

SERFF Tracking Number: AEMN-127921160 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 50564
Company Tracking Number: 411360AR
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: 2012 GMWB
Project Name/Number: May 2012 Refresh/411360

Filing at a Glance

Company: RiverSource Life Insurance Company

Product Name: 2012 GMWB

SERFF Tr Num: AEMN-127921160 State: Arkansas

TOI: A03I Individual Annuities - Deferred Variable

SERFF Status: Closed-Approved- Closed State Tr Num: 50564

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: 411360AR

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Linda Elston, Susan Schmidt

Disposition Date: 01/25/2012

Date Submitted: 12/27/2011

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: May 2012 Refresh

Status of Filing in Domicile: Pending

Project Number: 411360

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Domicile state of Minnesota is an Interstate Compact state and that filing has been filed and is currently pending.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 01/25/2012

State Status Changed: 01/06/2012

Deemer Date:

Created By: Susan Schmidt

Submitted By: Susan Schmidt

Corresponding Filing Tracking Number:

Filing Description:

Subject: Individual Variable Annuity Submission: 8 Guaranteed Minimum Living Benefit Riders and 8 Contract Data insert paragraphs.

411360-SG_____Lifetime Withdrawal Benefit Rider with Income Bonus/Approved Investments-Single Life

DP411360-SG_____Associated Insert Paragraph

411360-JT_____Lifetime Withdrawal Benefit Rider with Income Bonus/Approved Investments-Joint Life

SERFF Tracking Number: AEMN-127921160 State: Arkansas
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Company Tracking Number: 411360AR
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Product Name: 2012 GMWB
Project Name/Number: May 2012 Refresh/411360

DP411360-JT____Associated Insert Paragraph
411361-SG____Lifetime Withdrawal Benefit Rider with Income Bonus/PN-Single Life
DP411361-SG____Associated Insert Paragraph
411361-JT____Lifetime Withdrawal Benefit Rider with Income Bonus/PN-Joint Life
DP411361-JT____Associated Insert Paragraph
411362-SG____Lifetime Withdrawal Benefit Rider with no Income Bonus/Approved Investments-Single Life
DP411362-SG____Associated Insert Paragraph
411362-JT____Lifetime Withdrawal Benefit Rider with no Income Bonus/Approved Investments-Joint Life
DP411362-JT____Associated Insert Paragraph
411363-SG____Lifetime Withdrawal Benefit Rider with no Income Bonus/PN-Single Life
DP411363-SG____Associated Insert Paragraph
411363-JT____Lifetime Withdrawal Benefit Rider with no Income Bonus/PN-Joint Life
DP411363-JT____Associated Insert Paragraph

We wish to place the above 16 variable annuity forms on file for approval. The rider forms and their associated data page insert forms are new and replace forms filed with individual states as listed in the Replaced Forms List document attached under the Supporting Documents tab. These variable forms are subject to federal jurisdiction and accordingly the Flesch requirements do not apply.

Initially the forms will only be available at contract issue. We may make them available for in force contracts in the future. The separate accounts underlying the filing have been authorized by the State of Minnesota.

These are optional guaranteed lifetime withdrawal benefit riders available as a single or joint rider. The single rider will initially be available up to issue age 85 and for the joint rider the covered spouses must be 85 or younger on the issue date. This maximum rider issue age may change based on market conditions and experience. The following lists common features of the riders:

- + Banded benefit rates
- + Credits to and step-ups of the benefit base are available on rider anniversaries
- + Credit structure that can restart after a benefit step-up
- + No Waiting period
- + Investments restricted to specified investment options

There are four different options as well as single life and joint life versions reflected in the eight rider forms.

Comparisons showing the differences between the forms are attached under Supporting Documentation to aid your review. The four option differences are as follows:

INCOME BONUS FEATURE (No. 1 and 2)

1. 411360-SG, 411360-JT, 411361-SG and 411361-JT have a lifetime benefit amount that can vary between a higher and a lower guaranteed amount based on the relationship between the contract value and an amount that tracks the

SERFF Tracking Number: AEMN-127921160 State: Arkansas
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 Project Name/Number: May 2012 Refresh/411360

remaining value of the guarantee (e.g. payments, adjusted for withdrawals, any rider credits and step-ups). Under certain market conditions (e.g. up market), a higher percentage (with an Income Bonus) will be available. A falling market could result in the lower benefit percentage.

2. 411362-SG, 411362-JT, 411363-SG and 411363-JT do not have the Income Bonus feature.

INVESTMENT OPTIONS (No. 3 and 4)

3. 411360-SG, 411360-JT, 411362-SG and 411362-JT require investment in specified investment options. Initially only one fund will be available, but others may be added and all approved options would be available for allocation of purchase payments and contract values.

4. 411361-SG, 411361-JT, 411363-SG and 411363-JT will require investment in an asset allocation program consisting of several funds of funds. The client must allocate 100% of purchase payments and contract values to one of the funds, and the number of transfers per contract year is limited. Any of the funds of funds can be used prior to a withdrawal. A target asset allocation investment option (e.g.moderate) is required during certain phases described in detail in the attached actuarial memorandum.

DATA PAGE INSERT FORMS FOR LIVING BENEFIT RIDERS

The applicable data page insert paragraphs will appear on the contract data pages when an associated optional living benefit rider is selected at application or as an attachment if the rider is added after contract issue.

These rider and contract data inserts will be used with the currently issued variable deferred contracts and applications shown below.

Form Number	Form Name	Approved	Tracking Number
411265	Deferred Annuity Contract	09/23/2009	43492
411265-DPRA57	Contract Data for RAVA 5 Advantage - 7-year surrender charge	12/07/2009	44232
411265-DPRA510	Contract Data for RAVA 5 Advantage - 10-year surrender charge	12/07/2009	44232
411276	Deferred Annuity Contract	09/24/2009	43480
411276-DPRC5	Contract Data for RAVA 5 Advantage with no surrender charges	12/07/2009	44233
411295	Deferred Annuity Contract	12/07/2009	44231
411295-DPRS5	Contract Data for RAVA 5 Select	12/07/2009	44231
411318	Application Acknowledgement Form	11/05/2010	47194
411356	SIMPLE IRA and TSA Variable Annuity Application	11/18/2011	50281
411357	Qualified Variable Annuity Application	11/18/2011	50281

These submitted riders and contract data inserts will replace the following rider and contract data shown below.

Form Number ___ Form Name _____ Approved _____ Tracking Number

SERFF Tracking Number: AEMN-127921160 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 50564
 Company Tracking Number: 411360AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: 2012 GMWB
 Project Name/Number: May 2012 Refresh/411360

411296-SG___LifeTime Withdrawal Benefit Rider – Single Life_____12/07/2009___44231
 DP411296-SG__ LifeTime Withdrawal Benefit Rider Single Contract Data_____12/07/2009___44231
 411296-JT___ LifeTime Withdrawal Benefit Rider Rider- Joint Life_____12/07/2009___44231
 DP411296-JT___LifeTime Withdrawal Benefit Rider Rider Joint Contract Data___12/07/2009___44231

The associated annuity contracts are sold through agents of RiverSource Life Insurance Company.

STATEMENT OF VARIABILITY

Material that may change is indicated by brackets on the submitted forms. Statements of Variability are included, and each form is annotated to match the SOV explanation given. 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 not involve changes to the text without prior approval and will always meet or exceed the requirements of your state regulations.

Company and Contact

Filing Contact Information

Susan Schmidt, Sr. Contract Analyst Susan.2.Schmidt@ampf.com
 9550 Ameriprise Financial Center 612-671-1734 [Phone]
 H25/9550 612-671-3866 [FAX]
 Minneapolis, MN 55474

Filing Company Information

RiverSource Life Insurance Company CoCode: 65005 State of Domicile: Minnesota
 9550 Ameriprise Financial Center Group Code: 4 Company Type: Life
 H25/9550 Group Name: State ID Number:
 Minneapolis, MN 55474 FEIN Number: 41-0823832
 (612) 671-2465 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$800.00
 Retaliatory? No
 Fee Explanation: 16 X \$50 per form = \$800.00 which is greater then our domicile state of Minnesota filing fee of \$125.00 per form filing.
 Per Company: No

SERFF Tracking Number: AEMN-127921160 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 50564
Company Tracking Number: 411360AR
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: 2012 GMWB
Project Name/Number: May 2012 Refresh/411360

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
RiverSource Life Insurance Company	\$800.00	12/27/2011	54827977

SERFF Tracking Number: AEMN-127921160 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 50564
 Company Tracking Number: 411360AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
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 Project Name/Number: May 2012 Refresh/411360

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/25/2012	01/25/2012
Approved-Closed	Linda Bird	01/06/2012	01/06/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Withdrawal Benefit with Income Bonus/Approved Investments-Joint Life	Susan Schmidt	01/25/2012	01/25/2012
Supporting Document	Redline of Amended 411260-JT 1/25/2012	Susan Schmidt	01/25/2012	01/25/2012

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to re-open this filing	Note To Filer	Linda Bird	01/25/2012	01/25/2012
Request to re-open this filing	Note To Reviewer	Susan Schmidt	01/25/2012	01/25/2012

SERFF Tracking Number: AEMN-127921160 *State:* Arkansas
Filing Company: RiverSource Life Insurance Company *State Tracking Number:* 50564
Company Tracking Number: 411360AR
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: 2012 GMWB
Project Name/Number: May 2012 Refresh/411360

Disposition

Disposition Date: 01/25/2012

Implementation Date:

Status: Approved-Closed

Comment: Correction made to form number 411360-JT, Lifetime Withdrawal Benefit Rider with Income Bonus.

Rate data does NOT apply to filing.

SERFF Tracking Number: AEMN-127921160 State: Arkansas
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 Company Tracking Number: 411360AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: 2012 GMWB
 Project Name/Number: May 2012 Refresh/411360

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Redline of Changes and Differences		Yes
Supporting Document	Replaced forms list		Yes
Supporting Document	Redline of Amended 411260-JT 1/25/2012		Yes
Form	Withdrawal Benefit with Income Bonus/Approved Investments-Single Life		Yes
Form	Data Page Insert Paragraph		Yes
Form (revised)	Withdrawal Benefit with Income Bonus/Approved Investments-Joint Life		Yes
Form	Withdrawal Benefit with Income Bonus/Approved Investments-Joint Life	Replaced	Yes
Form	Data Page Insert Paragraph		Yes
Form	Withdrawal Benefit with Income Bonus/PN-Single Life		Yes
Form	Data Page Insert Paragraph		Yes
Form	Withdrawal Benefit with Income Bonus/PN-Joint Life		Yes
Form	Data Page Insert Paragraph		Yes
Form	Withdrawal Benefit with no Income Bonus/Approved Investments-Single Life		Yes
Form	Data Page Insert Paragraph		Yes
Form	Withdrawal Benefit with no Income Bonus/Approved Investments-Joint Life		Yes
Form	Data Page Insert Paragraph		Yes
Form	Withdrawal Benefit with no Income Bonus/PN-Single Life		Yes
Form	Data Page Insert Paragraph		Yes
Form	Withdrawal Benefit with no Income Bonus/PN-Joint Life		Yes
Form	Withdrawal Benefit with no Income Bonus/PN-Joint Life		Yes

SERFF Tracking Number: AEMN-127921160 *State:* Arkansas
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Company Tracking Number: 411360AR
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: 2012 GMWB
Project Name/Number: May 2012 Refresh/411360

Disposition

Disposition Date: 01/06/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AEMN-127921160 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 50564
 Company Tracking Number: 411360AR
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: 2012 GMWB
 Project Name/Number: May 2012 Refresh/411360

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Redline of Changes and Differences		Yes
Supporting Document	Replaced forms list		Yes
Supporting Document	Redline of Amended 411260-JT 1/25/2012		Yes
Form	Withdrawal Benefit with Income Bonus/Approved Investments-Single Life		Yes
Form	Data Page Insert Paragraph		Yes
Form (revised)	Withdrawal Benefit with Income Bonus/Approved Investments-Joint Life		Yes
Form	Withdrawal Benefit with Income Bonus/Approved Investments-Joint Life	Replaced	Yes
Form	Data Page Insert Paragraph		Yes
Form	Withdrawal Benefit with Income Bonus/PN-Single Life		Yes
Form	Data Page Insert Paragraph		Yes
Form	Withdrawal Benefit with Income Bonus/PN-Joint Life		Yes
Form	Data Page Insert Paragraph		Yes
Form	Withdrawal Benefit with no Income Bonus/Approved Investments-Single Life		Yes
Form	Data Page Insert Paragraph		Yes
Form	Withdrawal Benefit with no Income Bonus/Approved Investments-Joint Life		Yes
Form	Data Page Insert Paragraph		Yes
Form	Withdrawal Benefit with no Income Bonus/PN-Single Life		Yes
Form	Data Page Insert Paragraph		Yes
Form	Withdrawal Benefit with no Income Bonus/PN-Joint Life		Yes
Form	Withdrawal Benefit with no Income Bonus/PN-Joint Life		Yes

SERFF Tracking Number: AEMN-127921160 State: Arkansas
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 Company Tracking Number: 411360AR
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: 2012 GMWB
 Project Name/Number: May 2012 Refresh/411360

Amendment Letter

Submitted Date: 01/25/2012

Comments:

Dear Ms. Bird,

Thank you very much for re-opening this filing for this amendment. The form changes are on page 3 at the bottom of first column as seen in the redline under Supporting Document Schedule tab.

I do apologize for any inconvenience this may have caused.

Sincerely,
 Susan Schmidt
 612-671-1734
 Susan.2.Schmidt@ampf.com

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
411360-JT	Policy/Contr	Withdrawal act/Fraternal Benefit with Certificate: Income Amendment, Bonus/Appro Insert ved Page, Investments- Endorsemen Joint Life t or Rider	Revised		44231	411296-JT	0.000	411360-JT v2.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Redline of Amended 411260-JT 1/25/2012

Comment: The amendment is on page 3 at the bottom of the first column.
 411360-JT v2 redline.pdf

SERFF Tracking Number: AEMN-127921160 *State:* Arkansas
Filing Company: RiverSource Life Insurance Company *State Tracking Number:* 50564
Company Tracking Number: 411360AR
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: 2012 GMWB
Project Name/Number: May 2012 Refresh/411360

Note To Filer

Created By:

Linda Bird on 01/25/2012 11:04 AM

Last Edited By:

Linda Bird

Submitted On:

01/25/2012 11:04 AM

Subject:

Request to re-open this filing

Comments:

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

SERFF Tracking Number: AEMN-127921160 *State:* Arkansas
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TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: 2012 GMWB
Project Name/Number: May 2012 Refresh/411360

Note To Reviewer

Created By:

Susan Schmidt on 01/25/2012 10:35 AM

Last Edited By:

Susan Schmidt

Submitted On:

01/25/2012 10:35 AM

Subject:

Request to re-open this filing

Comments:

Dear Ms. Bird,

I am contacting you to see if you can re-open this filing. Our forms designer discovered an error in form 411360-JT. We would appreciate the opportunity to amend this filing with the corrected version and I will provide a redline of the differences as a guide to the update.

I apologize for this inconvenience as we greatly appreciated your quick review time.

Thank you for your consideration.

Sincerely,

Susan Schmidt

612-671-1734

SERFF Tracking Number: AEMN-127921160 State: Arkansas
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 Company Tracking Number: 411360AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: 2012 GMWB
 Project Name/Number: May 2012 Refresh/411360

Form Schedule

Lead Form Number: 411360-SG

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	411360-SG	Policy/Cont	Withdrawal Benefit ract/Fratern with Income al Bonus/Approved Certificate: Investments-Single Amendmen Life t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 411296-SG Previous Filing #: 44231	0.000	411360-SG.pdf
	DP411360-SG	Schedule Pages	Data Page Insert Paragraph	Revised	Replaced Form #: DP411296-SG Previous Filing #: 44231	0.000	DP411360-SG.pdf
	411360-JT	Policy/Cont	Withdrawal Benefit ract/Fratern with Income al Bonus/Approved Certificate: Investments-Joint Amendmen Life t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 411296-JT Previous Filing #: 44231	0.000	411360-JT v2.pdf
	DP411360-JT	Schedule Pages	Data Page Insert Paragraph	Revised	Replaced Form #: DP411296-JT Previous Filing #: 44231	0.000	DP411360-JT.pdf
	411361-SG	Policy/Cont	Withdrawal Benefit ract/Fratern with Income al Bonus/PN-Single Life Certificate: Amendmen	Initial		0.000	411361-SG.pdf

SERFF Tracking Number: AEMN-127921160 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 50564
 Company Tracking Number: 411360AR
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: 2012 GMWB
 Project Name/Number: May 2012 Refresh/411360

	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				
DP411361-SG	Schedule Pages	Data Paragraph	Page Insert	Initial	0.000
411361-JT	Policy/Cont	Withdrawal Benefit		Initial	0.000
	ract/Fratern	with Income			
	al	Bonus/PN-Joint Life			
	Certificate:				
	Amendmen				
	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				
DP411361-JT	Schedule Pages	Data Paragraph	Page Insert	Initial	0.000
411362-SG	Policy/Cont	Withdrawal Benefit		Initial	0.000
	ract/Fratern	with no Income			
	al	Bonus/Approved			
	Certificate: Investments-Single				
	Amendmen Life				
	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				
DP411362-SG	Schedule Pages	Data Paragraph	Page Insert	Initial	0.000
411362-JT	Policy/Cont	Withdrawal Benefit		Initial	0.000
	ract/Fratern	with no Income			
	al	Bonus/Approved			
	Certificate: Investments-Joint				
	Amendmen Life				
	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				
DP411362-	Schedule	Data	Page Insert	Initial	0.000

SERFF Tracking Number: AEMN-127921160 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 50564
 Company Tracking Number: 411360AR
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 Product Name: 2012 GMWB
 Project Name/Number: May 2012 Refresh/411360

JT	Pages	Paragraph			JT.pdf
411363-SG	Policy/Cont	Withdrawal Benefit	Initial	0.000	411363-SG.pdf
	ract/Fratern	with no Income			
	al	Bonus/PN-Single Life			
	Certificate:				
	Amendmen				
	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				
DP411363-SG	Schedule	Data Page Insert	Initial	0.000	DP411363-SG.pdf
	Pages	Paragraph			
411363-JT	Policy/Cont	Withdrawal Benefit	Initial	0.000	411363-JT.pdf
	ract/Fratern	with no Income			
	al	Bonus/PN-Joint Life			
	Certificate:				
	Amendmen				
	t, Insert				
	Page,				
	Endorseme				
	nt or Rider				
DP411363-JT	Schedule	Withdrawal Benefit	Initial	0.000	DP411363-JT.pdf
	Pages	with no Income			
		Bonus/PN-Joint Life			

Guaranteed Lifetime Withdrawal Benefit Rider

Single Life

[1] **SecureSource Stages® Select** Rider with Income Bonus / **Portfolio Stabilizer Funds** [1]

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider shown under Contract Data. The Annual Rider Fee will be determined by the investment option(s) You select. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

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

Annual Credit, Credit Period

The Annual Credit is an amount that can be added to the Benefit Base on Rider Anniversaries during a Credit Period, subject to limitations. The duration of a Credit Period and Annual Credit percentages are shown under Contract Data. The Credit Period starts on the Rider Effective Date and will restart whenever there is an increase of the Benefit Base due to an Annual Step-Up on a Rider Anniversary, subject to limitations. The Rider Anniversary after the number of contract years shown is the last day of a Credit Period. See the Rider Anniversary Processing provision.

