suspend or delay the date of any surrender payment from the variable subaccounts for any period:

1. when the New York Stock Exchange is closed; or
2. when trading on the New York Stock Exchange is restricted; or
3. when an emergency exists as a result of which:
   a. disposal of securities held in the variable subaccounts is not reasonably practical; or
   b. it is not reasonably practical to fairly determine the value of the net assets of the variable subaccounts; or
4. during any other period when the Securities and Exchange Commission, by order, so permits for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission will govern as to whether the conditions set forth in 2 and 3 exist.

## Waiver of Surrender Charges upon Hospital or Nursing Home Confinement

If You are the Hospitalization/Nursing Home Waiver Benefit Age (shown under Certificate Data) or younger on the Certificate Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are confined in a nursing home or hospital; and
3. such confinement has lasted for 60 straight Days or began within 30 Days following a 60 Day confinement; and
4. such confinement began after the Certificate Date of this Certificate; and
5. We receive Your surrender request no later than 91 Days after the release from the hospital or nursing home.

To qualify, a letter of proof must:

1. be signed by Your licensed physician or the hospital or nursing home administrator; and
2. be on appropriate medical letterhead; and
3. specify the confinement dates; and
4. if hospital confinement, specify hospital name, address and that it is operated pursuant to state and federal law; or
5. if nursing home confinement, specify nursing home name, address and that it meets the following definition of a nursing home.

**Definition of nursing home:** To qualify, the nursing home must be a facility or distinctly separate part of a hospital or other institution which is licensed by the appropriate licensing agency to engage primarily in providing nursing care and related services to inpatients; and:

1. provide 24 hour a day nursing service under a planned program of policies and procedures which was developed with the advice of, and is periodically reviewed and executed by, a professional group of at least one doctor and one nurse; and
2. have a doctor on duty or on call at all times to furnish medical care in case of emergency; and
3. have at least one nurse who is employed there full time (or at least 24 hours per week if the facility has less than 10 beds); and
4. have a nurse on duty or on call at all times; and
5. maintain clinical records for all patients; and
6. have appropriate methods and procedures for handling and administering drugs and biologicals.

If an institution or facility has multiple licenses or purposes, a portion, ward, wing or unit thereof will qualify as a nursing home only if it meets all of the above criteria, is authorized by license to provide nursing care to inpatients, and is engaged principally in providing such nursing care in accordance with that license.

**Definition of doctor:** A doctor is a physician, as defined in section 1861(r)(1) of the Federal Social Security Act, acting within the scope of his or her license in the state of licensure.

**Definition of nurse:** A nurse is a registered professional nurse, acting within the scope of his or her license in the state of licensure.

## Waiver of Surrender Charges upon Terminal Illness Diagnosis

If You are the TI Waiver Benefit Age (shown under Certificate Data) or younger on the Certificate Date, surrender charges will be waived providing the following requirements are met:

1. The amount surrendered is paid directly to You; and
2. We receive satisfactory written proof as described below that You are diagnosed with a medical condition that with reasonable medical certainty will result in death within 12 months or less from the date of the diagnosis; and
3. such diagnosis occurred on or after the first Certificate Anniversary.

You must provide Us with a letter of proof when You request the surrender. Your surrender request may be sent to Us any time after the terminal illness diagnosis and before a death benefit is payable.

To qualify, the letter of proof must:

1. be signed by Your physician who is legally qualified and licensed to practice medicine in his/her state of residence and is operating within the scope of that license; and
2. be on appropriate medical letterhead; and
3. specify the terminal illness, the expected date of death and the date the terminal illness was initially diagnosed.

## Surrender Restrictions Before Age 59 1/2

Except for amounts held in the Certificate Account on December 31, 1988, no amounts, including 403(b) Roth Contributions, may be distributed from Your Certificate Account unless one or more of the following conditions has been satisfied:

a. You have attained age 59 1/2;

b. You are disabled within the meaning of Section 72(m)(7) of the Code;

c. Your death has occurred;

d. You have severed employment with the Contract Holder; or

e. if permitted under the Plan, Elective Deferral Contributions may be surrendered if You have satisfied the requirements for a "financial hardship" under Section 403(b)(11)(B) of the Code.

If permitted by the Plan, multiple distributions can be taken under these rules.

### Financial Hardship Distributions

If the Plan has established independent criteria for financial hardship distributions, then any financial hardship distributions made from the Certificate Account under the Plan shall adhere to the rules set forth in the Plan, subject to the approval of the Contract Holder or the Plan administrator. If the Plan has not established independent criteria for financial hardship distributions, then, in the event of a financial hardship that satisfies the requirements of Section 403(b)(11)(B) of the Code, You may receive a distribution of only Elective Deferral Contributions, including 403(b) Roth Contributions. Certificate Account distributions of Nonelective Contributions and/or earnings on Your Contributions are not permitted for financial hardships.

No hardship distribution is permitted from the Certificate Account unless the "safe harbor" standards with respect to establishing an immediate and heavy financial need (under Treas. Reg. section 1.401(k)-1(d)(3)(iii)(B)) are satisfied. For purposes of satisfying the lack of other resources requirement, any method acceptable under Treas. Reg. section 1.401(k)-1(d)(3)(iv)(E) is permitted, however, You must suspend elective deferrals to any plan sponsored by the Contract Holder for a period of six months following the date of the hardship distribution. We will notify the Contract Holder of any hardship distributions made to You.

### Additional Restrictions on Distributions of Designated 403(b) Roth Accounts

Distributions made from Designated 403(b) Roth Accounts that are not "Qualified 403(b) Roth Distributions" may contain earnings that are includable in income. Distributions from Designated 403(b) Roth Accounts are Qualified 403(b) Roth Distributions if they are made no earlier than the fifth year following the year in which the first 403(b) Roth Contribution was made to any 403(b) annuity or 403(b)(7) custodial account (provided proof of establishment of said Roth 403(b) contract/account is provided); and

a. You have attained age 59 1/2; or

b. the distribution is made after You have become disabled as defined under Section 72(m) of the Code; or

c. the distribution is made after Your death.

### Direct Rollover Distributions

Notwithstanding any other provision described in this Certificate, a Distributee may elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

If provided in the Plan and if allowed by Us, a Direct Rollover of amounts in a 403(b) Account may be made to a designated 403(b) Roth account of a 403(b) annuity/403(b)(7) custodial account or a Roth IRA.

A Direct Rollover of amounts in a Designated 403(b) Roth Account may be made only to another designated 403(b) Roth account of a 403(b) annuity/403(b)(7) custodial account, a Roth 401(k) plan, or a Roth IRA.

For purposes of this section, a "Distributee" is any Participant (or former Participant) entitled to receive a distribution from the Certificate Account, a surviving spousal Beneficiary and any spouse or former spouse that qualifies as an alternate payee under a QDRO.

In addition, a nonspouse beneficiary may make a direct rollover of all or any portion of an Eligible Rollover Distribution to a new inherited IRA contract only. No other rollover options are available to a beneficiary who is not a spouse.

## Required Minimum Distributions

In accordance with Sections 403(b)(10) and 401(a)(9) of the Code and supporting regulations, You must begin receiving distributions, including distributions of 403(b) Roth contributions and earnings, by Your Required Beginning Date. Unless a later date is authorized under the Code or applicable regulations, Your Required Beginning Date is April 1 of the calendar year following: (1) the calendar year in which You attain age 70 1/2 or, if later, (2) the calendar year in which You retire from employment with the Contract Holder. Your Certificate Account shall be distributed (both in determining the timing of subsequent distributions and the amount of all required distributions) in a manner consistent with Sections 403(b)(10) and 401(a)(9) of the Code. For purposes of determining required minimum distributions, the Certificate Account will be valued considering Your accumulated benefit plus the actuarial present value of any additional benefits provided. Distributions from the Certificate Account, including distributions from Your Designated 403(b) Roth Account, shall be made in the Annuity Payment Plan Option selected by You or Your beneficiary on or before the date which is at least 30 days before Your Required Beginning Date.

### Multiple 403(b) Annuity Contracts and 403(b)(7) Custodial Accounts

If You have multiple 403(b) annuity contracts, Certificates and/or 403(b)(7) custodial accounts, the required minimum distribution requirements may be satisfied by receiving a distribution from one 403(b) annuity or 403(b)(7) custodial account that is equal to the amount required to satisfy the required minimum distribution requirements for all of Your 403(b) annuity contracts, certificates and 403(b)(7) custodial accounts. Under this method, You must still calculate the required minimum distribution requirements separately for each 403(b) annuity or 403(b)(7) custodial account, even though You can satisfy the minimum requirements by taking a distribution from one or more annuity contract, certificate or custodial account.

### Annuity Payment Plan Options

You can schedule receipt of irrevocable annuity payments according to one of the plans (A through E) described in the Annuity Provisions below, or another plan agreed to by Us, provided:

a. the plan selected provides for payments that satisfy the Required Minimum Distribution rules described above;

b. payments are made in periodic payments at intervals of no longer than 1 year;

c. the first required payment must be the payment that is required for one payment interval, and the second payment need not be made until the end of the next payment interval, and

d. once payments have begun under the Required Minimum Distribution rules over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted.

For purposes of this section, required distributions are considered to commence on Your Required Beginning Date, or if applicable, on the date distributions are required to begin to Your surviving spouse. However, if You begin receipt of payments pursuant to an irrevocable annuity payment plan that meets the requirements of Treasury Regulation section 1.401(a)(9)-6T, Required Minimum Distributions are considered to commence on the Annuitization Start Date.

## Qualified Domestic Relations Orders

Any distribution subject to required minimum distributions described above, including distributions described in this Certificate, properly made to an alternate payee pursuant to a QDRO will be permitted even though the timing of the distribution might otherwise be prohibited under the distribution restrictions described previously.

## Permissive Service Credit Transfers

If permitted by the Plan and if You contribute to a tax-qualified defined benefit governmental plan (as defined in Section 414(d) of the Code) that accepts plan-to-plan transfers for the purchase of permissive service credits under Section 415(n)(3)(A) of the Code, You may elect to have any portion of Your Certificate Account transferred to the defined benefit governmental plan at any time.

## Distributions Due to Termination of the Plan

Nothing in this Certificate shall prohibit Us from making a distribution of the Certificate Account to You following written notification by the Contract Holder (or the Contract Holder's representative) of the termination of the Plan with instructions from the Contract Holder to distribute the Certificate Account to You.

The Certificate Account may not be distributed unless the instructions to distribute the Certificate Account conform to the requirements of Treas. Reg. 1.403(b)-10(a) and any other applicable guidance issued by the IRS. Nothing herein shall prevent Us from treating the Certificate Account as a fully paid annuity upon termination of the Plan provided it would otherwise qualify for such status.

# Certificate Account Loans

If permitted by the Plan and if allowed by Us, You may take loans from Your Certificate Account in accordance with the terms and conditions set forth in the Plan and as described in this section. Any Certificate Account loan is subject to the requirements of Section 72(p) of the Code and applicable regulations in addition to any terms and conditions that the Plan may impose.

We must receive satisfactory confirmation from a Plan representative that loans are permitted. To the extent that the Plan has its own loan policies or procedures, the Contract Holder is responsible for determining the non-taxable loan amounts, and We are authorized to follow the instructions of the Plan administrator or such other representative designated by the Contract Holder.

If You elect any guaranteed living benefit Certificate rider or death benefit Certificate rider available under the contract, loans may not be permitted while the Certificate rider is in effect.