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the Covered Person has reached the youngest age in the first Age Band shown under Contract Data. The annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with two components of your Lifetime Payment Percentage, a Minimum Lifetime Payment Percentage and a potential Income Bonus. You must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to Your age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

On each Rider Anniversary, You may receive an Annual Step-Up which will lock in gains by increasing the Benefit Base and/or the Principal Back Guarantee. If the Benefit Base increases due to an Annual Step-Up, a Credit Period will restart and, if You are eligible for a higher Age Band, the Lifetime Payment Percentage can increase.

Benefit Base (BB)

The Benefit Base is used to determine the Annual Lifetime Payment and the annual rider charge. The BB is separate from Your Contract Value and cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used to determine the Annual Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Person

The Covered Person is the person whose life is used to determine when the Annual Lifetime Payment is established and the duration of the ALP payments. The Covered Person is the oldest owner unless otherwise specified under Contract Data. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Person is the oldest Annuitant.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Income Bonus

The Income Bonus may be added to the Minimum Lifetime Payment Percentage as described in the Lifetime Payment Percentage provision.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment. It includes a Minimum Lifetime Payment Percentage and may include an additional Income Bonus, both shown under Contract Data. The percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that the total amount You or Your beneficiaries receive under the rider will not be less than purchase payments You have made, increased by Annual Step-ups, as long as You have not taken an Excess Withdrawal.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that contract year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise shown under Contract Data.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is used to determine whether or not Income Bonus will be included in the Lifetime Payment Percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. Your age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

The lifetime benefit amount can vary based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year, whether or not the Income Bonus is included in the Lifetime Payment Percentage is determined when the first Withdrawal is taken, and the lifetime benefit amount is fixed for the remainder of that contract year.

As long as Your total Withdrawals during the current contract year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits will be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals and/or payments by Us over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if an Annual Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the later of (1) the Rider Effective Date if the Covered Person has reached the youngest age in the first Age Band, or (2) the date the Covered Person's Attained Age equals the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. The Minimum Lifetime Payment Percentage and the Income Bonus for each Age Band is shown under Contract Data. Throughout the remainder of this rider, Your Lifetime Payment Percentage will include the Minimum Lifetime Payment Percentage and may include an Income Bonus for a particular Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is determined by the Covered Person's Attained Age.

2. On the Covered Person's subsequent birthdays

Except as noted below, if the Covered Person's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline an increase to the Annual Rider Fee or if a Withdrawal has been taken since the ALP was established, then the Age Band for the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

Income Bonus

The following determines whether or not the Income Bonus is included in the Lifetime Payment Percentage.

A comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether the Income Bonus is included in the Lifetime Payment Percentage when calculating the ALP unless the percentage is fixed as described below.

On each Valuation Date when the ALP is calculated, if the Benefit Determining Percentage calculated below is less than the Adjustment Threshold shown under Contract Data, then the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage plus the Income Bonus for Your current Age Band, both shown under Contract Data. Otherwise, the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage for Your current Age Band.

The Benefit Determining Percentage is calculated as follows, but it will not be less than zero:

$$1 - (a/b)$$

a = Contract Value at the end of the prior valuation period

b = WAB at the end of the prior valuation period

After the ALP is established, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

However, at the earliest of (1), (2) or (3) below, the Lifetime Payment Percentage will be set and remain fixed as long as the benefit is payable:

- (1) when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to include the Income Bonus if more favorable to You.

Rider Effective Date Values, Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

The BB, WAB and PBG will be increased by the amount of each additional purchase payment.

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, Annual Credits will not be added to the BB on the following Rider Anniversary.

The WAB, BB, CB and PBG can be adjusted, but they will not less than zero.

(A) The WAB will be reduced by the same proportion that the Contract Value is reduced. The proportional amount deducted is the "Adjustment for Withdrawal," calculated as follows:

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

- a** = the amount of the Withdrawal
- b** = the WAB on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal.

(B) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced using the "Adjustment for Withdrawal" calculation described above but substituting the CB or BB (as applicable) for the WAB. The PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," substituting the PBG for the WAB.

(C) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB and CB do not change and the PBG is reduced by the amount of the Withdrawal.

(D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur, and the BB and CB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB or CB (as applicable) on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

The PBG will be reduced by the greater of (1) the amount of the Withdrawal or (2) the RALP plus the Excess Withdrawal Processing amount calculated above, substituting the following for "e" in the formula: the PBG minus the RALP on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the WAB, BB, CB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries. If the Rider Anniversary falls on a Day that the New York Stock Exchange is closed, Rider Anniversary processing will occur on the next Day that the New York Stock Exchange is open for trading.

1. Annual Credits

If You did not take any Withdrawals during the prior contract year and You did not decline an increase to the Annual Rider Fee, an Annual Credit may be available.

(A) On the First Rider Anniversary of the Initial Credit Period

The Annual Credit equals the CB 180 days following the Rider Effective Date multiplied by the Annual Credit Percentage shown under Contract Data for the first Rider Anniversary.

The BB and WAB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB 180 days following the Rider Effective Date increased by the Annual Credit and any additional purchase payments since 180 days following the Rider Effective Date.

(B) On Any Other Rider Anniversary During a Credit Period

The Annual Credit equals the CB as of the prior Rider Anniversary multiplied by the Annual Credit Percentage associated with the current Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB on the prior Rider Anniversary increased by the Annual Credit and any additional purchase payments since the prior Rider Anniversary.

The WAB will be set as follows:

- (i) if no Withdrawals have been taken, the WAB will be set to the BB determined above, or
- (ii) if any Withdrawals have been taken, the WAB will be set to the amount as calculated below:

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

- a = the WAB on the Rider Anniversary (but prior to Rider Anniversary processing)
- b = the BB determined above
- c = the BB on the Rider Anniversary (but prior to Rider Anniversary processing)

If the CB is greater than zero, the CB will be reset to zero on the last Rider Anniversary of a Credit Period after any adjustment to the WAB and BB, and there will be no additional Annual Credits unless the Credit Period restarts due to a Step-Up of the BB.

The CB will be permanently reset to zero on the later of: (A) Maximum CB Date shown under Contract Data or (B) the 10th Rider Anniversary.

2. Annual Step-Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline an increase to the Annual Rider Fee, Annual Step-ups will no longer be available.

The Annual Step-up will take place on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Annual Credit is added. If an Annual Step-up takes place, the PBG, BB, CB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Annual Credit is added under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.
- (C) The CB will be increased to the Contract Value and the Credit Period will restart, if there is an increase to BB due to a Step-up.
- (D) If the Covered Person's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

3. The WAB on Rider Anniversaries

Unless You decline an increase to the Annual Rider Fee, the WAB (after any increase during a Credit Period under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the ALP, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided

1. the ALP is established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing.

Investment Options and Limits

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider. The investment options available for asset allocation under the terms of this rider and Your initial investment selection(s) are shown under Contract Data. We reserve the right to add, remove or substitute approved investment options. If more than one fund is available, You may, by Written Request or other method agreed to by Us, change Your

choice of subaccounts or allocation percentages among those approved for the rider. We reserve the right to limit the number of transfers allowed each contract year. We also reserve the right to close or restrict any approved investment option, however the change may apply only to future purchase payments or transfers. You will be notified of any change to the investment options available.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline an increase to the Annual Rider Fee as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on any anniversary is less than four times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to approved investment options, allocation of purchase payments shall be determined by Your selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to approved investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value unless You specify otherwise.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Annual Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of the Covered Person.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of the Covered Person.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If a spouse chooses to continue the contract under the Spouse's Option to Continue Contract provision, the rider terminates.

Death Benefit Before the Annuitization Start Date

Under this provision in the contract, a death benefit is payable if any owner dies. If the contract is jointly owned and an owner dies when the Contract Value is greater than zero, the lifetime benefit for the Covered Person will cease whether or not the contract is continued under the Spouse's Option to Continue Contract provision.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- if the PBG is greater than zero, elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision which terminates the rider.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage will be paid annually until total payments to the beneficiary are equal to the PBG. The Lifetime Payment Percentage and Income Bonus will be determined based on the youngest age in the first Age Band shown under Contract Data.

In (1) and (2) above:

- After the date of death, if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Annual Credits or Annual Step-ups.
- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

Assignment and Change of Ownership

The rider will terminate if there is an assignment or a change of ownership unless the Covered Person remains the same and the new owner or assignee assumes total ownership of the contract and was an owner or the Covered Person before the change, or is a non-natural owner holding for the sole benefit of the prior owner (e.g., an individual ownership changed to a personal revocable trust).

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will

not apply, and You will receive the ALP provided by this rider until the later of the death of the Covered Person or depletion of the PBG. If You choose to receive the ALP, the amount payable each contract year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year. These annualized amounts will be paid in monthly installments until the later of the death of the Covered Person or depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee(s) associated with the approved investment option(s) are shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee for all approved investment options at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.

(A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:

- (i) all future Annual Step-ups,
- (ii) any ability to make additional purchase payments,

- (iii) any future Annual Credits, and the CB will be permanently reset to zero, and
- (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries.

If You decline an increase to the Annual Rider Fee, the WAB will not be increased on Rider Anniversaries.

(B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. The Annual Rider Fee associated with a specified investment option may change at Our discretion. If You are invested in any investment option that has an increase in the associated Annual Rider Fee, Your Annual Rider Fee will increase.

If the rider fee changes during a contract year, We will calculate an average Annual Rider Fee, for that contract year only, that reflects the various different fees that were in effect for each investment option that contract year, adjusted for the number of Days each fee was in effect and the percentage of Contract Value allocated to each investment option.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, the rider will terminate.
2. Continuation of the contract under the Spouse's Option to Continue Contract provision will terminate the rider.
3. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
4. The rider will terminate on the Annuitization Start Date.
5. In relation to certain increases to the Annual Rider Fee as described in the Rider Charges provision, Your Written Request will terminate the rider.
6. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
7. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company

2



Secretary

Guaranteed Lifetime Withdrawal Benefit Rider ¹ SecureSource Stages® Select Rider]

Covered Person: [John Doe] ⁴
 Rider Effective Date: [April 1, 2012] ⁴
 Maximum BB, CB, WAB and PBG: [\$10,000,000] ⁹
 Adjustment Threshold: [20%] ¹⁰
 Maximum CB Date: [Covered Person's 95th birthday] ¹¹
 Credit Period [10 contract years] ¹²

Following the start of a Credit Period	Annual Credit Percentage
[1 st Rider Anniversary]	[6%]
[2 nd Rider Anniversary]	[6%]
[3 rd Rider Anniversary] ¹³	[6%] ¹⁴
[4 th Rider Anniversary]	[6%]
[5 th Rider Anniversary]	[6%]
[6 th Rider Anniversary]	[6%]
[7 th Rider Anniversary]	[6%]
[8 th Rider Anniversary]	[6%]
[9 th Rider Anniversary]	[6%]
[10 th Rider Anniversary]	[6%]

Lifetime Payment Percentage

Age Bands*	Minimum Lifetime Payment Percentage	Income Bonus
[50-58]	[3%]	[1%]
[59-64] ¹⁵	[4%] ¹⁶	[1%] ¹⁷
[65-79]	[5%]	[1%]
[80+]	[6%]	[1%]

* After the lifetime benefit is established, the Covered Person's Attained Age at the first Withdrawal will set the Age Band. See the "Age Band for the Lifetime Payment Percentage" section of the Lifetime Payment Percentage provision for exceptions.

Initial Investment Selection(s)

[ABC Portfolio Stabilizer Variable Fund 1] ⁴
 [ABC Portfolio Stabilizer Variable Fund 2]

Payment Allocation Percentage

[50%] ⁴
 [50%]

Approved Investment Options/Allocation Restrictions and Limitations: This rider requires allocation of purchase payments and contract value to one or more approved investment options for this rider:

¹ [Portfolio Stabilizer Funds]	Associated Initial Annual Rider Fee	Maximum Annual Rider Fee
[ABC Portfolio Stabilizer Variable Fund 1]	[1.10%]	[2.00%]
[ABC Portfolio Stabilizer Variable Fund 2] ¹⁸	[1.10%] ⁵	[2.00%] ⁷
[ABC Portfolio Stabilizer Variable Fund 3]	[1.10%]	[2.00%]

- Payments may also be allocated to the Special DCA Fixed Account for transfer to approved investment option(s) You select.
- We reserve the right to add, remove or substitute approved investment options.
- We reserve the right to limit the number of transfers allowed each contract year.
- Annual Rider Fees associated with Your choice of investment option(s) may increase at our discretion, subject to the Maximum Annual Rider Fee shown above.

Guaranteed Lifetime Withdrawal Benefit Rider

Joint Life

1 **SecureSource Stages® Select** Rider with Income Bonus **1** **Portfolio Stabilizer Funds**

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider shown under Contract Data. The Annual Rider Fee will be determined by the investment option(s) You select. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

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

Annual Credit, Credit Period

The Annual Credit is an amount that can be added to the Benefit Base on Rider Anniversaries during a Credit Period, subject to limitations. The duration of a Credit Period and Annual Credit percentages are shown under Contract Data. The Credit Period starts on the Rider Effective Date and, subject to limitations, will restart (1) on a Rider Anniversary whenever there is an increase of the Benefit Base due to an Annual Step-Up or (2) on the following Rider Anniversary in the event of a Step-up of the Benefit Base under the Spouse's Option to Continue Contract provision. The Rider Anniversary after the number of contract years shown is the last day of a Credit Period. See the Rider Anniversary Processing provision.

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the younger Covered Spouse has reached the youngest age in the first Age Band shown under Contract Data. The annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with two components of your Lifetime Payment Percentage, a Minimum Lifetime Payment Percentage and a potential Income Bonus. The younger Covered Spouse must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to the younger Covered Spouse's age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

On each Rider Anniversary, You may receive an Annual Step-Up which will lock in gains by increasing the Benefit Base and/or the Principal Back Guarantee. If the Benefit Base increases due to an Annual Step-Up, a Credit Period will restart and, if You are eligible for a higher Age Band, the Lifetime Payment Percentage can increase.

Benefit Base (BB)

The Benefit Base is used to determine the Annual Lifetime Payment and the annual rider charge. The BB is separate from Your Contract Value and cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used to determine the Annual Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Spouses

The Covered Spouses are established on the Rider Effective Date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse as defined under federal law, as named on the application and as shown under Contract Data for as long as the marriage is valid and in effect. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Spouses are the Annuitant and the legally married spouse of the Annuitant. After death or dissolution of marriage, the remaining Covered Spouse will be used when referring to the younger Covered Spouse.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Income Bonus

The Income Bonus may be added to the Minimum Lifetime Payment Percentage as described in the Lifetime Payment Percentage provision.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment. It includes a Minimum Lifetime Payment Percentage and may include an additional Income Bonus, both shown under Contract Data. The percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that the total amount You or Your beneficiaries receive under the rider will not be less than purchase payments You have made, increased by Annual Step-ups, as long as You have not taken an Excess Withdrawal.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that contract year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise shown under Contract Data.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is used to determine whether or not Income Bonus will be included in the Lifetime Payment Percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. The younger Covered Spouse's age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

The lifetime benefit amount can vary based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year, whether or not the Income Bonus is included in the Lifetime Payment Percentage is determined when the first Withdrawal is taken, and the lifetime benefit amount is fixed for the remainder of that contract year.

As long as Your total Withdrawals during the current contract year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits will be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals and/or payments by Us over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if an Annual Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the earliest of the following dates:

1. the Rider Effective Date if the younger Covered Spouse has already reached the youngest age in the first Age Band.
2. the date the younger Covered Spouse's Attained Age equals the youngest age in the first Age Band.
3. upon the first death of a Covered Spouse, then
 - (A) the date we receive a Written Request when the death benefit is not payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (B) the date spousal continuation is effective when the death benefit is payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (C) the date the surviving Covered Spouse reaches the youngest age in the first Age Band.