The following terms and conditions will also apply:

a. All loans shall be evidenced by a written loan agreement.
b. No actual distributions to repay loans shall be made which would be in violation of Section 403(b)(7) or 403(b)(11) of the Code.
c. We reserve the right to specify a minimum loan amount, even if the Plan has not established a minimum.
d. Only one outstanding Certificate Account loan is allowed at any given time.
e. The maximum amount of a Certificate Account loan cannot exceed the surrender value of the Certificate Account and shall not exceed the least of:
   i. the maximum amount permitted by the Plan, if applicable;
   ii. fifty percent (50%) of Your Certificate Account Value;
   iii. $50,000 minus the highest outstanding balance of loans for You from any plans the Contract Holder sponsors during the year prior to the loan effective date, or
   iv. Your Certificate Account Value minus the value of any Special DCA Fixed Accounts (SDCAs).
f. On the Annuitization Start Date, any Certificate Account loan shall become immediately due and payable in full and, if not repaid, the Loan Balance will be treated as a partial surrender, subject to any applicable surrender charges and will be reported as taxable to You.
g. An active loan may be prepaid in whole at any time.
h. If the Certificate Account is surrendered while a loan is outstanding, the Certificate Account's surrender value will be reduced by the Loan Balance.
i. Unless the Certificate Account is continued as provided by the Spouse's Option to Maintain Certificate Account provision, the death benefit will be reduced by any Loan Balance.
j. While You have an outstanding Certificate Account loan, the following transactions may not be permitted:
   i. exchanges from the Certificate Account,
   ii. plan to plan transfers, and
   iii. additional loans.
k. Loans may also be subject to additional limitations or restrictions under the terms of the Plan.
l. Loans permitted under the contract and described in this Certificate may still be taxable in whole or in part if You have additional loans from other plans or contracts. We will calculate the maximum nontaxable loan based solely on the information provided to Us by You or the Contract Holder, in writing.

## Loan Account

Loans shall be secured, to the extent necessary to adequately collateralize the loan, by Your vested interest in the Certificate Account. The Certificate Account will be the sole security for the loan. At the time a loan is taken, the loan amount is subtracted pro rata from all accounts in which You are invested, but not SDCAs, and transferred to a Loan Account.

The Loan Account will earn interest daily. The current crediting rate will never be less than the Fixed Account Minimum Interest Rate shown under Certificate Data.

## Loan Balance

At any point in time, the Loan Balance will be the principal amount owed plus unpaid accrued interest charges. Loans will be made at an interest rate determined by Us at the time the loan is taken and will be fixed for the life of the loan. The maximum interest rate for loans will not exceed 8%.

All current loan interest rates We quote are effective annual interest rates - this refers to the rate that results after interest has been credited and compounded daily for a full year. Interest will begin to accrue at Our current interest rate for loan accounts on the date the loan is taken. Upon receipt of proper notice and to the extent required by law, loan rates and terms will conform to requirements for loans to Participants who are eligible qualified military personnel.

## Loan Payments

Loans must be repaid in substantially equal payments, not less frequently than quarterly unless paid in full. Loans must be repaid within a maximum of 5 years. If permitted by Us and the Plan, loans used to construct or purchase Your principal residence may be extended for longer periods, but not to exceed 30 years. Loan payments are not purchase payments, and contract provisions described in this Certificate that are related to purchase payments do not apply to loan payments. Loan payments will consist of principal and accrued interest charges and will be applied first to interest charges. The payment amounts are set forth at the time the loan is taken. Any excess payment reduces the Loan Balance and shortens the length of the loan. It does not change future payment amounts.

On the date of each loan payment:

1. the Loan Balance is reduced by the amount of the loan payment, and
2. a transfer is made from the Loan Account to all accounts in which You are investing according to existing purchase payment allocations, but not any SDCA. The amount to be transferred is determined by subtracting the Loan Balance after the loan payment from the Loan Account prior to the loan payment (but not less than zero).

**Military Service**

If We are notified in advance, loan payments can be delayed during time of service. Interest charges on the Loan Balance will continue to accrue. Payments continue after service ends, and the maturity date of the loan is extended. Payment amounts may be recalculated.

**Leave of Absence**

If We are notified in advance, loan payments can be delayed during qualified leaves. Interest charges on the Loan Balance will continue to accrue. Payments continue after the leave ends, however, the maturity date of the loan does not change. Payment amounts may be recalculated.

## Loan Defaults

Unless a different grace period is provided for in the Plan, a grace period of at least thirty (30) days will be available for loan payments under the terms of the loan agreement. If a loan payment is not made by the end of the applicable grace period, the Loan Balance will be in default.

If You are eligible for distributions from the Certificate Account, the loan is canceled. The Loan Balance will be treated as a partial surrender, subject to any applicable surrender charges, to pay off the loan. The partial surrender and any surrender charges will first be deducted from the Loan Account followed by any remainder deducted pro rata from all accounts in which You are invested. The partial surrender will be reported as taxable to You.

If You are not eligible for distributions from the Certificate Account, the loan is considered a deemed distribution at that time in order to secure the loan to the extent necessary to adequately collateralize the loan. We determine any surrender charge applicable to the Loan Balance and deduct such charge pro rata from all accounts in which You are invested, but not from the Loan Account. The difference between the Loan Balance and the Loan Account is transferred pro rata from all accounts in which You are invested, but not any SDCA, to the Loan Account. Transfers will be made from SDCA accounts if insufficient amounts are available from other accounts in which You are invested. Additional interest on the Loan Account will continue to accrue and will be credited only if You repay the loan. The Loan Balance will be reported as taxable to You. Additional interest owed on the Loan Balance will continue to accrue for repayment purposes only. The Loan Account and Loan Balance remain in the Certificate Account until one of the following occurs.

1. The Loan Balance, as of the date the loan was deemed distributed, is treated as a partial surrender of the Certificate Account in these circumstances:
   a. You are eligible for distributions from the Certificate Account. This will occur automatically if Your eligibility is based on Your age.
   b. on the Annuitization Start Date,
   c. a full surrender of the Certificate Account,
   d. a "Rollover" into another Eligible Retirement Plan, or
   e. upon Your death.

   In any of the above circumstances, the partial surrender will not be subject to surrender charges. The Loan Account and Loan Balance will be zero.
2. You repay the full amount of the Loan Balance. On the date of repayment, the Loan Account, plus credited interest on the Loan Account since the date the loan was deemed, is then transferred to all accounts in which You are investing according to existing purchase payment allocations, but not any SDCA. After such repayment, the Loan Account and Loan Balance will be zero.

   If We agree, Loan Balance repayments may be made for less than the full amount.

You may not take another Certificate Account loan until the Loan Balance is repaid or deducted from Your Certificate Account Value.

# Annuity Provisions

## Annuity Payment

The Annuitization Start Date is the date shown under Certificate Data. It can be changed by You as provided below. On the Annuitization Start Date, the amount applied to an annuity payment plan will be the Certificate Account Value after any Certificate rider charges are deducted.

The first payment will be made as provided by the selected plan. Before the first payment is sent, We will require satisfactory proof of the Annuitant's age and that the Annuitant is alive. We may also require that You exchange this Certificate for a supplemental contract which provides the annuity payments.

## Change of Annuitization Start Date

You may change the Annuitization Start Date shown under Certificate Data by Written Request or other method agreed to by Us. If You select a new date, it must be at least 30 Days after We receive Your request.

The Annuitization Start Date must be on or before the latest of:

1. Your 95th birthday, or
2. the 10th Certificate Anniversary, or
3. such other date as agreed upon by Us.

## Annuity Payment Plans

Annuity payments may be made on a fixed dollar basis, a variable basis or a combination of both. You can schedule receipt of annuity payments according to one of the Plans A through E below or another plan agreed to by Us.

**Plan A – Life Income Non-Refund.** This provides monthly annuity payments during the lifetime of the Annuitant. No payments will be made after the Annuitant dies.

**Plan B – Life Income with Guaranteed Period.** This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made for at least a period certain of five, 10 or 15 years whether or not the Annuitant is living. You must select a guaranteed period, and the minimum period certain is five years.

**Plan C – Life Income with Installment Refund.** This provides monthly annuity payments during the lifetime of the Annuitant with a guarantee by Us that payments will be made at least for a certain number of months whether or not the Annuitant is living. We determine the number of months by dividing the amount applied under this plan by the amount of the first monthly annuity payment.

**Plan D – Joint and Survivor Life Income Non-Refund.** This provides monthly annuity payments during the lifetime of the Annuitant and Joint Annuitant. When either the Annuitant or the Joint Annuitant dies We will continue to make monthly payments during the lifetime of the survivor. No payments will be made after the death of both the Annuitant and Joint Annuitant.

**Plan E – Term Certain Installment.** This provides monthly annuity payments for a period of years. The period of years may be no less than 10 nor more than 30.

## Plan Selection

You may select the plan by Written Request, or other method agreed to by Us, at least 30 Days before the Annuitization Start Date. If We have not received a Written Request to select a plan, the first annuity payment will be made 30 Days after the Annuitization Start Date according to Plan B with monthly payments guaranteed for ten years.

After the Annuitization Start Date, You cannot change to a different plan.

If the amount to be applied to a plan is less than $2,000 or would not provide an initial monthly payment of at least $20, We have the right to change the frequency of the payment or to make a lump sum payment of the amount that would have been applied to a plan.

## Allocation of Certificate Account Values to Provide Fixed and Variable Payments

On the Annuitization Start Date, You use the value described under the Annuity Payment provision above, to provide Fixed Annuity and/or Variable Annuity payments.

Unless We agree otherwise, You may use a maximum of ten variable subaccounts at any one time. The Special DCA Fixed Account is not available on and after the Annuitization Start Date.

## Fixed Annuity Payments

A Fixed Annuity is an annuity with payments which:

1. are guaranteed as to dollar amount; and
2. do not vary in amount based on the investment performance of the variable subaccounts.

When annuity payments begin, amounts You allocate to provide fixed dollar payments will be applied to the applicable Annuity Payout Rates Table. This will be done in accordance with the payment plan chosen. The minimum amount payable for each $1,000 so applied is shown in Table B under the Tables of Annuity Payout Rates section.

# Variable Annuity Payments

A Variable Annuity is an annuity with payments which:

1. are not predetermined or guaranteed as to dollar amount; and
2. vary in amount based on the investment performance of the variable subaccounts.

### Determination of the First Variable Annuity Payment

When annuity payments begin, the amounts You allocate to provide Variable Annuity payments will be applied to the applicable Annuity Payout Rates Table. This will be done:

1. on the Annuitization Start Date; and
2. in accordance with the payment plan chosen. The amount payable for the first payment for each $1,000 so applied is shown in Table A under the Tables of Annuity Payout Rates section.

### Variable Annuity Payments After the First Payment

Variable annuity payments after the first payment vary in amount. The amount changes with the investment performance of the variable subaccounts. The dollar amount of Variable Annuity payments after the first is not fixed. It may change from month to month. The dollar amount of such payments is determined as follows.

1. The dollar amount of the first annuity payment is divided by the value of an Annuity Unit as of the Valuation Date on or next preceding the seventh Day before the Annuitization Start Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first payment. This number of Annuity Units remains fixed during the annuity payment period unless exchanged for units of any of the other variable subaccounts as provided below.
2. The fixed number of Annuity Units is multiplied by the Annuity Unit value as of the Valuation Date on or next preceding the seventh Day before the date the payment is due. The result establishes the dollar amount of the payment.

In order for the dollar amount of variable annuity payments not to decrease, the assets of the variable account must have a 5% annualized investment return.

We guarantee that the dollar amount of each payment after the first will not be affected by variations in expenses or mortality experience.

# Exchange of Annuity Units

After the Annuitization Start Date, Annuity Units of any variable subaccount may be exchanged for units of any of the other variable subaccounts. This may be done no more than once in any Certificate year. Unless We agree otherwise You may use a maximum of ten variable subaccounts at any one time. No exchanges may be made to or from any Fixed Annuity after the Annuitization Start Date.