4. Following dissolution of marriage of the Covered Spouses,
- (A) the date we receive a Written Request if the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) has already reached the youngest age in the first Age Band, or
 - (B) the date the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) reaches the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. The Minimum Lifetime Payment Percentage and the Income Bonus for each Age Band is shown under Contract Data. Throughout the remainder of this rider, Your Lifetime Payment Percentage will include the Minimum Lifetime Payment Percentage and may include an Income Bonus for a particular Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is determined by the younger Covered Spouse's Attained Age.

2. On the younger Covered Spouse's subsequent birthdays

Except as noted below, if the younger Covered Spouse's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline an increase to the Annual Rider Fee or if a Withdrawal has been taken since the ALP was established, then the Age Band for the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

4. Upon death or change in marital status

In the event of death or dissolution of marriage:

- (A) If no Withdrawal has been taken since the ALP was established and if an increase to the Annual

Rider Fee has not been declined, the Lifetime Payment Percentage will be reset based on the Age Band for the remaining Covered Spouse's Attained Age.

- (B) If the ALP is not established but the remaining Covered Spouse has reached the youngest age in the first Age Band, the remaining Covered Spouse's Attained Age will be used to determine the Age Band for the Lifetime Payment Percentage.

In the event of remarriage of the Covered Spouses to each other, the Lifetime Payment Percentage used is the percentage for the younger Covered Spouse's Attained Age.

Income Bonus

The following determines whether or not the Income Bonus is included in the Lifetime Payment Percentage.

A comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether the Income Bonus is included in the Lifetime Payment Percentage when calculating the ALP unless the percentage is fixed as described below.

On each Valuation Date when the ALP is calculated, if the Benefit Determining Percentage calculated below is less than the Adjustment Threshold shown under Contract Data, then the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage plus the Income Bonus for Your current Age Band, both shown under Contract Data. Otherwise, the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage for Your current Age Band.

The Benefit Determining Percentage is calculated as follows, but it will not be less than zero:

$$1 - (a/b)$$

a = Contract Value at the end of the prior valuation period

b = WAB at the end of the prior valuation period

After the ALP is established, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

However, at the earliest of (1), (2) or (3) below, the Lifetime Payment Percentage will be set and remain fixed as long as the benefit is payable:

- (1) when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the remaining Covered Spouse's date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to include the Income Bonus if more favorable to You.

Rider Effective Date Values, Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

The BB, WAB and PBG will be increased by the amount of each additional purchase payment.

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, Annual Credits will not be added to the BB on the following Rider Anniversary.

The WAB, BB, CB and PBG can be adjusted, but they will not less than zero.

(A) The WAB will be reduced by the same proportion that the Contract Value is reduced. The proportional amount deducted is the "Adjustment for Withdrawal," calculated as follows:

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

- a** = the amount of the Withdrawal
- b** = the WAB on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal.

(B) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced using the "Adjustment for Withdrawal" calculation described above but substituting the CB or BB (as applicable) for the WAB. The PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," substituting the PBG for the WAB.

(C) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB and CB do not change and the PBG is reduced by the amount of the Withdrawal.

(D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur, and the BB and CB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB or CB (as applicable) on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

The PBG will be reduced by the greater of (1) the amount of the Withdrawal or (2) the RALP plus the Excess Withdrawal Processing amount calculated above, substituting the following for "e" in the formula: the PBG minus the RALP on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the WAB, BB, CB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries. If the Rider Anniversary falls on a Day that the New York Stock Exchange is closed, Rider Anniversary processing will occur on the next Day that the New York Stock Exchange is open for trading.

1. Annual Credits

If You did not take any Withdrawals during the prior contract year and You did not decline an increase to the Annual Rider Fee, an Annual Credit may be available.

(A) On the First Rider Anniversary of the Initial Credit Period

The Annual Credit equals the CB 180 days following the Rider Effective Date multiplied by the Annual Credit Percentage shown under Contract Data for the first Rider Anniversary.

The BB and WAB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB 180 days following the Rider Effective Date increased by the Annual Credit and any additional purchase payments since 180 days following the Rider Effective Date.

(B) On Any Other Rider Anniversary During a Credit Period

The Annual Credit equals the CB as of the prior Rider Anniversary multiplied by the Annual Credit Percentage associated with the current Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB on the prior Rider Anniversary increased by the Annual Credit and any additional purchase payments since the prior Rider Anniversary.

The WAB will be set as follows:

- (i) if no Withdrawals have been taken, the WAB will be set to the BB determined above, or
- (ii) if any Withdrawals have been taken, the WAB will be set to the amount as calculated below:

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

- a = the WAB on the Rider Anniversary (but prior to Rider Anniversary processing)
- b = the BB determined above
- c = the BB on the Rider Anniversary (but prior to Rider Anniversary processing)

If the CB is greater than zero, the CB will be reset to zero on the last Rider Anniversary of a Credit Period after any adjustment to the WAB and BB, and there will be no additional Annual Credits unless the Credit Period restarts due to a Step-Up of the BB.

The CB will be permanently reset to zero on the later of: (A) Maximum CB Date shown under Contract Data or (B) the 10th Rider Anniversary.

2. Annual Step-Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline an increase to the Annual Rider Fee, Annual Step-ups will no longer be available.

The Annual Step-up will take place on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Annual Credit is added. If an Annual Step-up takes place, the PBG, BB, CB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Annual Credit is added under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.
- (C) The CB will be increased to the Contract Value and the Credit Period will restart, if there is an increase to BB due to a Step-up.
- (D) If the younger Covered Spouse's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

3. The WAB on Rider Anniversaries

Unless You decline an increase to the Annual Rider Fee, the WAB (after any increase during a Credit Period under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the ALP, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided

1. the ALP is established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing.

Investment Options and Limits

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider. The investment options available for asset allocation under the terms of this rider and Your initial investment selection(s) are shown under Contract Data. We reserve the right to add, remove or substitute approved investment options. If more than one fund is available, You may, by Written Request or other method agreed to by Us, change Your

choice of subaccounts or allocation percentages among those approved for the rider. We reserve the right to limit the number of transfers allowed each contract year. We also reserve the right to close or restrict any approved investment option, however the change may apply only to future purchase payments or transfers. You will be notified of any change to the investment options available.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline an increase to the Annual Rider Fee as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on any anniversary is less than four times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to approved investment options, allocation of purchase payments shall be determined by Your selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to approved investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value unless You specify otherwise.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Annual Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of both Covered Spouses.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of both Covered Spouses.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If the surviving spouse is a Covered Spouse and chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract.

2. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.
3. At the time of spousal continuation, a Step-up may be available. If the spousal continuation Step-up is processed, the Step-up date is the Valuation Date spousal continuation is effective. All Annual Step-up rules also apply to the spousal continuation Step-up, except that (1) the RALP will be calculated as the ALP after the Step-up less all prior Withdrawals made during the current contract year, but it will not be less than zero, and (2) the Credit Period will restart on the following Rider Anniversary. The WAB, if greater than zero, will be increased to the Contract Value, if the Contract Value is greater.

Death Benefit Before the Annuitization Start Date

If the death benefit becomes payable at the death of a Covered Spouse, the surviving Covered Spouse must utilize the spousal continuation provision to continue the lifetime benefit. If spousal continuation is not available under the terms of the contract, the rider terminates.

The lifetime benefit of this rider ends at the death of the surviving Covered Spouse. If the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Annual Credits or Annual Step-ups.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- if the PBG is greater than zero, elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision above.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage will be paid annually until total payments to the beneficiary are equal to the PBG. The Lifetime Payment Percentage and Income Bonus will be determined based on the youngest age in the first Age Band shown under Contract Data.

In (1) and (2) above:

- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

Assignment and Change of Ownership

In order to maintain the joint life benefit, the surviving Covered Spouse must be able to continue the contract under the Spouse's Option to Continue Contract provision. Therefore, only ownership arrangements that permit such continuation are allowed at rider issue.

If the owner is a natural person, only the Covered Spouses can be owners. If there is a non-natural or revocable trust owner, one of the Covered Spouses must be the Annuitant. The rider will terminate if there is an assignment or a change of ownership unless the new owner or assignee assumes total ownership of the contract and was an owner or a Covered Spouse before the change, or is a non-natural owner holding for the sole benefit of the prior owner (e.g., an individual ownership changed to a personal revocable trust).

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout

option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If You choose to receive the ALP, the amount payable each contract year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year. These annualized amounts will be paid in monthly installments until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee(s) associated with the approved investment option(s) are shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee for all approved investment options at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.

(A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:

- (i) all future Annual Step-ups and spousal continuation Step-ups,
- (ii) any ability to make additional purchase payments,

(iii) any future Annual Credits, and the CB will be permanently reset to zero, and

(iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries.

If You decline an increase to the Annual Rider Fee, the WAB will not be increased on Rider Anniversaries.

(B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. The Annual Rider Fee associated with a specified investment option may change at Our discretion. If You are invested in any investment option that has an increase in the associated Annual Rider Fee, Your Annual Rider Fee will increase.

If the rider fee changes during a contract year, We will calculate an average Annual Rider Fee, for that contract year only, that reflects the various different fees that were in effect for each investment option that contract year, adjusted for the number of Days each fee was in effect and the percentage of Contract Value allocated to each investment option.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, continuation of the contract by anyone other than a Covered Spouse will terminate the rider. However, if the Covered Spouse continues the contract as an Inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan under the Code, the rider will terminate.
2. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
3. The rider will terminate on the Annuitization Start Date.
4. In relation to certain increases to the Annual Rider Fee as described in the Rider Charges provision, Your Written Request will terminate the rider.
5. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
6. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company



Secretary

2

Guaranteed Lifetime Withdrawal Benefit Rider ¹ SecureSource Stages® Select Rider

Covered Spouses: [John Doe] ⁴
 [Jane Doe] ⁴
 Rider Effective Date: [April 1, 2012] ⁴
 Maximum BB, CB, WAB and PBG: [\$10,000,000] ⁹
 Adjustment Threshold: [20%] ¹⁰
 Maximum CB Date: [Owner's 95th birthday] ¹¹
 Credit Period [10 contract years] ¹²

Following the start of a Credit Period	Annual Credit Percentage
[1 st Rider Anniversary]	[6%]
[2 nd Rider Anniversary] ¹³	[6%] ¹⁴
[3 rd Rider Anniversary]	[6%]
[4 th Rider Anniversary]	[6%]
[5 th Rider Anniversary]	[6%]
[6 th Rider Anniversary]	[6%]
[7 th Rider Anniversary]	[6%]
[8 th Rider Anniversary]	[6%]
[9 th Rider Anniversary]	[6%]
[10 th Rider Anniversary]	[6%]

Lifetime Payment Percentage

Age Bands*	Minimum Lifetime Payment Percentage	Income Bonus
[50-58]	[3%]	[1%]
[59-64] ¹⁵	[4%] ¹⁶	[1%] ¹⁷
[65-79]	[5%]	[1%]
[80+]	[6%]	[1%]

* After the lifetime benefit is established, the younger Covered Spouse's Attained Age at the first Withdrawal will set the Age Band. See the "Age Band for the Lifetime Payment Percentage" section of the Lifetime Payment Percentage provision for exceptions.

Initial Investment Selection(s) [ABC Portfolio Stabilizer Variable Fund 1] ⁴
 [ABC Portfolio Stabilizer Variable Fund 2] ⁴

Payment Allocation Percentage [50%] ⁴
 [50%] ⁴

Approved Investment Options/Allocation Restrictions and Limitations: This rider requires allocation of purchase payments and contract value to one or more approved investment options for this rider:

¹ [Portfolio Stabilizer Funds]	Associated Initial Annual Rider Fee	Maximum Annual Rider Fee
[ABC Portfolio Stabilizer Variable Fund 1] ¹⁸	[1.35%] ⁶	[2.50%] ⁸
[ABC Portfolio Stabilizer Variable Fund 2]	[1.35%]	[2.50%]
[ABC Portfolio Stabilizer Variable Fund 3]	[1.35%]	[2.50%]

- Payments may also be allocated to the Special DCA Fixed Account for transfer to approved investment option(s) You select.
- We reserve the right to add, remove or substitute approved investment options.
- We reserve the right to limit the number of transfers allowed each contract year.
- Annual Rider Fees associated with Your choice of investment option(s) may increase at our discretion, subject to the Maximum Annual Rider Fee shown above.

Guaranteed Lifetime Withdrawal Benefit Rider Single Life

1

1

SecureSource Stages® Select Rider with Income Bonus/Asset Allocation Program

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments and Your Contract Value to an asset allocation program with various investment options based on risk classifications. The Annual Rider Fee may vary by the investment option You select. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available. Additional limitations may be imposed on the investment options available for selection as described in the Investment Options and Limits provision and Rider Charges provision.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

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

Annual Credit, Credit Period

The Annual Credit is an amount that can be added to the Benefit Base on Rider Anniversaries during a Credit Period, subject to limitations. The duration of a Credit Period and Annual Credit percentages are shown under Contract Data. The Credit Period starts on the Rider Effective Date and will restart whenever there is an increase of the Benefit Base due to an Annual Step-Up on a Rider Anniversary, subject to limitations. The Rider Anniversary after the number of contract years shown is the last day of a Credit Period. See the Rider Anniversary Processing provision.

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the Covered Person has reached the youngest age in the first Age Band shown under Contract Data. The annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with two components of your Lifetime Payment Percentage, a Minimum Lifetime Payment Percentage and a potential Income Bonus. You must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to Your age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

On each Rider Anniversary, You may receive an Annual Step-Up which will lock in gains by increasing the Benefit Base and/or the Principal Back Guarantee. If the Benefit Base increases due to an Annual Step-Up, a Credit Period will restart and, if You are eligible for a higher Age Band, the Lifetime Payment Percentage can increase.

Benefit Base (BB)

The Benefit Base is used to determine the Annual Lifetime Payment and the annual rider charge. The BB is separate from Your Contract Value and cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used to determine the Annual Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Person

The Covered Person is the person whose life is used to determine when the Annual Lifetime Payment is established and the duration of the ALP payments. The Covered Person is the oldest owner unless otherwise specified under Contract Data. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Person is the oldest Annuitant.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Income Bonus

The Income Bonus may be added to the Minimum Lifetime Payment Percentage as described in the Lifetime Payment Percentage provision.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment. It includes a Minimum Lifetime Payment Percentage and may include an additional Income Bonus, both shown under Contract Data. The percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that the total amount You or Your beneficiaries receive under the rider will not be less than purchase payments You have made, increased by Annual Step-ups, as long as (1) You have not taken an Excess Withdrawal or (2) this benefit has not been reset due to certain investment option changes as described in the Investment Options and Limits provision.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that contract year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the

Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise shown under Contract Data.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is used to determine whether or not Income Bonus will be included in the Lifetime Payment Percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. Your age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

The lifetime benefit amount can vary based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year, whether or not the Income Bonus is included in the Lifetime Payment Percentage is determined when the first Withdrawal is taken, and the lifetime benefit amount is fixed for the remainder of that contract year.

As long as Your total Withdrawals during the current contract year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits will be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals and/or payments by Us over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if an Annual Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the later of (1) the Rider Effective Date if the Covered Person has reached the youngest age in the first Age Band, or (2) the date the Covered Person's Attained Age equals the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. The Minimum Lifetime Payment Percentage and the Income Bonus for each Age Band is shown under Contract Data. Throughout the remainder of this rider, Your Lifetime Payment Percentage will include the Minimum Lifetime Payment Percentage and may include an Income Bonus for a particular Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is determined by the Covered Person's Attained Age.

2. On the Covered Person's subsequent birthdays

Except as noted below, if the Covered Person's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline an increase to the Annual Rider Fee or if a Withdrawal has been taken since the ALP was established, then the Age Band for the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

Income Bonus

The following determines whether or not the Income Bonus is included in the Lifetime Payment Percentage.

A comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether the Income Bonus is included in the Lifetime Payment Percentage when calculating the ALP unless the percentage is fixed as described below.

On each Valuation Date when the ALP is calculated, if the Benefit Determining Percentage calculated below is less than the Adjustment Threshold shown under Contract Data, then the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage plus the Income Bonus for Your current Age Band, both shown under Contract Data. Otherwise, the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage for Your current Age Band.

The Benefit Determining Percentage is calculated as follows, but it will not be less than zero:

$$1 - (a/b)$$

a = Contract Value at the end of the prior valuation period

b = WAB at the end of the prior valuation period

After the ALP is established, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

However, at the earliest of (1), (2) or (3) below, the Lifetime Payment Percentage will be set and remain fixed as long as the benefit is payable:

- (1) when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to include the Income Bonus if more favorable to You.

Rider Effective Date Values, Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

The BB, WAB and PBG will be increased by the amount of each additional purchase payment.

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, Annual Credits will not be added to the BB on the following Rider Anniversary.

The WAB, BB, CB and PBG can be adjusted, but they will not less than zero.

(A) The WAB will be reduced by the same proportion that the Contract Value is reduced. The proportional amount deducted is the "Adjustment for Withdrawal," calculated as follows:

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

- a** = the amount of the Withdrawal
- b** = the WAB on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal.

(B) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced using the "Adjustment for Withdrawal" calculation described above but substituting the CB or BB (as applicable) for the WAB. The PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," substituting the PBG for the WAB.

(C) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB and CB do not change and the PBG is reduced by the amount of the Withdrawal.