# Tables of Annuity Payout Rates

Table A below shows the amount of the first monthly Variable Annuity payment, based on a 5% assumed investment return, for each $1,000 of value applied under any payment plan. The amount of the first and all subsequent monthly fixed dollar annuity payments for each $1,000 of value applied under any payment plan will be based on Our fixed dollar Table of Annuity Payout Rates in effect on the Annuitization Start Date.

Such rates are guaranteed to be not less than those shown in Table B. The amount of such annuity payments under Plans A, B and C will depend upon the Attained Age of the Annuitant on the Annuitization Start Date. The amount of such annuity payments under Plan D will depend upon the Attained Age of the Annuitant and the Joint Annuitant on the Annuitization Start Date.

## Table A - Dollar Amount of First Monthly Variable Annuity Payment Per $1,000 Applied

| | | Plan A | Plan B | | | Plan C | Plan D |
|---|---|---|---|---|---|---|---|
| | | | Life Income with | | | | |
| Age at Annui-tization | Beginning In Year | Life Income Non-Refund | Five Years Certain | Ten Years Certain | Fifteen Years Certain | Installment Refund | Joint & Survivor Non-Refund Same Age |
| Age 65 | 2015 | 5.84 | 5.82 | 5.76 | 5.65 | 5.66 | 5.20 |
| | 2020 | 5.77 | 5.75 | 5.70 | 5.60 | 5.61 | 5.16 |
| | 2025 | 5.71 | 5.69 | 5.64 | 5.55 | 5.55 | 5.12 |
| | 2030 | 5.65 | 5.63 | 5.59 | 5.51 | 5.51 | 5.09 |
| | 2035 | 5.59 | 5.58 | 5.54 | 5.47 | 5.46 | 5.05 |
| | 2040 | 5.54 | 5.52 | 5.49 | 5.42 | 5.42 | 5.03 |
| Age 75 | 2015 | 7.56 | 7.45 | 7.14 | 6.68 | 6.97 | 6.31 |
| | 2020 | 7.41 | 7.32 | 7.04 | 6.62 | 6.87 | 6.23 |
| | 2025 | 7.28 | 7.19 | 6.94 | 6.56 | 6.78 | 6.15 |
| | 2030 | 7.16 | 7.08 | 6.85 | 6.50 | 6.69 | 6.07 |
| | 2035 | 7.04 | 6.97 | 6.76 | 6.45 | 6.61 | 6.00 |
| | 2040 | 6.93 | 6.87 | 6.68 | 6.39 | 6.53 | 5.94 |
| Age 85 | 2015 | 11.39 | 10.65 | 9.06 | 7.58 | 9.45 | 8.83 |
| | 2020 | 11.07 | 10.41 | 8.96 | 7.56 | 9.28 | 8.64 |
| | 2025 | 10.77 | 10.19 | 8.87 | 7.53 | 9.11 | 8.46 |
| | 2030 | 10.50 | 9.98 | 8.77 | 7.51 | 8.95 | 8.29 |
| | 2035 | 10.24 | 9.78 | 8.67 | 7.48 | 8.80 | 8.14 |
| | 2040 | 10.01 | 9.59 | 8.58 | 7.46 | 8.67 | 8.00 |
| Age 95 | 2015 | 19.49 | 15.13 | 10.34 | 7.82 | 14.05 | 14.34 |
| | 2020 | 18.97 | 14.97 | 10.33 | 7.82 | 13.87 | 14.03 |
| | 2025 | 18.48 | 14.82 | 10.32 | 7.81 | 13.69 | 13.75 |
| | 2030 | 18.03 | 14.67 | 10.31 | 7.81 | 13.52 | 13.50 |
| | 2035 | 17.61 | 14.53 | 10.30 | 7.81 | 13.37 | 13.26 |
| | 2040 | 17.22 | 14.39 | 10.29 | 7.81 | 13.23 | 13.05 |
| Age 100 | 2015 | 27.60 | 17.28 | 10.49 | 7.82 | 18.14 | 19.97 |
| | 2020 | 27.41 | 17.26 | 10.49 | 7.82 | 18.10 | 19.87 |
| | 2025 | 27.22 | 17.25 | 10.49 | 7.82 | 18.06 | 19.77 |
| | 2030 | 27.04 | 17.24 | 10.49 | 7.82 | 18.02 | 19.68 |
| | 2035 | 26.86 | 17.22 | 10.49 | 7.82 | 17.98 | 19.59 |
| | 2040 | 26.69 | 17.21 | 10.49 | 7.82 | 17.94 | 19.50 |

Table A above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G and a 5% assumed investment return. Annuity Payment rates for any year, age, or any combination of year and age not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request. Amounts shown in the Table below are based on a 5% assumed investment return.

## Plan E - Dollar Amount of First Monthly Variable Annuity Payment Per $1,000 Applied

| Years Payable | Monthly Payment | Years Payable | Monthly Payment | Years Payable | Monthly Payment |
|---|---|---|---|---|---|
| 10 | 10.51 | 17 | 7.20 | 24 | 5.88 |
| 11 | 9.77 | 18 | 6.94 | 25 | 5.76 |
| 12 | 9.16 | 19 | 6.71 | 26 | 5.65 |
| 13 | 8.64 | 20 | 6.51 | 27 | 5.54 |
| 14 | 8.20 | 21 | 6.33 | 28 | 5.45 |
| 15 | 7.82 | 22 | 6.17 | 29 | 5.36 |
| 16 | 7.49 | 23 | 6.02 | 30 | 5.28 |

Fixed Dollar annuity payments will not be less than those shown in Table B. In addition, the amount of such payments will not be less than that which would be provided if a single payment immediate annuity contract then offered by Us to Annuitants in the same class were to be purchased with the surrender value of the Certificate Account.

## Table B - Dollar Amounts of Each Monthly Fixed Dollar Annuity Payment Per $1,000 Applied

| | | Plan A | Plan B | | | Plan C | Plan D |
|---|---|---|---|---|---|---|---|
| Age at Annui-tization | Beginning In Year | Life Income Non-Refund | Five Years Certain | Life Income with Ten Years Certain | Fifteen Years Certain | Life Income Installment Refund | Joint & Survivor Non-Refund |
| Age 65 | 2015 | 3.59 | 3.58 | 3.55 | 3.49 | 3.16 | 3.03 |
| | 2020 | 3.53 | 3.52 | 3.49 | 3.43 | 3.13 | 2.98 |
| | 2025 | 3.47 | 3.46 | 3.43 | 3.38 | 3.09 | 2.94 |
| | 2030 | 3.41 | 3.40 | 3.38 | 3.33 | 3.05 | 2.91 |
| | 2035 | 3.35 | 3.35 | 3.33 | 3.28 | 3.02 | 2.88 |
| | 2040 | 3.30 | 3.30 | 3.28 | 3.24 | 2.99 | 2.85 |
| Age 75 | 2015 | 5.30 | 5.24 | 5.03 | 4.66 | 4.19 | 4.22 |
| | 2020 | 5.16 | 5.11 | 4.92 | 4.60 | 4.13 | 4.14 |
| | 2025 | 5.04 | 4.99 | 4.83 | 4.53 | 4.07 | 4.06 |
| | 2030 | 4.92 | 4.88 | 4.73 | 4.46 | 4.01 | 3.99 |
| | 2035 | 4.82 | 4.78 | 4.65 | 4.40 | 3.96 | 3.92 |
| | 2040 | 4.71 | 4.68 | 4.56 | 4.34 | 3.91 | 3.86 |
| Age 85 | 2015 | 9.02 | 8.48 | 7.14 | 5.71 | 6.02 | 6.76 |
| | 2020 | 8.72 | 8.25 | 7.04 | 5.68 | 5.92 | 6.57 |
| | 2025 | 8.44 | 8.03 | 6.93 | 5.66 | 5.83 | 6.40 |
| | 2030 | 8.19 | 7.83 | 6.83 | 5.63 | 5.74 | 6.24 |
| | 2035 | 7.95 | 7.63 | 6.73 | 5.60 | 5.66 | 6.10 |
| | 2040 | 7.73 | 7.45 | 6.63 | 5.57 | 5.59 | 5.97 |
| Age 95 | 2015 | 17.02 | 13.23 | 8.56 | 5.97 | 9.50 | 12.25 |
| | 2020 | 16.52 | 13.07 | 8.55 | 5.97 | 9.41 | 11.96 |
| | 2025 | 16.06 | 12.91 | 8.54 | 5.97 | 9.33 | 11.70 |
| | 2030 | 15.64 | 12.76 | 8.53 | 5.97 | 9.26 | 11.46 |
| | 2035 | 15.25 | 12.62 | 8.52 | 5.97 | 9.19 | 11.24 |
| | 2040 | 14.89 | 12.48 | 8.51 | 5.97 | 9.11 | 11.04 |
| Age 100 | 2015 | 25.09 | 15.53 | 8.73 | 5.98 | 12.56 | 17.86 |
| | 2020 | 24.91 | 15.51 | 8.73 | 5.98 | 12.54 | 17.77 |
| | 2025 | 24.74 | 15.50 | 8.73 | 5.98 | 12.52 | 17.68 |
| | 2030 | 24.57 | 15.48 | 8.73 | 5.98 | 12.50 | 17.59 |
| | 2035 | 24.40 | 15.47 | 8.73 | 5.98 | 12.48 | 17.50 |
| | 2040 | 24.24 | 15.46 | 8.73 | 5.98 | 12.46 | 17.42 |

Table B above is based on the "Annuity 2000 Mortality Table" with 100% Projection Scale G at 1.0% annual effective interest rate. Annuity Payment rates for any year, age, or any combination of year and age not shown above, will be calculated on the same basis as those rates shown in the Table above. Such rates will be furnished by Us upon request. Amounts shown in the Table below are based on a 1.0% annual effective interest rate.

## Plan E - Dollar Amount of Each Monthly Fixed Dollar Annuity Payment Per $1,000 Applied

| Years Payable | Monthly Payment | Years Payable | Monthly Payment | Years Payable | Monthly Payment |
|---|---|---|---|---|---|
| 10 | 8.75 | 17 | 5.33 | 24 | 3.90 |
| 11 | 7.99 | 18 | 5.05 | 25 | 3.76 |
| 12 | 7.36 | 19 | 4.81 | 26 | 3.64 |
| 13 | 6.83 | 20 | 4.59 | 27 | 3.52 |
| 14 | 6.37 | 21 | 4.40 | 28 | 3.41 |
| 15 | 5.98 | 22 | 4.22 | 29 | 3.31 |
| 16 | 5.63 | 23 | 4.05 | 30 | 3.21 |

# Group Deferred Annuity Certificate

## RiverSource Life Insurance Company

Offices:
70100 Ameriprise Financial Center
Minneapolis MN 55474

RiverSource Annuities

- **You are a Participant in an Employer Plan**
- **Group Deferred Annuity - Individual Allocation**
- **Optional Fixed Dollar or Variable Accumulation Values and Variable Annuity Payments**
- **Nonparticipating - Dividends Are Not Payable**
- **Surrender Charges May Be Waived under Specified Conditions**

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CERTIFICATE DATA

Group Deferred 403(b) Annuity Certificate: ***RiverSource*® Retirement Group Annuity IV** 1

Certificate Number: 9925-0000001 2

Certificate Date: January 23, 2012 2

Participant/Annuitant: John Doe 2

Annuitization Start Date: December 12, 2072 2

Age at Certificate Issue: 35 2

Group Contract Owner: ABC School 2

Group Contract Number: 9920-SAMPLE 2

Application Signed State/Certificate Delivery State: State 3

Initial Purchase Payment: $50.00 2

Contract Type: Contributory Qualified Plan (Tax Sheltered Annuity) 4

Scheduled Purchase Payment:
Annual Amount: $1200.00 2

Maximum Purchase Payments Permitted:

1st Certificate Year and Total*:

- Under age 86: 5 6 $1,000,000 9
- 7 Age 86 or older and under age 91: $100,000 10
- 8 Age 91 or older: $0 11

Each Certificate Year thereafter:

- Under age 86: 6 $100,000 12
- Age 86 or older and under age 91: $50,000 13
- Age 91 or older: $0 14

* The 1st Certificate year and Total amount applies to all deferred annuity contracts and/or Certificates We have issued to You.

Minimum Additional Purchase Payment: $50 15

32 Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account: 16 $1,000

33 Upon issuance of this Certificate, your purchase payments have been scheduled to be paid and applied to the Fixed Account, Guarantee Period Accounts and variable subaccounts investing in funds as shown below. You may change the amount, frequency and allocations as described in this Certificate. Refer to the Purchase Payments provision.

| Allocation | Payment Allocation Percentage |
|---|---|
| 36 VP - MODERATELY CONSERVATIVE PORT CL 2 | 100.00% |
| 34 RiverSource Life Regular Fixed Account | |
| Special DCA 12 Mo Fixed Account - V | |
| Special DCA 6 Mo Fixed Account - V | |
| 35 1 Year Guarantee Period Account | |
| 2 Year Guarantee Period Account | |
| 3 Year Guarantee Period Account | |
| 4 Year Guarantee Period Account | |
| 5 Year Guarantee Period Account | |
| 6 Year Guarantee Period Account | |
| 7 Year Guarantee Period Account | |
| 8 Year Guarantee Period Account | |
| 9 Year Guarantee Period Account | |
| 10 Year Guarantee Period Account | |

Certificate Number: 9925-0000001 2

Certificate Date: January 23, 2012 2

| Allocation | Payment Allocation Percentage |
|---|---|
| AllianceBernstein VPS Lg Cap Gr Por Cl B | |
| American Century VP Value Class II | |
| 36 Columbia VP Balanced Fund Cl 3 | |
| Columbia VP Cash Management Fund Cl 2 | |
| Columbia VP Div Equity Income Fd Cl 2 | |
| Columbia VP Diversified Bond Fund Cl 2 | |
| Columbia VP Dynamic Equity Fund Cl 2 | |
| Columbia VP Emerging Mkts Opport Fd Cl 2 | |
| Columbia VP Global Bond Fund Cl 2 | |
| Columbia VP Global Infl Prot Sec Fd Cl 2 | |
| Columbia VP High Income Fund Cl 2 | |
| Columbia VP High Yield Bond Fund Cl 2 | |
| Columbia VP Income Opportunities Fd Cl 2 | |
| Columbia VP Intl Opportunity Fund Cl 2 | |
| Columbia VP Large Cap Growth Fund Cl 2 | |
| Columbia VP Limited Dur Credit Fd Cl 2 | |
| Columbia VP Marsico Intl Opp Fund Cl 2 | |
| Columbia VP Mid Cap Grwth Opport Fd Cl 2 | |
| Columbia VP Mid Cap Val Opport Fd Cl 2 | |
| Columbia VP S&P 500 Index Fund Cl 3 | |
| Columbia VP Select Lg Cap Value Fd Cl 2 | |
| Columbia VP Select Sm Cap Value Fd Cl 2 | |
| Columbia VP Short Dur US Govt Fund Cl 2 | |
| Columbia VP Strategic Income Fund Cl 2 | |
| Fidelity VIP Contrafund Port Serv Cl 2 | |
| Fidelity VIP Mid Cap Port Service Cl 2 | |
| FTVIPT Franklin Sm Cap Val Sec Fd Cl 2 | |
| FTVIPT Mutual Shares Sec Fd Cl 2 | |
| Janus Aspen Srs Janus Port Svc Shs | |
| MFS Utilities Series Service Class | |
| Morgan Stanley UIF Mid Cap Gr Port Cl II | |
| Neuberger Berman Adv Mgt Tr Soc Res Cl S | |
| Oppenheimer Glbl Sec Fund/VA Srv Shs | |
| Oppenheimer MainSt Sm&Md Cap Fd/VA SvcSh | |
| PIMCO VIT All Asset Port Advisor Shs Cl | |
| VP - Aggressive Portfolio Class 2 | |
| VP - Conservative Portfolio Class 2 | |
| VP - Moderate Portfolio Class 2 | |
| VP - Moderately Aggressive Port Cl 2 | |
| VP - Moderately Conservative Port Cl 2 | |
| VP AllianceBernstein Intl Val Fd Cl 2 | |
| VP American Century Div Bond Fd Cl 2 | |
| VP American Century Growth Fd Cl 2 | |
| VP Columbia Wanger Intl Equities Fd Cl 2 | |
| VP Columbia Wanger U.S. Equities Fd Cl 2 | |
| VP Davis New York Venture Fund Cl 2 | |
| VP Eaton Vance Floating-Rate Inc Fd Cl 2 | |
| VP Goldman Sachs Mid Cap Val Fd Cl 2 | |
| VP Invesco Intl Growth Fund Cl 2 | |
| VP J.P. Morgan Core Bond Fd Cl 2 | |

Certificate Number: 9925-0000001 2 Certificate Date: January 23, 2012 2

| Allocation | Payment Allocation Percentage |
|---|---|
| VP Jennison Mid Cap Growth Fd Cl 2 | |
| VP Marsico Growth Fund Cl 2 | |
| VP MFS Value Fund Class 2 | |
| VP Morgan Stanley Glbl Real Est Fd Cl 2 | |
| VP NFJ Dividend Value Fd Cl 2 | |
| VP Nuveen Winslow Lg Cap Growth Fd Cl 2 | |
| VP Partners Small Cap Growth Fd Cl 2 | |
| VP Partners Small Cap Value Fd Cl 2 | |
| VP PIMCO Mort-Backed Sec Fd Cl 2 | |
| VP Pyramis Intl Equity Fund Cl 2 | |
| VP Wells Fargo Short Dur Govt Fd Cl 2 | |
| WF Advantage VT Opportunity Fd Cl 2 | |
| WF Advantage VT Small Cap Growth Fd Cl 2 | |

36

Fixed Account Minimum Interest Rate: 1.00% 17

Any purchase payments allocated to the Regular Fixed Account on the Certificate Date will earn interest, for the first year, at the annual effective rate of 3.5%. New rates may be declared from time to time. 37

Any purchase payments allocated to the 6-Month Special DCA fixed account on the Certificate Date will earn interest at the annual effective rate of 3.5%. New rates may be declared from time to time. 34 37

34 Any purchase payments allocated to the 12-Month Special DCA fixed account on the Certificate Date will earn interest at the annual effective rate of 3.5%. New rates may be declared from time to time. 34 37

40 MVA Risk Factor: 0.001 18

See Guarantee Period Accounts endorsement, MVA formula.

CV Waiver Percentage: 10% 19

See the definition of "total free amount" in the Surrender Charge provisions.

ROPP Benefit Age: 79 20

See Payments to Beneficiaries provision.

Hospitalization/Nursing Home Waiver Benefit Age: 75 21

See Waiver of Surrender Charges upon Hospital or Nursing Home Confinement provision.

TI Waiver Benefit Age: 100 22

See Waiver of Surrender Charges upon Terminal Illness Diagnosis provision.

Annual Mortality and Expense Risk Fee: 0.95% of the daily net asset value 23

Annual Variable Account Administrative Charge: 0.00% of the daily net asset value 24

Certificate Administrative Charge:

Initial Annual Charge $30 25

We reserve the right to adjust this charge after the first Certificate Anniversary, but the charge will never exceed $50. 26

Initial Annual Charge if Certificate Account Value equals or exceeds $50,000 $0 27

We reserve the right to charge up to $20 after the first Certificate Anniversary.

Certificate Number: 9925-0000001 2 Certificate Date: January 23, 2012 2

Schedule of Surrender Charges: If You surrender all or a portion of Your Certificate Account Value or if the Contract Holder surrenders the contract, a surrender charge may apply. A surrender charge applies if all or part of the Certificate Account Value is surrendered during the surrender charge period which is the first five Certificate years.

| Contract Year | Surrender Charge Percentage Applied to Purchase Payments |
|---|---|
| 1 | 7.0% |
| 2 | 6.0% |
| 3 | 5.0% |
| 4 | 4.0% |
| 5 | 3.0% |
| Thereafter | 0.0% |

You may surrender the greater of (1) Your prior Certificate Anniversary Certificate Account Value multiplied by the CV Waiver Percentage shown above or (2) Certificate Account earnings each certificate year without incurring a surrender charge. Refer to the Surrender Provisions

Regular Fixed Account Purchase Payment and Transfer Limits: 28

1. Payments to the Regular Fixed Account are limited to 100% of each payment. (There are no limits on payments to the Regular Fixed Account if the payment is used to establish automated 41 transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)
2. Transfers to the Regular Fixed Account are limited to transfer amounts which result in the Regular Fixed Account Certificate Account Value (after the transfer) being no more than 100% of the total 29 Certificate Account Value. (There will be no limits on transfers to the Regular Fixed Account if the transfer is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.) 41
3. Transfers from the Regular Fixed Account (including automated transfers under a dollar cost averaging arrangement) are limited to the greater of:
   30 a. $10,000; or
   31 b. 30% of the Regular Fixed Account Certificate Account Value at the beginning of the certificate year. All purchase payments received into the Regular Fixed Account prior to Your transfer request are considered Your beginning of certificate year value during the first certificate year.

RiverSource Life Insurance Company, 70100 Ameriprise Financial Center Minneapolis, MN 55474

# *RiverSource*® Retirement Group Annuity IV Application/403(b) Plan Sponsor Information

RiverSource Annuities

## Part 1 Ownership Information (Plan Sponsor)

Owner's Name (Plan Sponsor)

Employer Identification Number (EIN)

Mailing Address

City

State

ZIP code

Street Address (if different)

City

State

ZIP code

Web Site Address (if applicable)

Is RiverSource Life Insurance Company an approved investment provider for the plan? ◯ Yes ◯ No

Do you utilize a Third Party Administrator (TPA) for your 403(b) Plan ? ◯ Yes ◯ No
If yes, complete Part 3

## Part 2 Plan Sponsor Contact Information

Primary Contact Name

Title

Contact Phone Number

Ext.

Fax Number

E-mail Address (if applicable)

Secondary Contact Name (if applicable)

Title

Contact Phone Number

Ext.

Fax Number

E-mail Address (if applicable)

## Part 3 Third Party Administrator Information (TPA)

TPA Name

TPA Employer Identification Number (EIN)

Mailing Address

City

State

ZIP code

Street Address (if different)

***Third Party Administrator Information (TPA)*** *continued on the next page...*

Sign on Page 2

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## Third Party Administrator Information (TPA) continued

4

City | State | ZIP code

Contact Name

Title | Contact Phone Number | Ext.

E-mail Address (if applicable)

## Part 4 Taxpayer Identification Number (TIN) Certification

10.

Under penalty of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number, and
(2) I am not subjected to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interests or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
(3) I am a U.S. citizen or other U.S. person (defined in the instruction for Form W-9)

**Certification Instructions.** You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Non U.S. person submit the appropriate Form W-8.
Form W-9 instructions are available upon request or on www.irs.gov.

## Part 5 Declaration and Signature(s)

11.