(D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur, and the BB and CB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB or CB (as applicable) on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

The PBG will be reduced by the greater of (1) the amount of the Withdrawal or (2) the RALP plus the Excess Withdrawal Processing amount calculated above, substituting the following for "e" in the formula: the PBG minus the RALP on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the WAB, BB, CB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries. If the Rider Anniversary falls on a Day that the New York Stock Exchange is closed, Rider Anniversary processing will occur on the next Day that the New York Stock Exchange is open for trading.

1. Annual Credits

If You did not take any Withdrawals during the prior contract year and You did not decline an increase to the Annual Rider Fee, an Annual Credit may be available.

(A) On the First Rider Anniversary of the Initial Credit Period

The Annual Credit equals the CB 180 days following the Rider Effective Date multiplied by the Annual Credit Percentage shown under Contract Data for the first Rider Anniversary.

The BB and WAB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB 180 days following the Rider Effective Date increased by the Annual Credit and any additional purchase payments since 180 days following the Rider Effective Date.

(B) On Any Other Rider Anniversary During a Credit Period

The Annual Credit equals the CB as of the prior Rider Anniversary multiplied by the Annual Credit Percentage associated with the current Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB on the prior Rider Anniversary increased by the Annual Credit and any additional purchase payments since the prior Rider Anniversary.

The WAB will be set as follows:

- (A) if no Withdrawals have been taken, the WAB will be set to the BB determined above, or
- (B) if any Withdrawals have been taken, the WAB will be set to the amount as calculated below:

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

- a = the WAB on the Rider Anniversary (but prior to Rider Anniversary processing)
- b = the BB determined above
- c = the BB on the Rider Anniversary (but prior to Rider Anniversary processing)

If the CB is greater than zero, the CB will be reset to zero on the last Rider Anniversary of a Credit Period after any adjustment to the WAB and BB, and there will be no additional Annual Credits unless the Credit Period restarts due to a Step-Up of the BB.

The CB will be permanently reset to zero on the later of: (A) Maximum CB Date shown under Contract Data or (B) the 10th Rider Anniversary.

2. Annual Step-Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline an increase to the Annual Rider Fee, Annual Step-ups will no longer be available.

The Annual Step-up will take place on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Annual Credit is added. If an Annual Step-up takes place, the PBG, BB, CB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Annual Credit is added under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.
- (C) The CB will be increased to the Contract Value and the Credit Period will restart, if there is an increase to BB due to a Step-up.
- (D) If the Covered Person's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

3. The WAB on Rider Anniversaries

Unless You decline an increase to the Annual Rider Fee, the WAB (after any increase during a Credit Period under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the ALP, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

1. the ALP is established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing.

Investment Options and Limits

This rider requires 100% allocation of purchase payments and Your Contract Value to an asset allocation program with various investment options based on risk classifications and the Special DCA Fixed Account. Your initial investment selection and available investment options are shown under Contract Data. You will be notified of any change to the investment options available. There may be a limitation of available options (1) based on the amount of the initial purchase payment We accept for Your contract or (2) if You decline any increase to the Annual Rider Fee as described in the Rider Charges provision.

We reserve the right to cancel required asset allocation to specified investment options for this rider after 30 days written notice. If specified investment options are not required, You may allocate Your Contract Value and additional purchase payments as provided in the contract.

Accumulation phases are periods of time (1) beginning on the Rider Effective Date and ending with Your first Withdrawal and (2) beginning with a benefit reset due to an investment option change as described in this provision and ending with any subsequent Withdrawal. During these accumulation phases, You can allocate Your Contract Value to any single available investment option for this rider. You may request to change Your investment allocation by Written Request or by another method agreed to by Us. You must transfer 100% of Your Contract Value and designate future purchase payments to one of the available investment options under the asset allocation program. The number of elective investment option changes permitted per contract year is shown under Contract Data. Additionally, We reserve the right to limit the number of investment option changes permitted if required to comply with the written instructions of a fund.

Withdrawal phases are periods of time starting with Your first Withdrawal while You are in an accumulation phase and continuing until You reallocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification shown under Contract Data. If Your current investment option classification is more aggressive than the Target Investment Option Classification and if You take a Withdrawal, then We will reallocate Your Contract Value to an investment option with the Target Investment Option Classification immediately following a Withdrawal. We reserve the right to change the Target Investment Option Classification to an investment option classification that is more aggressive after 30 days written notice.

If You are in a withdrawal phase and if You choose to allocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification, You will be in the accumulation phase again. Your rider benefits will be reset when You choose the more aggressive investment option as follows:

1. the BB, PBG, WAB and CB, if greater than zero, will be reset to the Contract Value, if less than their current amount; and
2. the ALP and RALP, if available, will be recalculated.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline an increase to the Annual Rider Fee as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on any anniversary is less than four times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value. You cannot specify from which accounts and subaccounts the Withdrawal is to be taken.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Annual Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of the Covered Person.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of the Covered Person.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If a spouse chooses to continue the contract under the Spouse's Option to Continue Contract provision, the rider terminates.

Death Benefit Before the Annuitization Start Date

Under this provision in the contract, a death benefit is payable if any owner dies. If the contract is jointly owned and an owner dies when the Contract Value is greater than zero, the lifetime benefit for the Covered Person will cease whether or not the contract is continued under the Spouse's Option to Continue Contract provision.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- if the PBG is greater than zero, elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision which terminates the rider.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage will be paid annually until total payments to the beneficiary are equal to the PBG. The Lifetime Payment Percentage and Income Bonus will be determined based on the youngest age in the first Age Band shown under Contract Data.

In (1) and (2) above:

- After the date of death, if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Annual Credits or Annual Step-ups.
- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

Assignment and Change of Ownership

The rider will terminate if there is an assignment or a change of ownership unless the Covered Person remains the same and the new owner or assignee assumes total ownership of the contract and was an owner or the Covered Person before the change, or is a non-natural owner holding for the sole benefit of the prior owner (e.g., an individual ownership changed to a personal revocable trust).

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of the death of the Covered Person or depletion of the PBG. If You choose to receive the ALP, the amount payable each contract year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year. These annualized amounts will be paid in monthly installments until the later of the death of the Covered Person or depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee associated with Your initial investment option is shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.
 - (A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:
 - (i) all future Annual Step-ups,
 - (ii) any ability to make additional purchase payments,
 - (iii) any future Annual Credits, and the CB will be permanently reset to zero, and
 - (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries, and

- (v) the ability to change Your investment option to one with a risk classification that is more aggressive than Your current investment option. Any change to a less aggressive investment option will further limit the investment options available to the then current and less aggressive investment options.

If You decline an increase to the Annual Rider Fee, the WAB will not be increased on Rider Anniversaries.

- (B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. Your Annual Rider Fee may increase if You elect to change to an investment option with a more aggressive risk classification than Your current investment option and if the new investment option has a higher current Annual Rider Fee. The Annual Rider Fees associated with the available investment options may change at Our discretion, however these changes will not apply to this rider unless You change Your investment option to one with a more aggressive risk classification. The new fee will be in effect on the Valuation Date We receive Your Written Request to change Your investment option.

If the rider fee changes during a contract year, We will calculate an average Annual Rider Fee, for that contract year only, that reflects the various different fees that were in effect that contract year, adjusted for the number of Days each fee was in effect.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, the rider will terminate.
2. Continuation of the contract under the Spouse's Option to Continue Contract provision will terminate the rider.
3. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
4. The rider will terminate on the Annuitization Start Date.

5. In relation to certain increases to the Annual Rider Fee as described in the Rider Charges provision, Your Written Request will terminate the rider.
6. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
7. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company

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Secretary

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Guaranteed Lifetime Withdrawal Benefit Rider [SecureSource Stages® Select Rider]

Covered Person: [John Doe] 4
 Rider Effective Date: [April 1, 2012] 4
 Initial Annual Rider Fee: [1.20%] 5
 Maximum Annual Rider Fee: [2.00%] 7
 Maximum BB, CB, WAB and PBG: [\$10,000,000] 9
 Adjustment Threshold: [20%] 10
 Maximum CB Date: [Covered Person's 95th birthday] 11

Credit Period [10 contract years] 12

Following the start of a Credit Period	Annual Credit Percentage
[1 st Rider Anniversary]	[6%]
[2 nd Rider Anniversary]	[6%]
[3 rd Rider Anniversary] 13	[6%] 14
[4 th Rider Anniversary]	[6%]
[5 th Rider Anniversary]	[6%]
[6 th Rider Anniversary]	[6%]
[7 th Rider Anniversary]	[6%]
[8 th Rider Anniversary]	[6%]
[9 th Rider Anniversary]	[6%]
[10 th Rider Anniversary]	[6%]

Lifetime Payment Percentage

Age Bands*	Minimum Lifetime Payment Percentage	Income Bonus
[50-58]	[3%]	[1%]
[59-64] 15	[4%] 16	[1%] 17
[65-79]	[5%]	[1%]
[80+]	[6%]	[1%]

* After the lifetime benefit is established, the Covered Person's Attained Age at the first Withdrawal will set the Age Band. See the "Age Band for the Lifetime Payment Percentage" section of the Lifetime Payment Percentage provision for exceptions.

Initial Investment Selection: [Moderately Aggressive] 4
 Target Investment Option Classification: [Moderate] 18
 Number of Elective Investment Option Changes Permitted Per Contract Year: [2] 19

20

Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the [Portfolio Navigator] asset allocation program. The [Portfolio Navigator] asset allocation program contains several [Variable Portfolio] funds of funds with investment asset mixes that range from conservative to aggressive. You may select from the following [Variable Portfolio] funds: [Conservative Portfolio, Moderately Conservative Portfolio, Moderate Portfolio, Moderately Aggressive Portfolio and Aggressive Portfolio.] Payments may also be allocated to the Special DCA Fixed Account for transfer to the [Variable Portfolio] fund of funds You select. If You elect to change to a more aggressive fund, the Annual Rider Fee may increase. See the Rider Charges provision on page 9 of your rider.

Guaranteed Lifetime Withdrawal Benefit Rider

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Joint Life

1

[SecureSource Stages® Select] Rider with Income Bonus/[Asset Allocation Program]

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments and Your Contract Value to an asset allocation program with various investment options based on risk classifications. The Annual Rider Fee may vary by the investment option You select. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available. Additional limitations may be imposed on the investment options available for selection as described in the Investment Options and Limits provision and Rider Charges provision.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

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

Annual Credit, Credit Period

The Annual Credit is an amount that can be added to the Benefit Base on Rider Anniversaries during a Credit Period, subject to limitations. The duration of a Credit Period and Annual Credit percentages are shown under Contract Data. The Credit Period starts on the Rider Effective Date and, subject to limitations, will restart (1) on a Rider Anniversary whenever there is an increase of the Benefit Base due to an Annual Step-Up or (2) on the following Rider Anniversary in the event of a Step-up of the Benefit Base under the Spouse's Option to Continue Contract provision. The Rider Anniversary after the number of contract years shown is the last day of a Credit Period. See the Rider Anniversary Processing provision.

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the younger Covered Spouse has reached the youngest age in the first Age Band shown under Contract Data. The annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with two components of your Lifetime Payment Percentage, a Minimum Lifetime Payment Percentage and a potential Income Bonus. The younger Covered Spouse must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to the younger Covered Spouse's age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

On each Rider Anniversary, You may receive an Annual Step-Up which will lock in gains by increasing the Benefit Base and/or the Principal Back Guarantee. If the Benefit Base increases due to an Annual Step-Up, a Credit Period will restart and, if You are eligible for a higher Age Band, the Lifetime Payment Percentage can increase.

Benefit Base (BB)

The Benefit Base is used to determine the Annual Lifetime Payment and the annual rider charge. The BB is separate from Your Contract Value and cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used to determine the Annual Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Spouses

The Covered Spouses are established on the Rider Effective Date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse as defined under federal law, as named on the application and as shown under Contract Data for as long as the marriage is valid and in effect. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Spouses are the Annuitant and the legally married spouse of the Annuitant. After death or dissolution of marriage, the remaining Covered Spouse will be used when referring to the younger Covered Spouse.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Income Bonus

The Income Bonus may be added to the Minimum Lifetime Payment Percentage as described in the Lifetime Payment Percentage provision.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment. It includes a Minimum Lifetime Payment Percentage and may include an additional Income Bonus, both shown under Contract Data. The percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that the total amount You or Your beneficiaries receive under the rider will not be less than purchase payments You have made, increased by Annual Step-ups, as long as (1) You have not taken an Excess Withdrawal or (2) this benefit has not been reset due to certain investment option changes as described in the Investment Options and Limits provision.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that contract year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the

Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise shown under Contract Data.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is used to determine whether or not Income Bonus will be included in the Lifetime Payment Percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. The younger Covered Spouse's age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

The lifetime benefit amount can vary based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year, whether or not the Income Bonus is included in the Lifetime Payment Percentage is determined when the first Withdrawal is taken, and the lifetime benefit amount is fixed for the remainder of that contract year.

As long as Your total Withdrawals during the current contract year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits will be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals and/or payments by Us over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if an Annual Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the earliest of the following dates:

1. the Rider Effective Date if the younger Covered Spouse has already reached the youngest age in the first Age Band.
2. the date the younger Covered Spouse's Attained Age equals the youngest age in the first Age Band.
3. upon the first death of a Covered Spouse, then
 - (A) the date we receive a Written Request when the death benefit is not payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (B) the date spousal continuation is effective when the death benefit is payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (C) the date the surviving Covered Spouse reaches the youngest age in the first Age Band.

4. Following dissolution of marriage of the Covered Spouses,
 - (A) the date we receive a Written Request if the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) has already reached the youngest age in the first Age Band, or
 - (B) the date the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) reaches the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. The Minimum Lifetime Payment Percentage and the Income Bonus for each Age Band is shown under Contract Data. Throughout the remainder of this rider, Your Lifetime Payment Percentage will include the Minimum Lifetime Payment Percentage and may include an Income Bonus for a particular Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is determined by the younger Covered Spouse's Attained Age.

2. On the younger Covered Spouse's subsequent birthdays

Except as noted below, if the younger Covered Spouse's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline an increase to the Annual Rider Fee or if a Withdrawal has been taken since the ALP was established, then the Age Band for the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

4. Upon death or change in marital status

In the event of death or dissolution of marriage:

- (A) If no Withdrawal has been taken since the ALP was established and if an increase to the Annual

Rider Fee has not been declined, the Lifetime Payment Percentage will be reset based on the Age Band for the remaining Covered Spouse's Attained Age.

- (B) If the ALP is not established but the remaining Covered Spouse has reached the youngest age in the first Age Band, the remaining Covered Spouse's Attained Age will be used to determine the Age Band for the Lifetime Payment Percentage.

In the event of remarriage of the Covered Spouses to each other, the Lifetime Payment Percentage used is the percentage for the younger Covered Spouse's Attained Age.

Income Bonus

The following determines whether or not the Income Bonus is included in the Lifetime Payment Percentage.

A comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether the Income Bonus is included in the Lifetime Payment Percentage when calculating the ALP unless the percentage is fixed as described below.

On each Valuation Date when the ALP is calculated, if the Benefit Determining Percentage calculated below is less than the Adjustment Threshold shown under Contract Data, then the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage plus the Income Bonus for Your current Age Band, both shown under Contract Data. Otherwise, the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage for Your current Age Band.

The Benefit Determining Percentage is calculated as follows, but it will not be less than zero:

$$1 - (a/b)$$

a = Contract Value at the end of the prior valuation period

b = WAB at the end of the prior valuation period

After the ALP is established, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

However, at the earliest of (1), (2) or (3) below, the Lifetime Payment Percentage will be set and remain fixed as long as the benefit is payable:

- (1) when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the remaining Covered Spouse's date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to include the Income Bonus if more favorable to You.

Rider Effective Date Values, Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

The BB, WAB and PBG will be increased by the amount of each additional purchase payment.

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, Annual Credits will not be added to the BB on the following Rider Anniversary.

The WAB, BB, CB and PBG can be adjusted, but they will not less than zero.

(A) The WAB will be reduced by the same proportion that the Contract Value is reduced. The proportional amount deducted is the "Adjustment for Withdrawal," calculated as follows:

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

- a** = the amount of the Withdrawal
- b** = the WAB on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal.

(B) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced using the "Adjustment for Withdrawal" calculation described above but substituting the CB or BB (as applicable) for the WAB. The PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," substituting the PBG for the WAB.

(C) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB and CB do not change and the PBG is reduced by the amount of the Withdrawal.

(D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur, and the BB and CB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB or CB (as applicable) on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

The PBG will be reduced by the greater of (1) the amount of the Withdrawal or (2) the RALP plus the Excess Withdrawal Processing amount calculated above, substituting the following for "e" in the formula: the PBG minus the RALP on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the WAB, BB, CB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries. If the Rider Anniversary falls on a Day that the New York Stock Exchange is closed, Rider Anniversary processing will occur on the next Day that the New York Stock Exchange is open for trading.

1. Annual Credits

If You did not take any Withdrawals during the prior contract year and You did not decline an increase to the Annual Rider Fee, an Annual Credit may be available.

(A) On the First Rider Anniversary of the Initial Credit Period

The Annual Credit equals the CB 180 days following the Rider Effective Date multiplied by the Annual Credit Percentage shown under Contract Data for the first Rider Anniversary.

The BB and WAB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB 180 days following the Rider Effective Date increased by the Annual Credit and any additional purchase payments since 180 days following the Rider Effective Date.

(B) On Any Other Rider Anniversary During a Credit Period

The Annual Credit equals the CB as of the prior Rider Anniversary multiplied by the Annual Credit Percentage associated with the current Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB on the prior Rider Anniversary increased by the Annual Credit and any additional purchase payments since the prior Rider Anniversary.