- I am a duly authorized representative of the 403(b) Plan sponsored by the Employer identified in Part 1 of this form. As the plan representative, I direct and authorize RiverSource Life Insurance Company and/or its affiliates to process Plan-related transactions in accordance with the directions received by the Third Party Administrator (TPA) identified in Part 3 of this form. I further represent that, before directing RiverSource Life Insurance Company to process any transaction, the Plan Sponsor and/or its designated TPA has (i) provided any applicable distribution-related disclosures to plan participants, (ii) obtained any and all elections and documentation necessary to effect the transaction, (iii) ascertained that a distribution and/or transaction is permitted under the terms of the Plan and (iv) any tax withholding instructions are consistent with the participant's election.
- I understand that earnings and values, when based on the investment experience of a variable fund, portfolio account or subaccount, are not guaranteed and may both increase and decrease.

11.

- Allocation and transfers to Guarantee Periods Accounts(s) are subject to market value adjustments prior to the dates specified in the contract.

10.

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

Authorized Plan Sponsor Representative Name

Title

Authorized Plan Sponsor Representative Signature | Date (MMDDYYYY)

X

**Advisor Information**

Name | Advisor ID

Advisor Signature | Date (MMDDYYYY)

X

RiverSource Life Insurance Company, 70100 Ameriprise Financial Center, Minneapolis, MN 55474

# *RiverSource*® Retirement Group Annuity IV Enrollment Form

403(b) only

RiverSource Annuities

- Master Contract needs to be established prior to participant enrollment
- Complete and submit the Subaccount Allocation Form

Advisor Number

Participant's Social Security Number

Master Contract Number

Brokerage Acct Number

## Part 1 Participant Information

Participant (Annuitant is the same as Participant):

Participant's Name | Social Security Number

Birth Date (MMDDYYYY)

## Part 2 Beneficiary Information

Step children, Foster children, other Relatives, Trusts, Organizations, etc, are not included in Options A-D; to designate them complete "E" below.

**Select one of the following.**

A. **Spouse if Living, if not, Lawful Children With Rights of Survivorship.**
Beneficiary is (please insert Spouse's name): ,
Participant's spouse, if living, if not, the beneficiaries are the children born to, or legally adopted by, the participant and they will receive equal shares of the proceeds; provided, however, that if a child of the participant has died before the participant, the share which the child would have received if he or she survived the participant will be equally divided among the surviving children.

B. **Spouse if Living, if not, Lawful Children With Rights of Survivorship per Stirpes.**
Beneficiary is (please insert Spouse's name): ,
Participant's spouse, if living, if not, the children born to, or legally adopted by, the participant equally, the survivors equally, or the survivor; provided, however, that if a child of the participant has died before the participant, the share which the child would have received if he or she survived the participant will be paid to his or her children born to, or legally adopted by that deceased child, per stirpes.

C. **Lawful Children With Rights of Survivorship.**
Beneficiary is: The children born to, or legally adopted by, the participant and they will receive equal shares of the proceeds; provided, however, that if a child of the participant has died before the participant, the share which the child would have received if he or she survived the participant will be equally divided among the surviving children.

D. **Lawful Children With Rights of Survivorship per Stirpes.**
Beneficiary is: The children born to, or legally adopted by, the participant equally, provided, however, that if a child of the participant has died before the participant, the share which the child would have received if he or she survived the participant will be paid to his or her born to, or legally adopted by, children of that deceased child, per stirpes.

***Beneficiary Information** continued on next page..*

- Sign on Pages 2, 5, 6
- For assistance - call 1 (800) 862-7919

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**Beneficiary Information** continued

○ **E. Other (Step children, Foster children, other Relatives, Trusts, Organizations, etc)**

**A. Primary Beneficiary** (If additional space needed, please provide this information on a separate piece of paper signed and dated by the participant.)

| Name | Date of Birth | Relationship to participant | Social Security Number | % |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**B. Contingent Beneficiary** (If additional space needed, please provide this information on a separate piece of paper signed and dated by the participant.)

| Name | Date of Birth | Relationship to participant | Social Security Number | % |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## Part 3 Marital Status and Consent of Spouse

ⓘ Complete this section only if you are a **resident of one of the following states: AZ, CA, ID, LA, NV, NM, TX, WA, or WI.**

**Participant Marital Status** (Select One)

○ Single ○ Married (See Consent of Spouse) ○ Widowed ○ Divorced

**Consent of Spouse**

This consent of spouse must be signed if all of the following conditions are present:

(a) The spouse of the owner is living,
(b) The spouse is not the sole primary beneficiary named and
(c) The participant and spouse are residents of a community property state (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.)

I have reviewed the above beneficiary designation and, as the spouse of the participant, I consent to the beneficiary designation and all contributions of money or property to be used for the purchase of such accounts to be issued in my spouse's name, whether heretofore, now or hereafter and I relinquish all my statutory or other rights thereto.

Spouse Name

Spouse Signature

X

Date (MMDDYYYY)

## Part 4 Existing Policy Information

**A. Complete this section if enrollment form is being signed in a National Association of Insurance Commissioners (NAIC) Replacement Model Regulation state:**

Do you have any individual annuities or life insurance policies currently in force or applied for?

○ Yes - Complete and submit applicable Replacement Form(s)
○ No

**B. Complete this section for enrollment forms signed in all other states:**

Will the annuity applied for replace or change payments of any existing annuity or insurance?

○ Yes - Complete and submit applicable Replacement Form(s)
○ No

## Part 5 403(b) Plan Funding Information (Plan sponsor in Part 6 is required.)

Complete A, B or both

**A. Initial Purchase Payment**
Minimum lump sum payment is $1,000

**Total Purchase Payment(s) to be received within 180 days:** $

**Identify number of funding sources:**

**Method of Funding:**
- ◯ Check Attached
- ◯ Transfer/Redemption Paperwork Attached
- ◯ Advisor/Client Initiated Transfer
- ◯ Other – List Source

**Contribution Type:**
- ◯ Transfer $
- ◯ Rollover $

**B. Ongoing Installment Payment** (Participant needs to complete a salary reduction agreement with their employer.)
Minimum for Group Bill is $25.00

**Ongoing Payment Amount** $

**Provide Group Bill Number**

## Part 6 Plan Sponsor Information (Required)

Name of Plan Sponsor associated with the Master Contract:

Employer Identification Number (EIN)

Address

City

State

ZIP code

## Part 7 Additional Request(s) (Optional)

Complete and submit applicable forms for any additional request options selected.

☐ Special Dollar Cost Averaging (SDCA) ☐ Dollar Cost Averaging (DCA) ☐ Rebalancing

## Part 8 State Fraud and Disclosure Notices

- **For participants in Arizona:** Refer to Form #131100.
- **For participants in Arkansas, Kentucky, Maine, New Mexico, and Ohio:** Any person who knowingly and with intent to defraud any insurance company or other person, files an application or enrollment form for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
- **For participants in Colorado:** Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or enrollment form or files a claim containing a false or deceptive statement, may be guilty of insurance fraud.
- **For participants in Louisiana:** 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 or enrollment form for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- **For enrollment forms in Massachusetts:** Purchase payments or transfers to the fixed account may be restricted or the fixed account may be discontinued. This restriction or discontinuance would only occur when current rates were the same as the guaranteed rates in the contract, and would be done so without unfair discrimination. THE REGULAR FIXED ACCOUNT MAY NOT BE AVAILABLE ON THE ISSUE DATE. SEE THE PROSPECTUS FOR CURRENT FIXED ACCOUNT LIMITS.

***State Fraud and Disclosure Notices** continued on next page..*

19. **State Fraud and Disclosure Notices** continued

- **For participants in New Hampshire:** The Federal Defense of Marriage Act states that civil union partners are not considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner. For information regarding federal tax laws please consult a tax advisor.
- **For participants in New Jersey:** Any person who includes any false or misleading information on an application or enrollment form for an insurance policy is subject to criminal and civil penalties.
- **For participants in Rhode Island:** 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 or enrollment form for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- **For participants in Washington and Washington DC:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the participant.

## Part 9 Social Security or Taxpayer Identification Number (TIN) Certification

**Under penalties of perjury, I certify that:**

20. (1) The number shown on this form is my correct taxpayer identification number, and
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
(3) I am a U.S. citizen or other U.S. person (defined in the instructions for Form W-9)

**Certification Instructions.** You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Non-U.S. persons submit the appropriate Form W-8.
Form W-9 instructions are available upon request or on www.irs.gov.

## Part 10 Agreements, Acknowledgements and Disclosures

21.
- I understand that an annuity generally has a tax deferral feature provided by the Internal Revenue Code. However, I further understand that if I purchase an annuity to fund a retirement plan that is already tax-deferred, any tax deferral benefits will be provided by the retirement plan and that my annuity will not provide any necessary or additional tax-deferral benefits.
- If I am provided information about specific investment alternatives, I understand and acknowledge that other investment alternatives having similar risk and return characteristics may be available.
- I further acknowledge that RiverSource Life Insurance Company assumes no responsibility for any tax consequences and/or penalties that may result from my contributions to or distributions from this annuity or that may result from any related transaction or conversion.
- I understand that neither Ameriprise Financial Services, Inc. nor my Ameriprise financial advisor, is acting as a fiduciary regarding services provided. Ameriprise Financial and my Ameriprise financial advisor are not providing services that may be relied upon as the primary basis for my investment decisions regarding this retirement annuity.
- **Enrollment Form Declaration:** I declare that each of the statements and answers given in this enrollment form are true and complete to the best of my knowledge and belief, and will form the basis of any annuity issued from this enrollment form. By signing this enrollment form and after reviewing each statement that pertains to my annuity, I acknowledge my understanding of the information.

21.
- I acknowledge receiving the Product Disclosure, Privacy Notice Form and the Military Disclosure Form.
- I understand that this product contains a certificate administrative charge which is assessed annually and for full surrenders of my Certificate Account Value, surrender charges, and mortality and expense fees which are assessed daily against the unit values of the subaccounts for as long as I hold the certificate and are intended to cover the costs associated with establishing and maintaining my certificate.
- **Beneficiary Designation:** I agree to indemnify the company against and hold the company harmless from any and all claims arising from the beneficiary designation. I agree that the beneficiary designation selected shall be binding upon my heirs, legatees, executors, administrators,personal representatives, assigns and beneficiaries.
- **Prospectus: I have received the current prospectus for the variable annuity applied for.**

***Agreements, Acknowledgements and Disclosures*** *continued on next page..*

**Agreements, Acknowledgements and Disclosures** continued

23.

- **Consent for Delivery of Initial Prospectuses on CD**

☐ **Yes - By checking this box, I acknowledge that I have received the initial product and fund prospectuses on computer readable compact disk (CD) and have chosen to do so, and that:**

- I understand that I have the right to receive the prospectuses in paper format, which has been offered to me.
- I have access to and understand how to use the hardware and software that are necessary to view the prospectuses (see CD label for operating requirements).
- I understand that, in order to retain paper copies of the prospectuses, I must either:

  A. print the prospectuses found on the CD, incurring any printing costs myself; or
  B. request the prospectuses in paper form free of charge by calling Customer Service toll-free at 1 (800) 862-7919.

2.

- I understand that all future prospectus updates and supplements will be provided to me in paper form unless I sign up for online document delivery on the My Financial Accounts website at ameriprise.com.

21.

- I have reviewed the subaccount options that I selected on the Subaccount Funds Allocations form with my Ameriprise financial advisor.
- **I understand that earnings and values, when based on the investment experience of a variable fund, portfolio, account or subaccount, are not guaranteed and may increase or decrease.**

24.

- **For Guarantee Period Accounts Only:** Amounts payable under the contract are subject to market value adjustments prior to the dates specified in the contract.

20.

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

## Part 11 Signatures, State and Signed Date

Participant's Name

Participant's Signature

X

State Enrollment Form Signed In

Date (MMDDYYYY)

## Part 12 Advisor Report

**Declaration and Signature:**

25. I certify that I personally solicited this enrollment form. The enrollment form and this report are complete and accurate to the best of my knowledge and the information provided regarding replacement of existing insurance and annuities is true and accurate.