The WAB will be set as follows:

- (A) if no Withdrawals have been taken, the WAB will be set to the BB determined above, or
- (B) if any Withdrawals have been taken, the WAB will be set to the amount as calculated below:

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

- a = the WAB on the Rider Anniversary (but prior to Rider Anniversary processing)
- b = the BB determined above
- c = the BB on the Rider Anniversary (but prior to Rider Anniversary processing)

If the CB is greater than zero, the CB will be reset to zero on the last Rider Anniversary of a Credit Period after any adjustment to the WAB and BB, and there will be no additional Annual Credits unless the Credit Period restarts due to a Step-Up of the BB.

The CB will be permanently reset to zero on the later of: (A) Maximum CB Date shown under Contract Data or (B) the 10th Rider Anniversary.

2. Annual Step-Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline an increase to the Annual Rider Fee, Annual Step-ups will no longer be available.

The Annual Step-up will take place on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Annual Credit is added. If an Annual Step-up takes place, the PBG, BB, CB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Annual Credit is added under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.
- (C) The CB will be increased to the Contract Value and the Credit Period will restart, if there is an increase to BB due to a Step-up.
- (D) If the younger Covered Spouse's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

3. The WAB on Rider Anniversaries

Unless You decline an increase to the Annual Rider Fee, the WAB (after any increase during a Credit Period under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the ALP, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

1. the ALP is established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing.

Investment Options and Limits

This rider requires 100% allocation of purchase payments and Your Contract Value to an asset allocation program with various investment options based on risk classifications and the Special DCA Fixed Account. Your initial investment selection and available investment options are shown under Contract Data. You will be notified of any change to the investment options available. There may be a limitation of available options (1) based on the amount of the initial purchase payment We accept for Your contract or (2) if You decline any increase to the Annual Rider Fee as described in the Rider Charges provision.

We reserve the right to cancel required asset allocation to specified investment options for this rider after 30 days written notice. If specified investment options are not required, You may allocate Your Contract Value and additional purchase payments as provided in the contract.

Accumulation phases are periods of time (1) beginning on the Rider Effective Date and ending with Your first Withdrawal and (2) beginning with a benefit reset due to an investment option change as described in this provision and ending with any subsequent Withdrawal. During these accumulation phases, You can allocate Your Contract Value to any single available investment option for this rider. You may request to change Your investment allocation by Written Request or by another method agreed to by Us. You must transfer 100% of Your Contract Value and designate future purchase payments to one of the available investment options under the asset allocation program. The number of elective investment option changes permitted per contract year is shown under Contract Data. Additionally, We reserve the right to limit the number of investment option changes permitted if required to comply with the written instructions of a fund.

Withdrawal phases are periods of time starting with Your first Withdrawal while You are in an accumulation phase and continuing until You reallocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification shown under Contract Data. If Your current investment option classification is more aggressive than the Target Investment Option Classification and if You take a Withdrawal, then We will reallocate Your Contract Value to an investment option with the Target Investment Option Classification immediately following a Withdrawal. We reserve the right to change the Target Investment Option Classification to an investment option classification that is more aggressive after 30 days written notice.

If You are in a withdrawal phase and if You choose to allocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification, You will be in the accumulation phase again. Your rider benefits will be reset when You choose the more aggressive investment option as follows:

1. the BB, PBG, WAB and CB, if greater than zero, will be reset to the Contract Value, if less than their current amount; and
2. the ALP and RALP, if available, will be recalculated.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline an increase to the Annual Rider Fee as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on any anniversary is less than four times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value. You cannot specify from which accounts and subaccounts the Withdrawal is to be taken.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Annual Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of both Covered Spouses.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of both Covered Spouses.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If the surviving spouse is a Covered Spouse and chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract.
2. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.
3. At the time of spousal continuation, a Step-up may be available. If the spousal continuation Step-up is processed, the Step-up date is the Valuation Date spousal continuation is effective. All Annual Step-up rules also apply to the spousal continuation Step-up, except that (1) the RALP will be calculated as the ALP after the Step-up less all prior Withdrawals made during the current contract year, but it will not be less than zero, and (2) the Credit Period will restart on the following Rider Anniversary. The WAB, if greater than zero, will be increased to the Contract Value, if the Contract Value is greater.

Death Benefit Before the Annuitization Start Date

If the death benefit becomes payable at the death of a Covered Spouse, the surviving Covered Spouse must utilize the spousal continuation provision to continue the lifetime benefit. If spousal continuation is not available under the terms of the contract, the rider terminates.

The lifetime benefit of this rider ends at the death of the surviving Covered Spouse. If the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Annual Credits or Annual Step-ups.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- if the PBG is greater than zero, elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision above.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage will be paid annually until total payments to the beneficiary are equal to the PBG. The Lifetime Payment Percentage and Income Bonus will be determined based on the youngest age in the first Age Band shown under Contract Data.

In (1) and (2) above:

- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

Assignment and Change of Ownership

In order to maintain the joint life benefit, the surviving Covered Spouse must be able to continue the contract under the Spouse's Option to Continue Contract provision. Therefore, only ownership arrangements that permit such continuation are allowed at rider issue.

If the owner is a natural person, only the Covered Spouses can be owners. If there is a non-natural or revocable trust owner, one of the Covered Spouses must be the Annuitant. The rider will terminate if there is an assignment or a change of ownership unless the new owner or assignee assumes total ownership of the contract and was an owner or a Covered Spouse before the change, or is a non-natural owner holding for the sole benefit of the prior owner (e.g., an individual ownership changed to a personal revocable trust).

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If You choose to receive the ALP, the amount payable each contract year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year. These annualized amounts will be paid in monthly installments until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee associated with Your initial investment option is shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.
 - (A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:
 - (i) all future Annual Step-ups and spousal continuation Step-ups,
 - (ii) any ability to make additional purchase payments,
 - (iii) any future Annual Credits, and the CB will be permanently reset to zero, and
 - (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries, and

- (v) the ability to change Your investment option to one with a risk classification that is more aggressive than Your current investment option. Any change to a less aggressive investment option will further limit the investment options available to the then current and less aggressive investment options.

If You decline an increase to the Annual Rider Fee, the WAB will not be increased on Rider Anniversaries.

- (B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. Your Annual Rider Fee may increase if You elect to change to an investment option with a more aggressive risk classification than Your current investment option and if the new investment option has a higher current Annual Rider Fee. The Annual Rider Fees associated with the available investment options may change at Our discretion, however these changes will not apply to this rider unless You change Your investment option to one with a more aggressive risk classification. The new fee will be in effect on the Valuation Date We receive Your Written Request to change Your investment option.

If the rider fee changes during a contract year, We will calculate an average Annual Rider Fee, for that contract year only, that reflects the various different fees that were in effect that contract year, adjusted for the number of Days each fee was in effect.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, continuation of the contract by anyone other than a Covered Spouse will terminate the rider. However, if the Covered Spouse continues the contract as an Inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan under the Code, the rider will terminate.
2. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
3. The rider will terminate on the Annuitization Start Date.

4. In relation to certain increases to the Annual Rider Fee as described in the Rider Charges provision, Your Written Request will terminate the rider.
5. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
6. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company

2



Secretary

1

Guaranteed Lifetime Withdrawal Benefit Rider [SecureSource Stages® Select Rider]

Covered Spouses:

[John Doe] 4

[Jane Doe] 4

Rider Effective Date:

[April 1, 2012] 4

Initial Annual Rider Fee:

[1.45%] 6

Maximum Annual Rider Fee:

[2.50%] 8

Maximum BB, CB, WAB and PBG:

[\$10,000,000] 9

Adjustment Threshold:

[20%] 10

Maximum CB Date:

[Owner's 95th birthday] 11

Credit Period

[10 contract years] 12

Following the start of a Credit Period	Annual Credit Percentage
1 st Rider Anniversary	6%
2 nd Rider Anniversary 13	6% 14
3 rd Rider Anniversary	6%
4 th Rider Anniversary	6%
5 th Rider Anniversary	6%
6 th Rider Anniversary	6%
7 th Rider Anniversary	6%
8 th Rider Anniversary	6%
9 th Rider Anniversary	6%
10 th Rider Anniversary	6%

Lifetime Payment Percentage

Age Bands*	Minimum Lifetime Payment Percentage	Income Bonus
[50-58] 15	[3%] 16	[1%] 17
59-64	4%	1%
65-79	5%	1%
80+	6%	1%

* After the lifetime benefit is established, the younger Covered Spouse's Attained Age at the first Withdrawal will set the Age Band. See the "Age Band for the Lifetime Payment Percentage" section of the Lifetime Payment Percentage provision for exceptions.

Initial Investment Selection:

[Moderately Aggressive] 4

Target Investment Option Classification:

[Moderate] 18

Number of Elective Investment Option Changes

Permitted Per Contract Year: [2] 19

20

Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the [Portfolio Navigator] asset allocation program. The [Portfolio Navigator] asset allocation program contains several [Variable Portfolio] funds of funds with investment asset mixes that range from conservative to aggressive. You may select from the following [Variable Portfolio] funds: [Conservative Portfolio, Moderately Conservative Portfolio, Moderate Portfolio, Moderately Aggressive Portfolio and Aggressive Portfolio]. Payments may also be allocated to the Special DCA Fixed Account for transfer to the [Variable Portfolio] fund of funds You select. If You elect to change to a more aggressive fund, the Annual Rider Fee may increase. See the Rider Charges provision on page 9 of your rider.

Guaranteed Lifetime Withdrawal Benefit Rider

Single Life

[1] **SecureSource Stages® Select** Rider with [1] **Portfolio Stabilizer Funds**]

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider shown under Contract Data. The Annual Rider Fee will be determined by the investment option(s) You select. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

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

Annual Credit, Credit Period

The Annual Credit is an amount that can be added to the Benefit Base on Rider Anniversaries during a Credit Period, subject to limitations. The duration of a Credit Period and Annual Credit percentages are shown under Contract Data. The Credit Period starts on the Rider Effective Date and will restart whenever there is an increase of the Benefit Base due to an Annual Step-Up on a Rider Anniversary, subject to limitations. The Rider Anniversary after the number of contract years shown is the last day of a Credit Period. See the Rider Anniversary Processing provision.

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the Covered Person has reached the youngest age in the first Age Band shown under Contract Data. The annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. You must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to Your age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

On each Rider Anniversary, You may receive an Annual Step-Up which will lock in gains by increasing the Benefit Base and/or the Principal Back Guarantee. If the Benefit Base increases due to an Annual Step-Up, a Credit Period will restart and, if You are eligible for a higher Age Band, the Lifetime Payment Percentage can increase.

Benefit Base (BB)

The Benefit Base is used to determine the Annual Lifetime Payment and the annual rider charge. The BB is separate from Your Contract Value and cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used to determine the Annual Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Person

The Covered Person is the person whose life is used to determine when the Annual Lifetime Payment is established and the duration of the ALP payments. The Covered Person is the oldest owner unless otherwise specified under Contract Data. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Person is the oldest Annuitant.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Lifetime Payment Percentage

The Lifetime Payment Percentage, shown under Contract Data, is used to calculate Your Annual Lifetime Payment. The percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that the total amount You or Your beneficiaries receive under the rider will not be less than purchase payments You have made, increased by Annual Step-ups, as long as You have not taken an Excess Withdrawal.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that contract year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise shown under Contract Data.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. Your age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

As long as Your total Withdrawals during the current contract year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits will be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals and/or payments by Us over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if an Annual Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the later of (1) the Rider Effective Date if the Covered Person has reached the youngest age in the first Age Band, or (2) the date the Covered Person's Attained Age equals the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP and is shown under Contract Data for each Age Band.

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is determined by the Covered Person's Attained Age.

2. On the Covered Person's subsequent birthdays

Except as noted below, if the Covered Person's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline an increase to the Annual Rider Fee or if a Withdrawal has been taken since the ALP was established, then the Age Band for the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

Rider Effective Date Values, Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

The BB and PBG will be increased by the amount of each additional purchase payment.

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, Annual Credits will not be added to the BB on the following Rider Anniversary.

The BB, CB and PBG can be adjusted, but they will not be less than zero.

(A) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced. The proportional amount deducted is the "Adjustment for Withdrawal," calculated as follows:

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

- a** = the amount of the Withdrawal
- b** = the CB or BB (as applicable) on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal.

The PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," substituting the PBG for the CB or BB.

(B) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB and CB do not change and the PBG is reduced by the amount of the Withdrawal.

(C) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur, and the BB and CB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB or CB (as applicable) on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

The PBG will be reduced by the greater of (1) the amount of the Withdrawal or (2) the RALP plus the Excess Withdrawal Processing amount calculated above, substituting the following for "e" in the formula: the PBG minus the RALP on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the BB, CB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries. If the Rider Anniversary falls on a Day that the New York Stock Exchange is closed, Rider Anniversary processing will occur on the next Day that the New York Stock Exchange is open for trading.

1. Annual Credits

If You did not take any Withdrawals during the prior contract year and You did not decline an increase to the Annual Rider Fee, an Annual Credit may be available.

(A) On the First Rider Anniversary of the Initial Credit Period

The Annual Credit equals the CB 180 days following the Rider Effective Date multiplied by the Annual Credit Percentage shown under Contract Data for the first Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB 180 days following the Rider Effective Date increased by the Annual Credit and any additional purchase payments since 180 days following the Rider Effective Date.

(B) On Any Other Rider Anniversary During a Credit Period

The Annual Credit equals the CB as of the prior Rider Anniversary multiplied by the Annual Credit Percentage associated with the current Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB on the prior Rider Anniversary increased by the Annual Credit and any additional purchase payments since the prior Rider Anniversary.

If the CB is greater than zero, the CB will be reset to zero on the last Rider Anniversary of a Credit Period after any adjustment to the BB, and there will be no additional Annual Credits unless the Credit Period restarts due to a Step-Up of the BB.

The CB will be permanently reset to zero on the later of: (A) Maximum CB Date shown under Contract Data or (B) the 10th Rider Anniversary.

2. Annual Step-Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline an increase to the Annual Rider Fee, Annual Step-ups will no longer be available.

The Annual Step-up will take place on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Annual Credit is added. If an Annual Step-up takes place, the PBG, BB, CB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Annual Credit is added under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.
- (C) The CB will be increased to the Contract Value and the Credit Period will restart, if there is an increase to BB due to a Step-up.
- (D) If the Covered Person's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the ALP, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

1. the ALP is established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing.

Investment Options and Limits

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider. The investment options available for asset allocation under the terms of this rider and Your initial investment selection(s) are shown under Contract Data. We reserve the right to add, remove or substitute approved investment options. If more than one fund is available, You may, by Written Request or other method agreed to by Us, change Your

choice of subaccounts or allocation percentages among those approved for the rider. We reserve the right to limit the number of transfers allowed each contract year. We also reserve the right to close or restrict any approved investment option, however the change may apply only to future purchase payments or transfers. You will be notified of any change to the investment options available.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline an increase to the Annual Rider Fee as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on any anniversary is less than four times the BB multiplied by the Lifetime Payment Percentage for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to approved investment options, allocation of purchase payments shall be determined by Your selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to approved investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value unless You specify otherwise.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Annual Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of the Covered Person.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of the Covered Person.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If a spouse chooses to continue the contract under the Spouse's Option to Continue Contract provision, the rider terminates.

Death Benefit Before the Annuitization Start Date

Under this provision in the contract, a death benefit is payable if any owner dies. If the contract is jointly owned and an owner dies when the Contract Value is greater than zero, the lifetime benefit for the Covered Person will cease whether or not the contract is continued under the Spouse's Option to Continue Contract provision.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- if the PBG is greater than zero, elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision which terminates the rider.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage will be paid annually until total payments to the beneficiary are equal to the PBG. The Lifetime Payment Percentage will be determined based on the youngest age in the first Age Band shown under Contract Data.

In (1) and (2) above:

- After the date of death, if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Annual Credits or Annual Step-ups.
- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

Assignment and Change of Ownership

The rider will terminate if there is an assignment or a change of ownership unless the Covered Person remains the same and the new owner or assignee assumes total ownership of the contract and was an owner or the Covered Person before the change, or is a non-natural owner holding for the sole benefit of the prior owner (e.g., an individual ownership changed to a personal revocable trust).

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will

not apply, and You will receive the ALP provided by this rider until the later of the death of the Covered Person or depletion of the PBG. If You choose to receive the ALP, the amount payable each contract year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year. These annualized amounts will be paid in monthly installments until the later of the death of the Covered Person or depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee(s) associated with the approved investment option(s) are shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee for all approved investment options at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.
 - (A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:
 - (i) all future Annual Step-ups,
 - (ii) any ability to make additional purchase payments,

- (iii) any future Annual Credits, and the CB will be permanently reset to zero, and
 - (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries.

- (B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. The Annual Rider Fee associated with a specified investment option may change at Our discretion. If You are invested in any investment option that has an increase in the associated Annual Rider Fee, Your Annual Rider Fee will increase.

If the rider fee changes during a contract year, We will calculate an average Annual Rider Fee, for that contract year only, that reflects the various different fees that were in effect for each investment option that contract year, adjusted for the number of Days each fee was in effect and the percentage of Contract Value allocated to each investment option.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, the rider will terminate.
2. Continuation of the contract under the Spouse's Option to Continue Contract provision will terminate the rider.
3. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
4. The rider will terminate on the Annuitization Start Date.
5. In relation to certain increases to the Annual Rider Fee as described in the Rider Charges provision, Your Written Request will terminate the rider.
6. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
7. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company

2



Secretary

Guaranteed Lifetime Withdrawal Benefit Rider ¹ SecureSource Stages® Select Rider

Covered Person: [John Doe] ⁴
 Rider Effective Date: [April 1, 2012] ⁴
 Maximum BB, CB and PBG: [\$10,000,000] ⁹
 Maximum CB Date: [Covered Person's 95th birthday] ¹⁰
 Credit Period [10 contract years] ¹¹

Following the start of a Credit Period	Annual Credit Percentage
[1 st Rider Anniversary]	[6%]
[2 nd Rider Anniversary]	[6%]
[3 rd Rider Anniversary] ¹²	[6%]
[4 th Rider Anniversary]	[6%] ¹³
[5 th Rider Anniversary]	[6%]
[6 th Rider Anniversary]	[6%]
[7 th Rider Anniversary]	[6%]
[8 th Rider Anniversary]	[6%]
[9 th Rider Anniversary]	[6%]
[10 th Rider Anniversary]	[6%]

Lifetime Payment Percentage

Age Bands*	Lifetime Payment Percentage
[50-58]	[3%]
[59-64] ¹⁴	[4%] ¹⁵
[65-79]	[5%]
[80+]	[6%]

* After the lifetime benefit is established, the Covered Person's Attained Age at the first Withdrawal will set the Age Band. See the "Age Band for the Lifetime Payment Percentage" section of the Lifetime Payment Percentage provision for exceptions.

Initial Investment Selection(s)

[ABC Portfolio Stabilizer Variable Fund 1] ⁴
 [ABC Portfolio Stabilizer Variable Fund 2]

Payment Allocation Percentage

[50%] ⁴
 [50%]

Approved Investment Options/Allocation Restrictions and Limitations: This rider requires allocation of purchase payments and contract value to one or more approved investment options for this rider:

¹ [Portfolio Stabilizer Funds]	Associated Initial Annual Rider Fee	Maximum Annual Rider Fee
[ABC Portfolio Stabilizer Variable Fund 1]	[1.00%]	[2.00%]
[ABC Portfolio Stabilizer Variable Fund 2] ¹⁶	[1.00%] ⁵	[2.00%] ⁷
[ABC Portfolio Stabilizer Variable Fund 3]	[1.00%]	[2.00%]

- Payments may also be allocated to the Special DCA Fixed Account for transfer to approved investment option(s) You select.
- We reserve the right to add, remove or substitute approved investment options.
- We reserve the right to limit the number of transfers allowed each contract year.
- Annual Rider Fees associated with Your choice of investment option(s) may increase at our discretion, subject to the Maximum Annual Rider Fee shown above.

Guaranteed Lifetime Withdrawal Benefit Rider

[1] **SecureSource Stages® Select** Rider with [1] **Portfolio Stabilizer Funds**]

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider shown under Contract Data. The Annual Rider Fee will be determined by the investment option(s) You select. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

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

Annual Credit, Credit Period

The Annual Credit is an amount that can be added to the Benefit Base on Rider Anniversaries during a Credit Period, subject to limitations. The duration of a Credit Period and Annual Credit percentages are shown under Contract Data. The Credit Period starts on the Rider Effective Date and, subject to limitations, will restart (1) on a Rider Anniversary whenever there is an increase of the Benefit Base due to an Annual Step-Up or (2) on the following Rider Anniversary in the event of a Step-up of the Benefit Base under the Spouse's Option to Continue Contract provision. The Rider Anniversary after the number of contract years shown is the last day of a Credit Period. See the Rider Anniversary Processing provision.

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the younger Covered Spouse has reached the youngest age in the first Age Band shown under Contract Data. The annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. The younger Covered Spouse must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to the younger Covered Spouse's age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

On each Rider Anniversary, You may receive an Annual Step-Up which will lock in gains by increasing the Benefit Base and/or the Principal Back Guarantee. If the Benefit Base increases due to an Annual Step-Up, a Credit Period will restart and, if You are eligible for a higher Age Band, the Lifetime Payment Percentage can increase.

Benefit Base (BB)

The Benefit Base is used to determine the Annual Lifetime Payment and the annual rider charge. The BB is separate from Your Contract Value and cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used to determine the Annual Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Spouses

The Covered Spouses are established on the Rider Effective Date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse as defined under federal law, as named on the application and as shown under Contract Data for as long as the marriage is valid and in effect. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Spouses are the Annuitant and the legally married spouse of the Annuitant. After death or dissolution of marriage, the remaining Covered Spouse will be used when referring to the younger Covered Spouse.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Lifetime Payment Percentage

The Lifetime Payment Percentage, shown under Contract Data, is used to calculate Your Annual Lifetime Payment. The percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that the total amount You or Your beneficiaries receive under the rider will not be less than purchase payments You have made, increased by Annual Step-ups, as long as You have not taken an Excess Withdrawal.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that contract year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise shown under Contract Data.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. The younger Covered Spouse's age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

As long as Your total Withdrawals during the current contract year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits will be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals and/or payments by Us over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if an Annual Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the earliest of the following dates:

1. the Rider Effective Date if the younger Covered Spouse has already reached the youngest age in the first Age Band.
2. the date the younger Covered Spouse's Attained Age equals the youngest age in the first Age Band.
3. upon the first death of a Covered Spouse, then
 - (A) the date we receive a Written Request when the death benefit is not payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (B) the date spousal continuation is effective when the death benefit is payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (C) the date the surviving Covered Spouse reaches the youngest age in the first Age Band.

4. Following dissolution of marriage of the Covered Spouses,
- (A) the date we receive a Written Request if the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) has already reached the youngest age in the first Age Band, or
 - (B) the date the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) reaches the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP and is shown under Contract Data for each Age Band. The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is determined by the younger Covered Spouse's Attained Age.

2. On the younger Covered Spouse's subsequent birthdays

Except as noted below, if the younger Covered Spouse's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline an increase to the Annual Rider Fee or if a Withdrawal has been taken since the ALP was established, then the Age Band for the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

4. Upon death or change in marital status

In the event of death or dissolution of marriage:

(A) If no Withdrawal has been taken since the ALP was established and if an increase to the Annual Rider Fee has not been declined, the Lifetime Payment Percentage will be reset based on the Age Band for the remaining Covered Spouse's Attained Age.

(B) If the ALP is not established but the remaining Covered Spouse has reached the youngest age in the first Age Band, the remaining Covered Spouse's Attained Age will be used to determine the Age Band for the Lifetime Payment Percentage.

In the event of remarriage of the Covered Spouses to each other, the Lifetime Payment Percentage used is the percentage for the younger Covered Spouse's Attained Age.

Rider Effective Date Values, Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

The BB and PBG will be increased by the amount of each additional purchase payment.

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, Annual Credits will not be added to the BB on the following Rider Anniversary.

The BB, CB and PBG can be adjusted, but they will not less than zero.

(A) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced. The proportional amount deducted is the "Adjustment for Withdrawal," calculated as follows:

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

- a** = the amount of the Withdrawal
- b** = the CB or BB (as applicable) on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal.

The PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," substituting the PBG for the CB or BB.

- (B) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB and CB do not change and the PBG is reduced by the amount of the Withdrawal.
- (C) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur, and the BB and CB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB or CB (as applicable) on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

The PBG will be reduced by the greater of (1) the amount of the Withdrawal or (2) the RALP plus the Excess Withdrawal Processing amount calculated above, substituting the following for "e" in the formula: the PBG minus the RALP on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the BB, CB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries. If the Rider Anniversary falls on a Day that the New York Stock Exchange is closed, Rider Anniversary processing will occur on the next Day that the New York Stock Exchange is open for trading.

1. Annual Credits

If You did not take any Withdrawals during the prior contract year and You did not decline an increase to the Annual Rider Fee, an Annual Credit may be available.

(A) On the First Rider Anniversary of the Initial Credit Period

The Annual Credit equals the CB 180 days following the Rider Effective Date multiplied by the Annual Credit Percentage shown under Contract Data for the first Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB 180 days following the Rider Effective Date increased by the Annual Credit and any additional purchase payments since 180 days following the Rider Effective Date.

(B) On Any Other Rider Anniversary During a Credit Period

The Annual Credit equals the CB as of the prior Rider Anniversary multiplied by the Annual Credit Percentage associated with the current Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB on the prior Rider Anniversary increased by the Annual Credit and any additional purchase payments since the prior Rider Anniversary.

If the CB is greater than zero, the CB will be reset to zero on the last Rider Anniversary of a Credit Period after any adjustment to the BB, and there will be no additional Annual Credits unless the Credit Period restarts due to a Step-Up of the BB.

The CB will be permanently reset to zero on the later of: (A) Maximum CB Date shown under Contract Data or (B) the 10th Rider Anniversary.

2. Annual Step-Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline an increase to the Annual Rider Fee, Annual Step-ups will no longer be available.

The Annual Step-up will take place on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Annual Credit is added. If an Annual Step-up takes place, the PBG, BB, CB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Annual Credit is added under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.
- (C) The CB will be increased to the Contract Value and the Credit Period will restart, if there is an increase to BB due to a Step-up.
- (D) If the younger Covered Spouse's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the ALP, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

1. the ALP is established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing.

Investment Options and Limits

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider. The investment options available for asset allocation under the terms of this rider and Your initial investment selection(s) are shown under Contract Data. We reserve the right to add, remove or substitute approved investment options. If more than one fund is available, You may, by Written Request or other method agreed to by Us, change Your

choice of subaccounts or allocation percentages among those approved for the rider. We reserve the right to limit the number of transfers allowed each contract year. We also reserve the right to close or restrict any approved investment option, however the change may apply only to future purchase payments or transfers. You will be notified of any change to the investment options available.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline an increase to the Annual Rider Fee as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on any anniversary is less than four times the BB multiplied by the Lifetime Payment Percentage for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to approved investment options, allocation of purchase payments shall be determined by Your selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to approved investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value unless You specify otherwise.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Annual Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of both Covered Spouses.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of both Covered Spouses.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If the surviving spouse is a Covered Spouse and chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract.

2. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.
3. At the time of spousal continuation, a Step-up may be available. If the spousal continuation Step-up is processed, the Step-up date is the Valuation Date spousal continuation is effective. All Annual Step-up rules also apply to the spousal continuation Step-up, except that (1) the RALP will be calculated as the ALP after the Step-up less all prior Withdrawals made during the current contract year, but it will not be less than zero, and (2) the Credit Period will restart on the following Rider Anniversary.

Death Benefit Before the Annuitization Start Date

If the death benefit becomes payable at the death of a Covered Spouse, the surviving Covered Spouse must utilize the spousal continuation provision to continue the lifetime benefit. If spousal continuation is not available under the terms of the contract, the rider terminates.

The lifetime benefit of this rider ends at the death of the surviving Covered Spouse. If the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Annual Credits or Annual Step-ups.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- if the PBG is greater than zero, elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision above.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage will be paid annually until total payments to the beneficiary are equal to the PBG. The Lifetime Payment Percentage will be determined based on the youngest age in the first Age Band shown under Contract Data.

In (1) and (2) above:

- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

Assignment and Change of Ownership

In order to maintain the joint life benefit, the surviving Covered Spouse must be able to continue the contract under the Spouse's Option to Continue Contract provision. Therefore, only ownership arrangements that permit such continuation are allowed at rider issue.

If the owner is a natural person, only the Covered Spouses can be owners. If there is a non-natural or revocable trust owner, one of the Covered Spouses must be the Annuitant. The rider will terminate if there is an assignment or a change of ownership the new owner or assignee assumes total ownership of the contract and was an owner or a Covered Spouse before the change, or is a non-natural owner holding for the sole benefit of the prior owner (e.g., an individual ownership changed to a personal revocable trust).

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout

option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If You choose to receive the ALP, the amount payable each contract year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year. These annualized amounts will be paid in monthly installments until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee(s) associated with the approved investment option(s) are shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee for all approved investment options at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.

(A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:

(i) all future Annual Step-ups and spousal continuation Step-ups,

- (ii) any ability to make additional purchase payments,
- (iii) any future Annual Credits, and the CB will be permanently reset to zero, and
- (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries.

(B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. The Annual Rider Fee associated with a specified investment option may change at Our discretion. If You are invested in any investment option that has an increase in the associated Annual Rider Fee, Your Annual Rider Fee will increase.

If the rider fee changes during a contract year, We will calculate an average Annual Rider Fee, for that contract year only, that reflects the various different fees that were in effect for each investment option that contract year, adjusted for the number of Days each fee was in effect and the percentage of Contract Value allocated to each investment option.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, continuation of the contract by anyone other than a Covered Spouse will terminate the rider. However, if the Covered Spouse continues the contract as an Inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan under the Code, the rider will terminate.
2. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
3. The rider will terminate on the Annuitization Start Date.
4. In relation to certain increases to the Annual Rider Fee as described in the Rider Charges provision, Your Written Request will terminate the rider.
5. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
6. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company

A handwritten signature in black ink, enclosed in red square brackets. The signature appears to read "Thomas R. Howe".

Secretary

2

Guaranteed Lifetime Withdrawal Benefit Rider ¹ SecureSource Stages® Select Rider

Covered Spouses: [John Doe] ⁴
 [Jane Doe] ⁴
 Rider Effective Date: [April 1, 2012] ⁴
 Maximum BB, CB and PBG: [\$10,000,000] ⁹
 Maximum CB Date: [Owner's 95th birthday] ¹⁰
 Credit Period [10 contract years] ¹¹

Following the start of a Credit Period	Annual Credit Percentage
[1 st Rider Anniversary]	[6%]
[2 nd Rider Anniversary]	[6%]
[3 rd Rider Anniversary]	[6%]
[4 th Rider Anniversary] ¹²	[6%] ¹³
[5 th Rider Anniversary]	[6%]
[6 th Rider Anniversary]	[6%]
[7 th Rider Anniversary]	[6%]
[8 th Rider Anniversary]	[6%]
[9 th Rider Anniversary]	[6%]
[10 th Rider Anniversary]	[6%]

Lifetime Payment Percentage

Age Bands*	Lifetime Payment Percentage
[50-58]	[3%]
[59-64] ¹⁴	[4%] ¹⁵
[65-79]	[5%]
[80+]	[6%]

* After the lifetime benefit is established, the younger Covered Spouse's Attained Age at the first Withdrawal will set the Age Band. See the "Age Band for the Lifetime Payment Percentage" section of the Lifetime Payment Percentage provision for exceptions.

Initial Investment Selection(s)

[ABC Portfolio Stabilizer Variable Fund 1] ⁴
 [ABC Portfolio Stabilizer Variable Fund 2]

Payment Allocation Percentage

[50%] ⁴
 [50%]

Approved Investment Options/Allocation Restrictions and Limitations: This rider requires allocation of purchase payments and contract value to one or more approved investment options for this rider:

¹ [Portfolio Stabilizer Funds]	Associated Initial Annual Rider Fee	Maximum Annual Rider Fee
[ABC Portfolio Stabilizer Variable Fund 1]	[1.25%]	[2.50%]
[ABC Portfolio Stabilizer Variable Fund 2] ¹⁶	[1.25%] ⁶	[2.50%] ⁸
[ABC Portfolio Stabilizer Variable Fund 3]	[1.25%]	[2.50%]

- Payments may also be allocated to the Special DCA Fixed Account for transfer to approved investment option(s) You select.
- We reserve the right to add, remove or substitute approved investment options.
- We reserve the right to limit the number of transfers allowed each contract year.
- Annual Rider Fees associated with Your choice of investment option(s) may increase at our discretion, subject to the Maximum Annual Rider Fee shown above.

Guaranteed Lifetime Withdrawal Benefit Rider

Single Life

[1] **SecureSource Stages® Select** Rider with [1] **Asset Allocation Program**]

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments and Your Contract Value to an asset allocation program with various investment options based on risk classifications. The Annual Rider Fee may vary by the investment option You select. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available. Additional limitations may be imposed on the investment options available for selection as described in the Investment Options and Limits provision and Rider Charges provision.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

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

Annual Credit, Credit Period

The Annual Credit is an amount that can be added to the Benefit Base on Rider Anniversaries during a Credit Period, subject to limitations. The duration of a Credit Period and Annual Credit percentages are shown under Contract Data. The Credit Period starts on the Rider Effective Date and will restart whenever there is an increase of the Benefit Base due to an Annual Step-Up on a Rider Anniversary, subject to limitations. The Rider Anniversary after the number of contract years shown is the last day of a Credit Period. See the Rider Anniversary Processing provision.

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the Covered Person has reached the youngest age in the first Age Band shown under Contract Data. The annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. You must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to Your age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

On each Rider Anniversary, You may receive an Annual Step-Up which will lock in gains by increasing the Benefit Base and/or the Principal Back Guarantee. If the Benefit Base increases due to an Annual Step-Up, a Credit Period will restart and, if You are eligible for a higher Age Band, the Lifetime Payment Percentage can increase.

Benefit Base (BB)

The Benefit Base is used to determine the Annual Lifetime Payment and the annual rider charge. The BB is separate from Your Contract Value and cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used to determine the Annual Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Person

The Covered Person is the person whose life is used to determine when the Annual Lifetime Payment is established and the duration of the ALP payments. The Covered Person is the oldest owner unless otherwise specified under Contract Data. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Person is the oldest Annuitant.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Lifetime Payment Percentage

The Lifetime Payment Percentage, shown under Contract Data, is used to calculate Your Annual Lifetime Payment. The percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that the total amount You or Your beneficiaries receive under the rider will not be less than purchase payments You have made, increased by Annual Step-ups, as long as (1) You have not taken an Excess Withdrawal or (2) this benefit has not been reset due to certain investment option changes as described in the Investment Options and Limits provision.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that contract year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise shown under Contract Data.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. Your age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

As long as Your total Withdrawals during the current contract year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits will be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals and/or payments by Us over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if an Annual Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the later of (1) the Rider Effective Date if the Covered Person has reached the youngest age in the first Age Band, or (2) the date the Covered Person's Attained Age equals the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP and is shown under Contract Data for each Age Band. The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is determined by the Covered Person's Attained Age.