**Compensation:**

26. For *RiverSource*® Retirement Group Annuity IV, choose one of the following compensation options available. If no option is chosen, compensation will default to Up-front with trail compensation. Once chosen and submitted to the corporate office, the compensation choice may not be changed.

◯ Option A: Up-front with trail compensation ◯ Option B: Level compensation

**Recommending Advisor Information**

***Is this transaction based on a recommendation by an Ameriprise Financial Advisor?*** ◯ Yes ◯ No

***If yes***, provide the Recommending Advisor ID# and Name below, if different than Servicing Advisor.

Name | Advisor ID

It is assumed the Recommending Advisor and Servicing Advisor are the same, if the Recommending Advisor is not identified.

**Servicing Advisor Information**

Name | Servicing Advisor ID

Servicing Advisor Signature | Date (MMDDYYYY)

X

Team ID | Comp % | Phone | Ext | Branch Office Number

**Co-Advisor Information**

Name | Co-Advisor ID

Co-Advisor Signature | Date (MMDDYYYY)

X

Team ID | Comp % | Phone | Ext | Branch Office Number

# Supporting Document Schedules

**Item Status:** **Status Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

Being variable annuity forms, subject to federal security regulation, they are exempt from state readability requirements.

Attached are certifications of compliance with Rule and Regulation 33, Rules 6 and 19, and pdfs of the Arkansas Guaranty Notice and Consumer notice.

**Attachments:**

AR Guaranty Notice.pdf
AR Information Notice.pdf
AR Cert of Compliance Reg 33 411335.pdf
AR Certification 411335.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Application

**Comments:**

The applications to be used are submitted for approval under the Form Schedule tab.

**Item Status:** **Status Date:**

**Satisfied - Item:** Life & Annuity - Acturial Memo

**Comments:**

Since this is a group annuity purchased under a plan of deferred compensation established or maintained by an employer in the 403(b) market and is not a plan providing individual retirement accounts or individual retirement annuities under section 408 of the Internal Revenue Code, as amended, your state's Standard Nonforfeiture Law would not apply.

**Attachment:**

Actuarial Memo - 411335, 411336 L share-with GPA.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Group Contract and Certificate forms Variable Materials

**Comments:**

Attached please find Statements of Variability which correspond to annotations on the forms to aid in your review. Numbers along side of the brackets in the annotated forms correspond with numbered variability statements.

**Attachments:**

Statement of Variability for 411336.pdf
Statement of Variability for 411336-DPTSA4.pdf
Statement of Variability for 411335.pdf
Statement of Variability for 411335-DPTSA4.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Group Master Application, Enrollment forms Statement of Variabilities

**Comments:**

Attached please find Statements of Variability which correspond to annotations on the forms to aid in your review. Numbers along side of the brackets in the annotated forms correspond with numbered variability statements.

**Attachments:**

Statement of Variability for 411347.pdf
Statement of Variability for 411348.pdf

# Limitations and Exclusions under the Arkansas Life and Disability Insurance Guaranty Association Act

Residents of this state who purchase life insurance, annuities, or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state, and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

**DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of $300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall $300,000 limit, the Association will not pay more than $300,000 in health insurance benefits, $300,000 in present value of annuity benefits, or $300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a $1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

**RiverSource Life Insurance Company**
70100 Ameriprise Financial Center
Minneapolis, MN 55474

John Doe
Policy number

**Questions Regarding Your Policy?**

**If you have questions regarding your policy, you may contact the following:**

**RiverSource Life Insurance Company**
**Policyowner Service Department**
70100 Ameriprise Financial Center
Minneapolis, MN 55474

**Tele:** 1-800-862-7919 **(Hours are 7 am - 8 pm Central Standard time)**

**Representative Name:** I. Am Agent

**Representative Address:** 1234 State St.
Anytown, USA

**If we at RiverSource Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:**

**Arkansas Insurance Department**
**Consumer Services Division**
**1200 West Third Street**
**Little Rock, AR 72201-1904**

**Tele: 1-800-852-5494**

# CERTIFICATION

| Form Number(s) | Form Title(s) |
|---|---|
| 411335 | Group TSA Master Contract, L-Share |
| 411335-DPTSA4 | Master TSA Data page for L-Share |
| 411336 | TSA Group Certificate for L-Share |
| 411336-DPTSA4 | Certificate Data page for L-Share |
| 411347 | Master Contract Application |
| 411348 | Group Enrollment Form |

I, Linda Elston, Assistant Secretary of RiverSource Life Insurance Company, certify that RiverSource Life is in compliance with Regulation 33, particularly Article VI, VII, IX and XI.

Linda Elston

RiverSource Life Insurance Company
Linda Elston, Assistant Secretary

Date: September 9, 2011

**STATE OF ARKANSAS**

**Group Variable Annuity**

**CERTIFICATION OF COMPLIANCE**

**Forms:** **411335, 411335-DPTSA4, 411336, 411336-DPTSA4, 411337, 411347, 411348**

We certify that the above forms being submitted meet the provisions of Rules 6 and 19 of the Arkansas Insurance Department Rules and Regulations as well as all applicable requirements of the Department.

I, Jeffrey R. Pederson, Assistant Secretary of RiverSource Life Insurance Company, further certify that I am familiar with the applicable laws, rules and regulations of the State of Arkansas, and that to the best of my knowledge, information and belief, all forms submitted with this letter are in compliance in all respects with the provisions of the Insurance Laws, Rules and Regulations of the State of Arkansas.

Jeffrey R. Pederson

RiverSource Life Insurance Company
Jeffrey R. Pederson, Assistant Secretary

Date: September 9, 2011

# RiverSource Life Insurance Company
# Statement of Variability
## September 6, 2011

Variable Material for Form 411336, and state variations thereof
Group Deferred 403(b) Variable Annuity Certificate

The form is designed for use with different group variable annuity products. Below is a description of the bracketed items. The Company also plans to vary the typestyle, paper, weight and ink color to accommodate future generations of this form. However, any adaptation the Company makes will not involve changes to the text without prior approval and will always meet or exceed the requirements of your state.

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1. **RiverSource Life Address, Service Phone, Logo**
   The current address is 70100 Ameriprise Financial Center, and the current phone number is 1-800-862-7919. The company address may change including change of or addition of route numbers. Due to different administration offices and telephone numbers, these may vary. An internal administrative code will appear above the version letter and date if and when this occurs. The logo design may change.

2. **Lower right corner internal administrative information**
   The version print date will be changed if any future changes are made to items bracketed as variable. The date range will use 1-12 for the months and the year, from 2012 to future years.

3. **Officer Signatures**
   The signatures will change if officers change.

4. **Free Look provision**
   The language will vary to comply with your state's replacement regulations, if any, or if such regulations are adopted or changed. In those instances, our automated policy generation system will replace the provision with the appropriate language.

# RiverSource Life Insurance Company
# Statement of Variability
## September 6, 2011

Variable Material for Form 411336-DPTSA4 and state variations thereof, Certificate Data TSA4 - 5 year surrender charge

The form is a 403(b) variable annuity group deferred annuity certificate specification page. Below is a description of the bracketed items. The Company also plans to vary the typestyle, paper, weight and ink color to accommodate future generations of this form. However, any adaptation the Company makes will not involve changes to the text without prior approval and will always meet or exceed the requirements of the laws of your state.

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1. The marketing name is bracketed to indicate that it may change.
2. 'John Doe' customer information is bracketed. John Doe items will change for any certificate based on the Participant's information at time of enrollment, the information printed is fixed at certificate issue for the life of the Participant's Certificate Account.
3. Name of state where Certificate is delivered.
4. Contract Type shows tax qualification information such as Contributory Qualified Plan (Tax Sheltered Annuity) or Non-Contributory Qualified Plan (Tax Sheltered Annuity)

| | **Current value** | **Range of possible values** | **When it might change for new issues** |
|---|---|---|---|
| 5. Maximum Purchase Payments Permitted, first tier Age | 86 | 71-101 | Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often. |
| 6. Maximum Purchase Payments Permitted, upper limit second tier Age | 91 | 71-101 | Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often. |
| 7. Maximum Purchase Payments Permitted, lower limit second tier Age | 86 | 71-101 | Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often. |
| 8. Maximum Purchase Payments Permitted, upper limit Age | 91 | 71-101 | Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often. |
| 9. Maximum Purchase Payments Permitted, 1st Certificate Year and Total, Maximum Amount | $1,000,000 | $500,000 - $5,000,000 | Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |
| 10. Maximum Purchase Payments Permitted, 1st Certificate Year and Total, second tier Maximum Amount | $100,000 | $0 - $1,000,000 | Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |
| 11. Maximum Purchase Payments Permitted, 1st Certificate Year and Total, upper limit Maximum Amount | $0 | $0 - $1,000,000 | Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |

| | Current value | Range of possible values | When it might change for new issues |
|---|---|---|---|
| 12. Maximum Purchase Payments Permitted, Each Certificate Year thereafter, Maximum Amount | $100,000 | $10,000 - $5,000,000 | Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however, higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |
| 13. Maximum Purchase Payments Permitted, Each Certificate Year thereafter, second tier Maximum Amount | $50,000 | $0 - $1,000,000 | Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |
| 14. Maximum Purchase Payments Permitted, Each Certificate Year thereafter, upper limit Maximum Amount | $0 | $0 - $1,000,000 | Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |
| 15. Minimum Additional Purchase Payment | $50 | $10 - $1,000 | Based on the economic environment, product design and changes in processing costs. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. Will not change often. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |
| 16. Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account | $1,000 | $10 - $10,000 | Based on the economic environment, product design, and changes in processing costs. Will not change often. |
| 17. Fixed Account Minimum Interest Rate | 1.00% | 1.00% - 3.00% | We initially intend to issue this annuity in your state with a 1.00% minimum interest rate for 2012 issues. We may change the Fixed Account Minimum Interest Rate within a range of 1% to 3% for new issues of this annuity. The rate will either be a single percentage or a certain percentage for a specified number years and a different percentage thereafter. Refer to the actuarial memorandum submitted with this filing for additional information. Expected to change annually. |
| 18. MVA Risk Factor | 0.001 | 0 – 0.0025 | Based on the economic environment. Will not change often. |
| 19. CV Waiver Percentage | 10% | 5% - 20% | Based on the competitive or economic environment and product design. Will not change often. |
| 20. ROPP Benefit Age | 79 | 70-100 | Based on the competitive or economic environment, changes in utilization of the ROPP, the death benefits available, and experienced mortality. Will not change often. |
| 21. Hospitalization/ Nursing Home Waiver Benefit Age | 75 | 70-100 | Based on the competitive or economic environment and changes in utilization of the waiver. Will not change often. |
| 22. TI Waiver Benefit Age | 100 | 70-100 | Based on the competitive or economic environment, changes in utilization of the waiver, the death benefits available, and experienced mortality. Will not change often. |
| 23. Mortality and Expense Risk Fee: | .95% | 0.05% - 2.00% | Based on the competitive or economic environment, product design, or changes in the mortality and expense risks. Will not change often |

| | Current value | Range of possible values | When it might change for new issues |
|---|---|---|---|
| 24. Annual Variable Account Administrative Charge | 0.00% | 0% - 0.50% | Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often. |
| 25. Certificate Administrative Charge Initial Annual Charge | $30 | $0 - $50 | Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining Certificate records. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis. |
| 26. Certificate Administrative Charge required amount for reduced charge | $50,000 | $0 - $100,000 | Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining Certificate records. Will not change often. |
| 27. Certificate Administrative Charge reduced Initial Annual Charge | $0 | $0 - $20 | Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining Certificate records. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis. |
| 28. Regular Fixed Account Purchase Payment and Transfer Limits, Payments to the Regular Fixed Account limit | 100% | 5% - 100% | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |
| 29. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers to the Regular Fixed Account limit | 100% | 5% - 100% | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |
| 30. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account dollar amount limit | $10,000 | $100 - $100,000 | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |
| 31. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account percentage limit | 30% | 5% - 100% | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |

32. Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account section. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

33. Guarantee Period Accounts phrase. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

34. Fixed Account options "Special DCA 12 Mo Fixed Account - V" and "Special DCA 6 Mo Fixed Account-V" are bracketed to indicate that we could change the periods available. For example, if we no longer offer a 12 month option, that bracketed item would be deleted, or if we may want to add a 3 month option. There will always be at least one option available, and periods would not be longer than 24 months. Any such change to this form will be applicable to all new issues of the Certificate.