2. On the Covered Person's subsequent birthdays

Except as noted below, if the Covered Person's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline an increase to the Annual Rider Fee or if a Withdrawal has been taken since the ALP was established, then the Age Band for the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

Rider Effective Date Values, Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

The BB and PBG will be increased by the amount of each additional purchase payment.

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, Annual Credits will not be added to the BB on the following Rider Anniversary.

The BB, CB and PBG can be adjusted, but they will not less than zero.

(A) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced. The proportional amount deducted is the "Adjustment for Withdrawal," calculated as follows:

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

- a** = the amount of the Withdrawal
- b** = the CB or BB (as applicable) on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal.

The PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," substituting the PBG for the CB or BB.

- (B) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB and CB do not change and the PBG is reduced by the amount of the Withdrawal.
- (C) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur, and the BB and CB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB or CB (as applicable) on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

The PBG will be reduced by the greater of (1) the amount of the Withdrawal or (2) the RALP plus the Excess Withdrawal Processing amount calculated above, substituting the following for "e" in the formula: the PBG minus the RALP on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the BB, CB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries. If the Rider Anniversary falls on a Day that the New York Stock Exchange is closed, Rider Anniversary processing will occur on the next Day that the New York Stock Exchange is open for trading.

1. Annual Credits

If You did not take any Withdrawals during the prior contract year and You did not decline an increase to the Annual Rider Fee, an Annual Credit may be available.

(A) On the First Rider Anniversary of the Initial Credit Period

The Annual Credit equals the CB 180 days following the Rider Effective Date multiplied by the Annual Credit Percentage shown under Contract Data for the first Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB 180 days following the Rider Effective Date increased by the Annual Credit and any additional purchase payments since 180 days following the Rider Effective Date.

(B) On Any Other Rider Anniversary During a Credit Period

The Annual Credit equals the CB as of the prior Rider Anniversary multiplied by the Annual Credit Percentage associated with the current Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB on the prior Rider Anniversary increased by the Annual Credit and any additional purchase payments since the prior Rider Anniversary.

If the CB is greater than zero, the CB will be reset to zero on the last Rider Anniversary of a Credit Period after any adjustment to the BB, and there will be no additional Annual Credits unless the Credit Period restarts due to a Step-Up of the BB.

The CB will be permanently reset to zero on the later of: (A) Maximum CB Date shown under Contract Data or (B) the 10th Rider Anniversary.

2. Annual Step-Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline an increase to the Annual Rider Fee, Annual Step-ups will no longer be available.

The Annual Step-up will take place on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Annual Credit is added. If an Annual Step-up takes place, the PBG, BB, CB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Annual Credit is added under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.
- (C) The CB will be increased to the Contract Value and the Credit Period will restart, if there is an increase to BB due to a Step-up.
- (D) If the Covered Person's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the ALP, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

1. the ALP is established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing.

Investment Options and Limits

This rider requires 100% allocation of purchase payments and Your Contract Value to an asset allocation program with various investment options based on risk classifications and the Special DCA Fixed Account. Your initial investment selection and available investment options are shown under Contract Data. You will be notified of any change to the investment options available. There may be a limitation of available options (1) based on the amount of the initial purchase payment We accept for Your contract or (2) if You decline any increase to the Annual Rider Fee as described in the Rider Charges provision.

We reserve the right to cancel required asset allocation to specified investment options for this rider after 30 days written notice. If specified investment options are not required, You may allocate Your Contract Value and additional purchase payments as provided in the contract.

Accumulation phases are periods of time (1) beginning on the Rider Effective Date and ending with Your first Withdrawal and (2) beginning with a benefit reset due to an investment option change as described in this provision and ending with any subsequent Withdrawal. During these accumulation phases, You can allocate Your Contract Value to any single available investment option for this rider. You may request to change Your investment allocation by Written Request or by another method agreed to by Us. You must transfer 100% of Your Contract Value and designate future purchase payments to one of the available investment options under the asset allocation program. The number of elective investment option changes permitted per contract year is shown under Contract Data. Additionally, We reserve the right to limit the number of investment option changes permitted if required to comply with the written instructions of a fund.

Withdrawal phases are periods of time starting with Your first Withdrawal while You are in an accumulation phase and continuing until You reallocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification shown under Contract Data. If Your current investment option classification is more aggressive than the Target Investment Option Classification and if You take a Withdrawal, then We will reallocate Your Contract Value to an investment option with the Target Investment Option Classification immediately following a Withdrawal. We reserve the right to change the Target Investment Option Classification to an investment option classification that is more aggressive after 30 days written notice.

If You are in a withdrawal phase and if You choose to allocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification, You will be in the accumulation phase again. Your rider benefits will be reset when You choose the more aggressive investment option as follows:

1. the BB, PBG and CB, if greater than zero, will be reset to the Contract Value, if less than their current amount; and
2. the ALP and RALP, if available, will be recalculated.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline an increase to the Annual Rider Fee as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on any anniversary is less than four times the BB multiplied by the Lifetime Payment Percentage for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value. You cannot specify from which accounts and subaccounts the Withdrawal is to be taken.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Annual Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of the Covered Person.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of the Covered Person.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If a spouse chooses to continue the contract under the Spouse's Option to Continue Contract provision, the rider terminates.

Death Benefit Before the Annuitization Start Date

Under this provision in the contract, a death benefit is payable if any owner dies. If the contract is jointly owned and an owner dies when the Contract Value is greater than zero, the lifetime benefit for the Covered Person will cease whether or not the contract is continued under the Spouse's Option to Continue Contract provision.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- if the PBG is greater than zero, elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision which terminates the rider.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage will be paid annually until total payments to the beneficiary are equal to the PBG. The Lifetime Payment Percentage will be determined based on the youngest age in the first Age Band shown under Contract Data.

In (1) and (2) above:

- After the date of death, if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Annual Credits or Annual Step-ups.
- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

Assignment and Change of Ownership

The rider will terminate if there is an assignment or a change of ownership unless the Covered Person remains the same and the new owner or assignee assumes total ownership of the contract and was an owner or the Covered Person before the change, or is a non-natural owner holding for the sole benefit of the prior owner (e.g., an individual ownership changed to a personal revocable trust).

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of the death of the Covered Person or depletion of the PBG. If You choose to receive the ALP, the amount payable each contract year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year. These annualized amounts will be paid in monthly installments until the later of the death of the Covered Person or depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee associated with Your initial investment option is shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.

(A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:

- (i) all future Annual Step-ups,
- (ii) any ability to make additional purchase payments,
- (iii) any future Annual Credits, and the CB will be permanently reset to zero, and
- (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries, and

(v) the ability to change Your investment option to one with a risk classification that is more aggressive than Your current investment option. Any change to a less aggressive investment option will further limit the investment options available to the then current and less aggressive investment options.

(B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. Your Annual Rider Fee may increase if You elect to change to an investment option with a more aggressive risk classification than Your current investment option and if the new investment option has a higher current Annual Rider Fee. The Annual Rider Fees associated with the available investment options may change at Our discretion, however these changes will not apply to this rider unless You change Your investment option to one with a more aggressive risk classification. The new fee will be in effect on the Valuation Date We receive Your Written Request to change Your investment option.

If the rider fee changes during a contract year, We will calculate an average Annual Rider Fee, for that contract year only, that reflects the various different fees that were in effect that contract year, adjusted for the number of Days each fee was in effect.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, the rider will terminate.
2. Continuation of the contract under the Spouse's Option to Continue Contract provision will terminate the rider.
3. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
4. The rider will terminate on the Annuitization Start Date.

5. In relation to certain increases to the Annual Rider Fee as described in the Rider Charges provision, Your Written Request will terminate the rider.

6. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.

7. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company

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Secretary

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Guaranteed Lifetime Withdrawal Benefit Rider [SecureSource Stages® Select Rider]

Covered Person: [John Doe] 4
 Rider Effective Date: [April 1, 2012] 4
 Initial Annual Rider Fee: [1.10%] 5
 Maximum Annual Rider Fee: [2.00%] 7
 Maximum BB, CB and PBG: [\$10,000,000] 9
 Maximum CB Date: [Covered Person's 95th birthday] 10

Credit Period [10 contract years] 11

Following the start of a Credit Period	Annual Credit Percentage
1 st Rider Anniversary	6%
2 nd Rider Anniversary	6%
3 rd Rider Anniversary 12	6% 13
4 th Rider Anniversary	6%
5 th Rider Anniversary	6%
6 th Rider Anniversary	6%
7 th Rider Anniversary	6%
8 th Rider Anniversary	6%
9 th Rider Anniversary	6%
10 th Rider Anniversary	6%

Lifetime Payment Percentage

Age Bands*	Lifetime Payment Percentage
[50-58]	[3%]
[59-64] 14	[4%] 15
[65-79]	[5%]
[80+]	[6%]

* After the lifetime benefit is established, the Covered Person's Attained Age at the first Withdrawal will set the Age Band. See the "Age Band for the Lifetime Payment Percentage" section of the Lifetime Payment Percentage provision for exceptions.

Initial Investment Selection: [Moderately Aggressive] 4
 Target Investment Option Classification: [Moderate] 16
 Number of Elective Investment Option Changes Permitted Per Contract Year: [2] 17

18 [Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the [Portfolio Navigator] asset allocation program. The [Portfolio Navigator] asset allocation program contains several [Variable Portfolio] funds of funds with investment asset mixes that range from conservative to aggressive. You may select from the following [Variable Portfolio] funds: [Conservative Portfolio, Moderately Conservative Portfolio, Moderate Portfolio, Moderately Aggressive Portfolio and Aggressive Portfolio.] Payments may also be allocated to the Special DCA Fixed Account for transfer to the [Variable Portfolio] fund of funds You select. If You elect to change to a more aggressive fund, the Annual Rider Fee may increase. See the Rider Charges provision on page 8 of your rider.

Guaranteed Lifetime Withdrawal Benefit Rider

Joint Life

[1] **SecureSource Stages® Select** Rider with [1] **Asset Allocation Program**]

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments and Your Contract Value to an asset allocation program with various investment options based on risk classifications. The Annual Rider Fee may vary by the investment option You select. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available. Additional limitations may be imposed on the investment options available for selection as described in the Investment Options and Limits provision and Rider Charges provision.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

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

Annual Credit, Credit Period

The Annual Credit is an amount that can be added to the Benefit Base on Rider Anniversaries during a Credit Period, subject to limitations. The duration of a Credit Period and Annual Credit percentages are shown under Contract Data. The Credit Period starts on the Rider Effective Date and, subject to limitations, will restart (1) on a Rider Anniversary whenever there is an increase of the Benefit Base due to an Annual Step-Up or (2) on the following Rider Anniversary in the event of a Step-up of the Benefit Base under the Spouse's Option to Continue Contract provision. The Rider Anniversary after the number of contract years shown is the last day of a Credit Period. See the Rider Anniversary Processing provision.

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the younger Covered Spouse has reached the youngest age in the first Age Band shown under Contract Data. The annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. The younger Covered Spouse must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to the younger Covered Spouse's age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

On each Rider Anniversary, You may receive an Annual Step-Up which will lock in gains by increasing the Benefit Base and/or the Principal Back Guarantee. If the Benefit Base increases due to an Annual Step-Up, a Credit Period will restart and, if You are eligible for a higher Age Band, the Lifetime Payment Percentage can increase.

Benefit Base (BB)

The Benefit Base is used to determine the Annual Lifetime Payment and the annual rider charge. The BB is separate from Your Contract Value and cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used to determine the Annual Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Spouses

The Covered Spouses are established on the Rider Effective Date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse as defined under federal law, as named on the application and as shown under Contract Data for as long as the marriage is valid and in effect. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Spouses are the Annuitant and the legally married spouse of the Annuitant. After death or dissolution of marriage, the remaining Covered Spouse will be used when referring to the younger Covered Spouse.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Lifetime Payment Percentage

The Lifetime Payment Percentage, shown under Contract Data, is used to calculate Your Annual Lifetime Payment. The percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that the total amount You or Your beneficiaries receive under the rider will not be less than purchase payments You have made, increased by Annual Step-ups, as long as (1) You have not taken an Excess Withdrawal or (2) this benefit has not been reset due to certain investment option changes as described in the Investment Options and Limits provision.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that contract year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise shown under Contract Data.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. The younger Covered Spouse's age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

As long as Your total Withdrawals during the current contract year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits will be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals and/or payments by Us over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if an Annual Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the earliest of the following dates:

1. the Rider Effective Date if the younger Covered Spouse has already reached the youngest age in the first Age Band.
2. the date the younger Covered Spouse's Attained Age equals the youngest age in the first Age Band.
3. upon the first death of a Covered Spouse, then
 - (A) the date we receive a Written Request when the death benefit is not payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (B) the date spousal continuation is effective when the death benefit is payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (C) the date the surviving Covered Spouse reaches the youngest age in the first Age Band.

4. Following dissolution of marriage of the Covered Spouses,
- (A) the date we receive a Written Request if the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) has already reached the youngest age in the first Age Band, or
 - (B) the date the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) reaches the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP and is shown under Contract Data for each Age Band. The Age Band for the Lifetime Payment Percentage is determined at the following times:

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is determined by the younger Covered Spouse's Attained Age.

2. On the younger Covered Spouse's subsequent birthdays

Except as noted below, if the younger Covered Spouse's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline an increase to the Annual Rider Fee or if a Withdrawal has been taken since the ALP was established, then the Age Band for the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

4. Upon death or change in marital status

In the event of death or dissolution of marriage:

- (A) If no Withdrawal has been taken since the ALP was established and if an increase to the Annual Rider Fee has not been declined, the Lifetime Payment Percentage will be reset based on the Age Band for the remaining Covered Spouse's Attained Age.
- (B) If the ALP is not established but the remaining Covered Spouse has reached the youngest age in the first Age Band, the remaining Covered Spouse's Attained Age will be used to determine the Age Band for the Lifetime Payment Percentage.

In the event of remarriage of the Covered Spouses to each other, the Lifetime Payment Percentage used is the percentage for the younger Covered Spouse's Attained Age.

Rider Effective Date Values, Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

The BB and PBG will be increased by the amount of each additional purchase payment.

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, Annual Credits will not be added to the BB on the following Rider Anniversary.

The BB, CB and PBG can be adjusted, but they will not less than zero.

(A) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced. The proportional amount deducted is the "Adjustment for Withdrawal," calculated as follows:

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

- a** = the amount of the Withdrawal
- b** = the CB or BB (as applicable) on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal.

The PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," substituting the PBG for the CB or BB.

(B) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB and CB do not change and the PBG is reduced by the amount of the Withdrawal.

(C) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur, and the BB and CB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB or CB (as applicable) on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

The PBG will be reduced by the greater of (1) the amount of the Withdrawal or (2) the RALP plus the Excess Withdrawal Processing amount calculated above, substituting the following for "e" in the formula: the PBG minus the RALP on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the BB, CB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries. If the Rider Anniversary falls on a Day that the New York Stock Exchange is closed, Rider Anniversary processing will occur on the next Day that the New York Stock Exchange is open for trading.

1. Annual Credits

If You did not take any Withdrawals during the prior contract year and You did not decline an increase to the Annual Rider Fee, an Annual Credit may be available.

(A) On the First Rider Anniversary of the Initial Credit Period

The Annual Credit equals the CB 180 days following the Rider Effective Date multiplied by the Annual Credit Percentage shown under Contract Data for the first Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB 180 days following the Rider Effective Date increased by the Annual Credit and any additional purchase payments since 180 days following the Rider Effective Date.

(B) On Any Other Rider Anniversary During a Credit Period

The Annual Credit equals the CB as of the prior Rider Anniversary multiplied by the Annual Credit Percentage associated with the current Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB on the prior Rider Anniversary increased by the Annual Credit and any additional purchase payments since the prior Rider Anniversary.

If the CB is greater than zero, the CB will be reset to zero on the last Rider Anniversary of a Credit Period after any adjustment to the BB, and there will be no additional Annual Credits unless the Credit Period restarts due to a Step-Up of the BB.

The CB will be permanently reset to zero on the later of: (A) Maximum CB Date shown under Contract Data or (B) the 10th Rider Anniversary.

2. Annual Step-Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline an increase to the Annual Rider Fee, Annual Step-ups will no longer be available.

The Annual Step-up will take place on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Annual Credit is added. If an Annual Step-up takes place, the PBG, BB, CB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Annual Credit is added under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.
- (C) The CB will be increased to the Contract Value and the Credit Period will restart, if there is an increase to BB due to a Step-up.
- (D) If the younger Covered Spouse's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the ALP, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided

1. the ALP is established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing.

Investment Options and Limits

This rider requires 100% allocation of purchase payments and Your Contract Value to an asset allocation program with various investment options based on risk classifications and the Special DCA Fixed Account. Your initial investment selection and available investment options are shown under Contract Data. You will be notified of any change to the investment options available. There may be a limitation of available options (1) based on the amount of the initial purchase payment We accept for Your contract or (2) if You decline any increase to the Annual Rider Fee as described in the Rider Charges provision.

We reserve the right to cancel required asset allocation to specified investment options for this rider after 30 days written notice. If specified investment options are not required, You may allocate Your Contract Value and additional purchase payments as provided in the contract.