35. Guarantee Period Accounts – durations offered may change over time. Also, this section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

36. Variable account fund names – funds offered may change over time.

37. Current crediting rate which may vary for new issues. This rate will never be less than the Fixed Account Minimum Interest Rate.

38. The first page number will be 3.0 and subsequent page numbers will be 3.1, 3.2, 3.3 and so on, until the last page of the form. The number of pages will vary based on the insertion of optional death benefit rider and living benefit rider data page forms, as elected by the applicant. (The optional death benefit rider and living benefit rider data page forms will be separate forms when they are available and will be submitted for approval at a future time.)

39. The version letter/print date will be changed if any future changes are made to items bracketed as variable. The range will be A - Z EXCEPT never "B, I, O, Q, or S". The date range will also use 1-12 for the months and the year, from 2012 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.

40. MVA Risk Factor. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

41. Regular Fixed Account Purchase Payment and Transfer Limits statement regarding dollar cost averaging exceptions. This section is bracketed to indicate that if the product design changes such that the exception no longer applies, the information contained in the brackets will be deleted for new issues. Also, if the percentage allowed to be allocated to the Regular Fixed Account is less than 100%, the statement will change to be the following: "(There are no limits on payments to the Regular Fixed Account if the payment is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)"

# RiverSource Life Insurance Company
# Statement of Variability
## September 6, 2011

Variable Material for Form 411335, and state variations thereof
Group Deferred 403(b) Variable Annuity Contract

The form is designed for use with different group variable annuity products. Below is a description of the bracketed items. The Company also plans to vary the typestyle, paper, weight and ink color to accommodate future generations of this form. However, any adaptation the Company makes will not involve changes to the text without prior approval and will always meet or exceed the requirements of your state.

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1. **RiverSource Life Address, Service Phone, Logo**
   The current address is 70100 Ameriprise Financial Center, and the current phone number is 1-800-862-7919. The company address may change including change of or addition of route numbers. Due to different administration offices and telephone numbers, these may vary. An internal administrative code will appear above the version letter and date if and when this occurs. The logo design may change.

2. **Lower right corner internal administrative information**
   The version print date will be changed if any future changes are made to items bracketed as variable. The date range will use 1-12 for the months and the year, from 2012 to future years.

3. **Officer Signatures**
   The signatures will change if officers change.

4. **Free Look provision**
   The language will vary to comply with your state's replacement regulations, if any, or if such regulations are adopted or changed. In those instances, our automated policy generation system will replace the provision with the appropriate language.

# RiverSource Life Insurance Company
# Statement of Variability
## September 6, 2011

Variable Material for Form 411335-DPTSA4 and state variations thereof, Contract Data TSA4 - 5 year surrender charge

The form is a 403(b) variable annuity group deferred annuity master contract specification page. Below is a description of the bracketed items. The Company also plans to vary the typestyle, paper, weight and ink color to accommodate future generations of this form. However, any adaptation the Company makes will not involve changes to the text without prior approval and will always meet or exceed the requirements of the laws of your state.

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1. The marketing name is bracketed to indicate that it may change.
2. 'John Doe' customer information is bracketed. John Doe items will change for any contract based on the Contract Holder's information at time of enrollment, the information printed is fixed at contract issue for the life of the contract.
3. Name of state where contract is delivered.
4. Contract Type shows tax qualification information such as Contributory Qualified Plan (Tax Sheltered Annuity) or Non-Contributory Qualified Plan (Tax Sheltered Annuity)

| | **Current value** | **Range of possible values** | **When it might change for new issues** |
|---|---|---|---|
| 5. Maximum Purchase Payments Permitted, first tier Age | 86 | 71-101 | Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often. |
| 6. Maximum Purchase Payments Permitted, upper limit second tier Age | 91 | 71-101 | Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often. |
| 7. Maximum Purchase Payments Permitted, lower limit second tier Age | 86 | 71-101 | Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often. |
| 8. Maximum Purchase Payments Permitted, upper limit Age | 91 | 71-101 | Based on the competitive or economic environment, product design, the death benefits available, and mortality experienced. Will not change often. |
| 9. Maximum Purchase Payments Permitted, 1st Certificate Year and Total, Maximum Amount | $1,000,000 | $500,000 - $5,000,000 | Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |
| 10. Maximum Purchase Payments Permitted, 1st Certificate Year and Total, second tier Maximum Amount | $100,000 | $0 - $1,000,000 | Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |
| 11. Maximum Purchase Payments Permitted, 1st Certificate Year and Total, upper limit Maximum Amount | $0 | $0 - $1,000,000 | Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |

| | Current value | Range of possible values | When it might change for new issues |
|---|---|---|---|
| 12. Maximum Purchase Payments Permitted, Each Certificate Year thereafter, Maximum Amount | $100,000 | $10,000 - $5,000,000 | Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however, higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |
| 13. Maximum Purchase Payments Permitted, Each Certificate Year thereafter, second tier Maximum Amount | $50,000 | $0 - $1,000,000 | Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |
| 14. Maximum Purchase Payments Permitted, Each Certificate Year thereafter, upper limit Maximum Amount | $0 | $0 - $1,000,000 | Based on the competitive or economic environment, product design, and the death benefits available. Will not change often, however higher amounts may be allowed with home office approval on a non-discriminatory basis. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |
| 15. Minimum Additional Purchase Payment | $50 | $10 - $1,000 | Based on the economic environment, product design and changes in processing costs. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. Will not change often. RVS also reserves the right to increase the maximums for existing policies on a non-discriminatory basis. |
| 16. Minimum Additional Purchase Payment Least Amount | $10 | $10 - $1,000 | Based on the economic environment, product design and changes in processing costs. Generally, the least amount will be lower than the then current value for the Minimum Additional Purchase Payment. Only in unusual circumstances would the then current, least and maximum amounts be the same. Will not change often. |
| 17. Minimum Additional Purchase Payment Maximum Amount | $100 | $10 - $1,000 | Based on the economic environment, product design and changes in processing costs. Generally, the maximum amount will be higher than the then current value for the Minimum Additional Purchase Payment. Only in unusual circumstances would the then current, least and maximum amounts be the same. Will not change often. |
| 18. Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account | $1,000 | $10 - $10,000 | Based on the economic environment, product design, and changes in processing costs. Will not change often. |
| 19. Fixed Account Minimum Interest Rate | 1.00% | 1.00% - 3.00% | We initially intend to issue this annuity in your state with a 1.00% minimum interest rate for 2012 issues. We may change the Fixed Account Minimum Interest Rate within a range of 1% to 3% for new issues of this annuity. The rate will either be a single percentage or a certain percentage for a specified number years and a different percentage thereafter. Refer to the actuarial memorandum submitted with this filing for additional information. Expected to change annually. |
| 20. MVA Risk Factor | 0.001 | 0 – 0.0025 | Based on the economic environment. Will not change often. |
| 21. CV Waiver Percentage | 10% | 5% - 20% | Based on the competitive or economic environment and product design. Will not change often. |

| | Current value | Range of possible values | When it might change for new issues |
|---|---|---|---|
| 22. ROPP Benefit Age | 79 | 70-100 | Based on the competitive or economic environment, changes in utilization of the ROPP, the death benefits available, and experienced mortality. Will not change often. |
| 23. ROPP Benefit Minimum Age | 70 | 70-100 | Based on the competitive or economic environment, changes in utilization of the ROPP, the death benefits available, and experienced mortality. Generally, the minimum age will be lower than the then current ROPP Benefit Age. Only in unusual circumstances would the then current, minimum and maximum ages be the same. Will not change often. |
| 24. ROPP Benefit Maximum Age | 90 | 70-100 | Based on the competitive or economic environment, changes in utilization of the ROPP, the death benefits available, and experienced mortality. Generally, the maximum age will be higher than the then current ROPP Benefit Age. Only in unusual circumstances would the then current, minimum and maximum ages be the same. Will not change often. |
| 25. Hospitalization/Nursing Home Waiver Benefit Age | 75 | 70-100 | Based on the competitive or economic environment and changes in utilization of the waiver. Will not change often. |
| 26. TI Waiver Benefit Age | 100 | 70-100 | Based on the competitive or economic environment, changes in utilization of the waiver, the death benefits available, and experienced mortality. Will not change often. |
| 27. Mortality and Expense Risk Fee: | .95% | 0.05% - 2.00% | Based on the competitive or economic environment, product design, or changes in the mortality and expense risks. Will not change often |
| 28. Mortality and Expense Risk Minimum Fee | .80% | 0.05% - 2.00% | Based on the competitive or economic environment, product design, or changes in the mortality and expense risks. Generally, the minimum fee will be lower than the then current value for the Mortality and Expense Risk Fee. Only in unusual circumstances would the then current, minimum and maximum fee be the same. Will not change often |
| 29. Mortality and Expense Risk Maximum Fee | 1.10% | 0.05% - 2.00% | Based on the competitive or economic environment, product design, or changes in the mortality and expense risks. Generally, the maximum fee will be higher than the then current value for the Mortality and Expense Risk Fee. Only in unusual circumstances would the then current, minimum and maximum fee be the same. Will not change often |
| 30. Annual Variable Account Administrative Charge | 0.00% | 0% - 0.50% | Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Will not change often. |
| 31. Maximum Annual Variable Account Administrative Charge | 0.20% | 0% - 0.50% | Based on the competitive or economic environment, product design, and changes in administrative or operating expenses. Generally, the maximum charge will be higher than the then current value for the Variable Account Administrative Charge. Only in unusual circumstances would the then current and maximum charge be the same. Will not change often. |

| | Current value | Range of possible values | When it might change for new issues |
|---|---|---|---|
| 32. Certificate Administrative Charge Initial Annual Charge | $30 | $0 - $50 | Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining Certificate records. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis. |
| 33. Minimum Certificate Administrative Charge Initial Annual Charge | $0 | $0 - $50 | Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining Certificate records. Generally, the minimum initial annual charge will be lower than the then current value for the Certificate Administrative Charge. Only in unusual circumstances would the then current, minimum and maximum charge be the same. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis. |
| 34. Maximum Certificate Administrative Charge Initial Annual Charge | $50 | $0 - $50 | Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining Certificate records. Generally, the maximum initial annual charge will be higher than the then current value for the Certificate Administrative Charge. Only in unusual circumstances would the then current, minimum and maximum charge be the same. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis. |
| 35. Certificate Administrative Charge required amount for reduced charge | $50,000 | $0 - $100,000 | Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining Certificate records. Will not change often. |
| 36. Certificate Administrative Charge reduced Initial Annual Charge | $0 | $0 - $20 | Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining Certificate records. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis. |
| 37. Minimum Certificate Administrative Charge reduced Initial Annual Charge | $0 | $0 - $20 | Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining Certificate records. Generally, the minimum reduced initial annual charge will be lower than the then current value for the reduced Certificate Administrative Charge. Only in unusual circumstances would the then current, minimum and maximum charge be the same. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis. |
| 38. Maximum Certificate Administrative Charge reduced Initial Annual Charge | $20 | $0 - $20 | Based on the competitive or economic environment, product design, and RVS costs of establishing and maintaining Certificate records. Generally, the maximum reduced initial annual charge will be higher than the then current value for the reduced Certificate Administrative Charge. Only in unusual circumstances would the then current, minimum and maximum charge be the same. Will not change often, however RVS also reserves the right to change the charge for existing policies after the first anniversary on a non-discriminatory basis. |

| | Current value | Range of possible values | When it might change for new issues |
|---|---|---|---|
| 39. Regular Fixed Account Purchase Payment and Transfer Limits, Payments to the Regular Fixed Account limit | 100% | 5% - 100% | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |
| 40. Minimum Regular Fixed Account Purchase Payment and Transfer Limits, Payments to the Regular Fixed Account limit | 5% | 5% - 100% | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Generally, the minimum payment limit will be a lower percentage than the then current value for the Regular Fixed Account payment limit. Only in unusual circumstances would the then current, minimum and maximum limit be the same. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |
| 41. Maximum Regular Fixed Account Purchase Payment and Transfer Limits, Payments to the Regular Fixed Account limit | 100% | 5% - 100% | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Generally, the maximum payment limit will be the same or a higher percentage as the then current value for the Regular Fixed Account payment limit. Only in unusual circumstances would the then current, minimum and maximum limit be the same. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |
| 42. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers to the Regular Fixed Account limit | 100% | 5% - 100% | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |
| 43. Minimum Regular Fixed Account Purchase Payment and Transfer Limits, Transfers to the Regular Fixed Account limit | 5% | 5% - 100% | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Generally, the minimum transfer limit will be a lower percentage than the then current value for the Regular Fixed Account transfer limit. Only in unusual circumstances would the then current, minimum and maximum limit be the same. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |
| 44. Maximum Regular Fixed Account Purchase Payment and Transfer Limits, Transfers to the Regular Fixed Account limit | 100% | 5% - 100% | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Generally, the maximum payment and transfer limit will be the same or a higher percentage as the then current value for the Regular Fixed Account payment and transfer limit. Only in unusual circumstances would the then current, minimum and maximum limit be the same. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |
| 45. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account dollar amount limit | $10,000 | $100 - $100,000 | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |

| | Current value | Range of possible values | When it might change for new issues |
|---|---|---|---|
| 46. Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account percentage limit | 30% | 5% - 100% | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |
| 47. Minimum Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account percentage limit | 5% | 5% - 100% | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Generally, the minimum transfer limit will be a lower percentage than the then current value for the Regular Fixed Account transfer limit. Only in unusual circumstances would the then current, minimum and maximum limit be the same. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |
| 48. Maximum Regular Fixed Account Purchase Payment and Transfer Limits, Transfers from the Regular Fixed Account percentage limit | 30% | 5% - 100% | Based on the competitive or economic environment, product design, the guaranteed minimum interest rate, and fixed account utilization. Generally, the maximum transfer limit will be the same or a higher percentage as the then current value for the Regular Fixed Account transfer limit. Only in unusual circumstances would the then current, minimum and maximum limit be the same. Will not change often, however RVS also reserves the right to change the limit for existing policies on a non-discriminatory basis. |

49. Minimum Purchase Payment or Transfer Amount to any Guarantee Period Account section. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

50. Guarantee Period Accounts phrase. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

51. Fixed Account options "Special DCA 12 Mo Fixed Account - V" and "Special DCA 6 Mo Fixed Account-V" are bracketed to indicate that we could change the periods available. For example, if we no longer offer a 12 month option, that bracketed item would be deleted, or if we may want to add a 3 month option. There will always be at least one option available, and periods would not be longer than 24 months. Any such change to this form will be applicable to all new issues of the contract.

52. Guarantee Period Accounts – durations offered may change over time. Also, this section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

53. Variable account fund names – funds offered may change over time.

54. The first page number will be 3.0 and subsequent page numbers will be 3.1, 3.2, 3.3 and so on, until the last page of the form. The number of pages will vary based on the insertion of optional death benefit rider and living benefit rider data page forms, as elected by the applicant. (The optional death benefit rider and living benefit rider data page forms will be separate forms when they are available and will be submitted for approval at a future time.)

55. The version letter/print date will be changed if any future changes are made to items bracketed as variable. The range will be A - Z EXCEPT never "B, I, O, Q, or S". The date range will also use 1-12 for the months and the year, from 2012 to future years. An internal administrative code may appear when there are multiple values within the stated ranges in use.

56. MVA Risk Factor. This section is bracketed to indicate that if we no longer offered Guarantee Period Accounts, the information contained in the brackets will be deleted for new issues.

57. Regular Fixed Account Purchase Payment and Transfer Limits statement regarding dollar cost averaging exceptions. This section is bracketed to indicate that if the product design changes such that the exception no

longer applies, the information contained in the brackets will be deleted for new issues.  Also, if the percentage allowed to be allocated to the Regular Fixed Account is less than 100%, the statement will change to be the following: "(There are no limits on payments to the Regular Fixed Account if the payment is used to establish automated transfers under a dollar cost averaging arrangement, unless this exception is terminated on a nondiscriminatory basis with notification.)"

**RiverSource Life Insurance Company**
**Statement of Variability**
**September 6, 2011**

Master Application – 411347 and state variations thereof

Brackets have been placed around various items in the form in order to indicate that they are variable and subject to change by us as explained below. We also plan to vary the typestyle, paper, weight and ink color to accommodate future generations of the form. However, any adaptation we make will always meet or exceed the requirements of the laws of your state.

1. **Bar Code and identifier number**. Used for internal administrative purposes. The spacing, typestyle, numbering system and ink color appearance may change. Or use of the bar code may be discontinued as an identifier.
2. **RiverSource Life Insurance Company Address, Service Phone**. Will reflect current home office address and service telephone number for RiverSource Life Insurance Company.
3. **Logo**. Bracketed to allow for future logo changes.
4. **Third Party Administrator Information**: Bracketed as it is possible that the Third party Administration question or section may change or be deleted.
5. **Plan Sponsor Contact Information.** Bracketed in anticipation of future tax law changes. It is possible that this section may change or be deleted.
6. **Page numbers for signature pages**. May shift due to future reformatting.
7. **Copyright year.** Bracketed in the event it is updated dependent on future application updates of variable items.
8. **Page number.** The current page and total number of pages may shift due to future reformatting.
9. **Version letter/print date**. Bracketed for use for internal administrative information. The version letter/print date will be changed if any future changes are made to items bracketed as variable. The range will be A - Z EXCEPT never "B, I, O, Q, or S". The date range will also use 01-12 for the months and the last two numbers of a year, from 2012 to future years.
10. **TIN Certification.** For possible changes to Federal TIN certification required language.
11. **Declaration and Signature(s):** Bracketed in the event we discontinue use of the provision, informational brochures or disclosure forms, change their names or if disclosures are created, revised or discontinued. Also, if the application becomes available in electronic format, a disclosure similar to the following will be added to the application:

    **Electronic Signature:** The enrollment form and other documents may be signed using an electronic signature. To sign the application today you may use an electronic signature pad to provide your electronic signature. To sign your application from home, you may log onto your my Financial Accounts account and follow the click to sign process.

**RiverSource Life Insurance Company**
**Statement of Variability**
**September 6, 2011**

Enrollment Form – 411348 and state variations thereof

Brackets have been placed around various items in the form in order to indicate that they are variable and subject to change by us as explained below. We also plan to vary the typestyle, paper, weight and ink color to accommodate future generations of the form. However, any adaptation we make will always meet or exceed the requirements of the laws of your state.

1. **Bar Code and identifier number**. Used for internal administrative purposes. The spacing, typestyle, numbering system and ink color appearance may change. Or use of the bar code may be discontinued as an identifier.
2. **RiverSource Life Insurance Company Address, Service Phone**. Will reflect current home office address and service telephone number for RiverSource Life Insurance Company.
3. **Logo**. Bracketed to allow for future logo changes.
4. **Informational or instruction information.** Bracketed so that we may clarify or expand in future if needed.
5. **Advisor ID Number, Participant's Social Security Number, Master Contract Number and Brokerage Acct Number**. Bracketed in the event we remove those fields from that section.
6. **Beneficiary Information**. Bracketed in the event the current options are expanded, reduced or to be referenced to a separate form specifically for beneficiary information.
7. **Page numbers for signature pages**. May shift due to future reformatting.
8. **Copyright year.** Bracketed in the event it is updated dependent on future application updates of variable items.
9. **Page number.** The current page and total number of pages may shift due to future reformatting.
10. **Version letter/print date**. Bracketed for use for internal administrative information. The version letter/print date will be changed if any future changes are made to items bracketed as variable. The range will be A - Z EXCEPT never "B, I, O, Q, or S". The date range will also use 01-12 for the months and the last two numbers of a year, from 2012 to future years.
11. **Marital Status and Consent of Spouse**. The list of states could increase or decrease based on states and jurisdictions that are community property states.
12. **Existing Policy Information**. The "National Association Insurance Commissioner States (NAIC) states" and "all other states" are bracketed in the event it is determined to list the actual state abbreviations that apply to this question or an improved language is needed for clarity to our advisors.
13. **Initial Purchase Payment.** The Minimum Lump Sum Payment range is: $100 - $25,000.
14. **Total Purchase Payment.** The Purchase Payment timeframe may vary. The range: within 0 to 365 days. If the time frame is 0 or just not provided, portion of or all of "to be received within 180 days" may be removed.
15. **Contribution Type.** Bracketed to reflect future changes to the tax code that could change the rules for the years payments may be accepted or the type of category of contribution.
16. **Plan Sponsor.** Bracketed in anticipation of future tax law changes. It is possible that this section may change or be deleted.
17. **Additional Request(s).** Bracketed in the event additional instructions are required to ensure accurate completion of this section, or to list additional services available or it could be removed entirely if we choose to continue the service via another service form.
18. **State Fraud and Disclosure Notices.** Service form numbers or names: Bracketed to allow for referenced form numbers be revised.
19. **State Fraud and Disclosure Notices.** Bracketed in the event additional state fraud warnings are added or if existing fraud notices are no longer required or are revised.
20. **TIN Certification.** For possible changes to Federal TIN certification required language.

21. **Agreements, Acknowledgements and Disclosures.** Bracketed in the event we discontinue use of the provision, informational brochures or disclosure forms, change their names or if disclosures are created, revised or discontinued. Also, if the enrollment form becomes available in electronic format, a disclosure similar to the following will be added to the enrollment form:

    **Electronic Signature:** The enrollment form and other documents may be signed using an electronic signature. To sign the enrollment form today you may use an electronic signature pad to provide your electronic signature. To sign your enrollment form from home, you may log onto your my Financial Accounts account and follow the click to sign process.

22. **Agreements, Acknowledgements and Disclosures.** "Ameriprise Financial Services, Inc." will be changing to "Ameriprise Financial Services, LLC" in 2012.
23. **Consent for Delivery of Initial Prospectuses on CD-ROM.** Bracketed in the event that this language is removed and placed into a separate acknowledgement form for applicants to sign and to allow for text change within this provision to clarify or add additional language relating to consenting to receiving a CD ROM.
24. **For Guarantee Period Accounts Only.** Bracketed in case the referenced GPA accounts are no longer available.
25. **Advisor Report.** This section is attached to the application for convenience to the advisor and is not subject to review and approval. The information may change as needed to identify the selling agent, pay compensation, verify replacement of coverage, add notes from the agent, etc.
26. **Compensation.** This is bracketed in the event the compensation payment options are changed or the format/ language is revised for clarity and technology functionality purposes.