Accumulation phases are periods of time (1) beginning on the Rider Effective Date and ending with Your first Withdrawal and (2) beginning with a benefit reset due to an investment option change as described in this provision and ending with any subsequent Withdrawal. During these accumulation phases, You can allocate Your Contract Value to any single available investment option for this rider. You may request to change Your investment allocation by Written Request or by another method agreed to by Us. You must transfer 100% of Your Contract Value and designate future purchase payments to one of the available investment options under the asset allocation program. The number of elective investment option changes permitted per contract year is shown under Contract Data. Additionally, We reserve the right to limit the number of investment option changes permitted if required to comply with the written instructions of a fund.

Withdrawal phases are periods of time starting with Your first Withdrawal while You are in an accumulation phase and continuing until You reallocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification shown under Contract Data. If Your current investment option classification is more aggressive than the Target Investment Option Classification and if You take a Withdrawal, then We will reallocate Your Contract Value to an investment option with the Target Investment Option Classification immediately following a Withdrawal. We reserve the right to change the Target Investment Option Classification to an investment option classification that is more aggressive after 30 days written notice.

If You are in a withdrawal phase and if You choose to allocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification, You will be in the accumulation phase again. Your rider benefits will be reset when You choose the more aggressive investment option as follows:

1. the BB, PBG and CB, if greater than zero, will be reset to the Contract Value, if less than their current amount; and
2. the ALP and RALP, if available, will be recalculated.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline an increase to the Annual Rider Fee as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on any anniversary is less than four times the BB multiplied by the Lifetime Payment Percentage for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value. You cannot specify from which accounts and subaccounts the Withdrawal is to be taken.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Annual Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of both Covered Spouses.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of both Covered Spouses.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If the surviving spouse is a Covered Spouse and chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract.
2. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.
3. At the time of spousal continuation, a Step-up may be available. If the spousal continuation Step-up is processed, the Step-up date is the Valuation Date spousal continuation is effective. All Annual Step-up rules also apply to the spousal continuation Step-up, except that (1) the RALP will be calculated as the ALP after the Step-up less all prior Withdrawals made during the current contract year, but it will not be less than zero, and (2) the Credit Period will restart on the following Rider Anniversary. The WAB, if greater than zero, will be increased to the Contract Value, if the Contract Value is greater.

Death Benefit Before the Annuitization Start Date

If the death benefit becomes payable at the death of a Covered Spouse, the surviving Covered Spouse must utilize the spousal continuation provision to continue the lifetime benefit. If spousal continuation is not available under the terms of the contract, the rider terminates.

The lifetime benefit of this rider ends at the death of the surviving Covered Spouse. If the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Annual Credits or Annual Step-ups.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- if the PBG is greater than zero, elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision above.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage will be paid annually until total payments to the beneficiary are equal to the PBG. The Lifetime Payment Percentage will be determined based on the youngest age in the first Age Band shown under Contract Data.

In (1) and (2) above:

- The Lifetime Payment Percentage used will be set as of the date of death.

- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

Assignment and Change of Ownership

In order to maintain the joint life benefit, the surviving Covered Spouse must be able to continue the contract under the Spouse's Option to Continue Contract provision. Therefore, only ownership arrangements that permit such continuation are allowed at rider issue.

If the owner is a natural person, only the Covered Spouses can be owners. If there is a non-natural or revocable trust owner, one of the Covered Spouses must be the Annuitant. The rider will terminate if there is an assignment or a change of ownership unless the new owner or assignee assumes total ownership of the contract and was an owner or a Covered Spouse before the change, or is a non-natural owner holding for the sole benefit of the prior owner (e.g., an individual ownership changed to a personal revocable trust).

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If You choose to receive the ALP, the amount payable each contract year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year. These annualized amounts will be paid in monthly installments until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee associated with Your initial investment option is shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.

(A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:

- (i) all future Annual Step-ups and spousal continuation Step-ups,
- (ii) any ability to make additional purchase payments,
- (iii) any future Annual Credits, and the CB will be permanently reset to zero, and
- (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries.

(v) the ability to change Your investment option to one with a risk classification that is more aggressive than Your current investment option. Any change to a less aggressive investment option will further limit the investment options available to the then current and less aggressive investment options.

(B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. Your Annual Rider Fee may increase if You elect to change to an investment option with a more aggressive risk classification than Your current investment option and if the new investment option has a higher current Annual Rider Fee. The Annual Rider Fees associated with the available investment options may change at Our discretion, however these changes will not apply to this rider unless You change Your investment option to one with a more aggressive risk classification. The new fee will be in effect on the Valuation Date We receive Your Written Request to change Your investment option.

If the rider fee changes during a contract year, We will calculate an average Annual Rider Fee, for that contract year only, that reflects the various different fees that were in effect that contract year, adjusted for the number of Days each fee was in effect.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, continuation of the contract by anyone other than a Covered Spouse will terminate the rider. However, if the Covered Spouse continues the contract as an Inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan under the Code, the rider will terminate.
2. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
3. The rider will terminate on the Annuitization Start Date.

4. In relation to certain increases to the Annual Rider Fee as described in the Rider Charges provision, Your Written Request will terminate the rider.
5. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
6. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company

2



Secretary

1

Guaranteed Lifetime Withdrawal Benefit Rider [SecureSource Stages® Select Rider]

Covered Spouses:

[John Doe] 4

[Jane Doe] 4

Rider Effective Date:

[April 1, 2012] 4

Initial Annual Rider Fee:

[1.35%] 6

Maximum Annual Rider Fee:

[2.50%] 8

Maximum BB, CB and PBG:

[\$10,000,000] 9

Maximum CB Date:

[Owner's 95th birthday] 10

Credit Period

[10 contract years] 11

Following the start of a Credit Period	Annual Credit Percentage
1 st Rider Anniversary	6%
2 nd Rider Anniversary 12	6% 13
3 rd Rider Anniversary	6%
4 th Rider Anniversary	6%
5 th Rider Anniversary	6%
6 th Rider Anniversary	6%
7 th Rider Anniversary	6%
8 th Rider Anniversary	6%
9 th Rider Anniversary	6%
10 th Rider Anniversary	6%

Lifetime Payment Percentage

Age Bands*	Lifetime Payment Percentage
[50-58] 14	[3%]
[59-64]	[4%] 15
[65-79]	[5%]
[80+]	[6%]

* After the lifetime benefit is established, the younger Covered Spouse's Attained Age at the first Withdrawal will set the Age Band. See the "Age Band for the Lifetime Payment Percentage" section of the Lifetime Payment Percentage provision for exceptions.

Initial Investment Selection:

[Moderately Aggressive] 4

Target Investment Option Classification:

[Moderate] 16

Number of Elective Investment Option Changes

Permitted Per Contract Year: [2] 17

18

Specified Investment Options/Allocation Restrictions and Limitations: This rider requires participation in the [Portfolio Navigator] asset allocation program. The [Portfolio Navigator] asset allocation program contains several [Variable Portfolio] funds of funds with investment asset mixes that range from conservative to aggressive. You may select from the following [Variable Portfolio] funds: [Conservative Portfolio, Moderately Conservative Portfolio, Moderate Portfolio, Moderately Aggressive Portfolio and Aggressive Portfolio.] Payments may also be allocated to the Special DCA Fixed Account for transfer to the [Variable Portfolio] fund of funds You select. If You elect to change to a more aggressive fund, the Annual Rider Fee may increase. See the Rider Charges provision on page 9 of your rider.

SERFF Tracking Number: AEMN-127921160 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 50564
 Company Tracking Number: 411360AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: 2012 GMWB
 Project Name/Number: May 2012 Refresh/411360

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: These variable forms are subject to federal jurisdiction and accordingly the Flesch requirements do not apply.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: The application forms to be used are listed in the covered letter along with the contract forms associated with these riders.		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attachments: Actuarial Memorandum_411360 and 411361_Single.pdf Actuarial Memorandum_411360 and 411361_Joint.pdf Actuarial Memorandum_411362 and 411363_Single.pdf Actuarial Memorandum_411362 and 411363_Joint.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachments: Statement of Variability-Forms 411360-JT, 411360-SG, DPs.pdf Statement of Variability-Forms 411361-JT, 411361-SG, DPs.pdf Statement of Variability-Forms 411362-JT, 411362-SG, DPs.pdf Statement of Variability-Forms 411363-JT, 411363-SG, DPs.pdf		

SERFF Tracking Number: AEMN-127921160 State: Arkansas
Filing Company: RiverSource Life Insurance Company State Tracking Number: 50564
Company Tracking Number: 411360AR
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: 2012 GMWB
Project Name/Number: May 2012 Refresh/411360

Item Status: **Status Date:**

Satisfied - Item: Redline of Changes and Differences

Comments:

Attachments:

Comparison between Income Bonus and no Income Bonus - National.pdf
Comparison between Portfolio Stabilizer and Asset Allocation Program - National.pdf
Comparison between Single and Joint - National.pdf

Item Status: **Status Date:**

Satisfied - Item: Replaced forms list

Comments:

Attachment:

Replaced Forms List for AR.pdf

Item Status: **Status Date:**

Satisfied - Item: Redline of Amended 411260-JT
1/25/2012

Comments:

The amendment is on page 3 at the bottom of the first column.

Attachment:

411360-JT v2 redline.pdf

RiverSource Life Insurance Company
Statement of Variability
December 16, 2011

Rider Forms: 411360-SG, 411360-JT and state variations thereof

Specification Page Insert Forms: DP411360-SG, DP411360-JT and state variations thereof

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Rider Forms:

1. The rider marketing name is bracketed to indicate that the name may change.
2. The officer signature is bracketed to indicate that the name may change.
3. The bottom right corners are 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 1-12 for the months and the year, from 2012 to future years.

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4. 'John Doe' customer information is bracketed. John Doe items will change for any contract based on the owner's selection at time of application, the information printed is fixed at contract issue for the life of the contract unless the nature and parameters of a change are expressed in the rider.

	Current values	Range of possible values
5. Initial Annual Rider Fee - Single Life	1.10%	.10%-3.50%
6. Initial Annual Rider Fee - Joint Life	1.35%	.10%-3.50%
7. Maximum Annual Rider Fee -Single Life	2.00%	.10%-3.50%
8. Maximum Annual Rider Fee -Joint Life	2.50%	.10%-3.50%
9. Maximum BB, CB, WAB and PBG	\$10,000,000	\$1,000,000 - \$20,000,000
10. Adjustment Threshold	20%	5% - 100%
11. Maximum CB Date	Covered Person's 95th birthday, Owner's 95th birthday	Covered Person's/Owner's 50th - 100th birthday OR 10th Rider Anniversary - 30th Rider anniversary
12. Credit Period	10 contract years	1 – 25 contract years

	Current values	Range of possible values
13. Credit Period Dates	1 st through 10 th rider anniversaries after a Credit Period begins	Any dates or combination of dates between the first and 25th Rider Anniversary after a Credit Period begins
14. Annual Credit Percentage	6% years 1-10	1% to 50%
15. Age Bands	Four bands ranging from 50-80	1 to 6 bands ranging from 30 – 100
16. Minimum Lifetime Payment Percentage	3%, 4%, 5% 6%	2%-15%
17. Income Bonus	1%, 1%, 1%, 1%	0.25%-4%

18. "Approved Investment Options" variable subaccount names are bracketed to indicate that if additional investment options are available or if fund names change, we would change the available subaccounts or subaccount names for new issues.

RiverSource Life Insurance Company
Statement of Variability
December 16, 2011

Rider Forms: 411361-SG, 411361-JT and state variations thereof

Specification Page Insert Forms: DP411361-SG, DP411361-JT and state variations thereof

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Rider Forms:

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2. The officer signature is bracketed to indicate that the name may change.
3. The bottom right corners are 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 1-12 for the months and the year, from 2012 to future years.

Specification Page Forms: One of these forms will appear on the Contract Data page when the corresponding rider form is chosen at application or as an attachment if issued after the contract date. The values shown are the value we anticipate using when we begin to offer the new rider and the potential range for the values shown on the data page for new issues. The values may change based on the competitive or economic environment, product design, and mortality experience. They are not expected to change often. Also, multiple values within the stated range may be in effect for new issues at the same time based on the client issue age and corresponding pricing. The rider marketing name is bracketed to indicate that the name may change.

4. 'John Doe' customer information is bracketed. John Doe items will change for any contract based on the owner's selection at time of application, the information printed is fixed at contract issue for the life of the contract unless the nature and parameters of a change are expressed in the rider.

	Current values	Range of possible values
5. Initial Annual Rider Fee - Single Life	1.20%	.10%-3.50%
6. Initial Annual Rider Fee - Joint Life	1.45%	.10%-3.50%
7. Maximum Annual Rider Fee -Single Life	2.00%	.10%-3.50%
8. Maximum Annual Rider Fee -Joint Life	2.50%	.10%-3.50%
9. Maximum BB, CB, WAB and PBG	\$10,000,000	\$1,000,000 - \$20,000,000
10. Adjustment Threshold	20%	5% - 100%
11. Maximum CB Date	Covered Person's 95th birthday, Owner's 95th birthday	Covered Person's/Owner's 50th - 100th birthday OR 10th Rider Anniversary - 30th Rider anniversary
12. Credit Period	10 contract years	1 – 25 contract years

	Current values	Range of possible values
13. Credit Period Dates	1 st through 10 th rider anniversaries after a Credit Period begins	Any dates or combination of dates between the first and 25th Rider Anniversary after a Credit Period begins
14. Annual Credit Percentage	6% years 1-10	1% to 50%
15. Age Bands	Four bands ranging from 50-80	1 to 6 bands ranging from 30 – 100
16. Minimum Lifetime Payment Percentage	3%, 4%, 5% 6%	2%-15%
17. Income Bonus	1%, 1%, 1%, 1%	0.25%-4%
18. Target Investment Option	Moderate	Any available investment option that the company offers ranging from conservative to aggressive.
19. Number of Investment Option Changes Allowed Per Contract Year	2	1-25

20. "Specified Investment Options/Allocation Restrictions and Limitations" paragraph is bracketed to indicate that (1) if the restriction does not apply, this paragraph will not appear on the specification page form or (2) if additional investment options are available. Within the paragraph, the marketing name for the asset allocation program, and the fund of fund names may change. The portfolio fund names are bracketed to allow us to change the available portfolio funds for new issues. For example, we may not offer an Aggressive option at all times.

RiverSource Life Insurance Company
Statement of Variability
December 16, 2011

Rider Forms: 411362-SG, 411362-JT and state variations thereof

Specification Page Insert Forms: DP411362-SG, DP411362-JT and state variations thereof

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4. 'John Doe' customer information is bracketed. John Doe items will change for any contract based on the owner's selection at time of application, the information printed is fixed at contract issue for the life of the contract unless the nature and parameters of a change are expressed in the rider.

	Current values	Range of possible values
5. Initial Annual Rider Fee - Single Life	1.00%	.10%-3.50%
6. Initial Annual Rider Fee - Joint Life	1.25%	.10%-3.50%
7. Maximum Annual Rider Fee -Single Life	2.00%	.10%-3.50%
8. Maximum Annual Rider Fee -Joint Life	2.50%	.10%-3.50%
9. Maximum BB, CB and PBG	\$10,000,000	\$1,000,000 - \$20,000,000
10. Maximum CB Date	Covered Person's 95th birthday, Owner's 95th birthday	Covered Person's/Owner's 50th - 100th birthday OR 10th Rider Anniversary - 30th Rider anniversary
11. Credit Period	10 contract years	1 – 25 contract years
12. Credit Period Dates	1 st through 10 th rider anniversaries after a Credit Period begins	Any dates or combination of dates between the first and 25th Rider Anniversary after a Credit Period begins

	Current values	Range of possible values
13. Annual Credit Percentage	6% years 1-10	1% to 50%
14. Age Bands	Four bands ranging from 50-80	1 to 6 bands ranging from 30 – 100
15. Lifetime Payment Percentage	3%, 4%, 5% 6%	2%-15%

16. "Approved Investment Options" variable subaccount names are bracketed to indicate that if additional investment options are available or if fund names change, we would change the available subaccounts or subaccount names for new issues.

RiverSource Life Insurance Company
Statement of Variability
December 16, 2011

Rider Forms: 411363-SG, 411363-JT and state variations thereof

Specification Page Insert Forms: DP411363-SG, DP411363-JT and state variations thereof

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	Current values	Range of possible values
5. Initial Annual Rider Fee - Single Life	1.10%	.10%-3.50%
6. Initial Annual Rider Fee - Joint Life	1.35%	.10%-3.50%
7. Maximum Annual Rider Fee -Single Life	2.00%	.10%-3.50%
8. Maximum Annual Rider Fee -Joint Life	2.50%	.10%-3.50%
9. Maximum BB, CB and PBG	\$10,000,000	\$1,000,000 - \$20,000,000
10. Maximum CB Date	Covered Person's 95th birthday, Owner's 95th birthday	Covered Person's/Owner's 50th - 100th birthday OR 10th Rider Anniversary - 30th Rider anniversary
11. Credit Period	10 contract years	1 – 25 contract years

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16. Target Investment Option	Moderate	Any available investment option that the company offers ranging from conservative to aggressive.
17. Number of Investment Option Changes Allowed Per Contract Year	2	1-25

18. "Specified Investment Options/Allocation Restrictions and Limitations" paragraph is bracketed to indicate that (1) if the restriction does not apply, this paragraph will not appear on the specification page form or (2) if additional investment options are available. Within the paragraph, the marketing name for the asset allocation program, and the fund of fund names may change. The portfolio fund names are bracketed to allow us to change the available portfolio funds for new issues. For example, we may not offer an Aggressive option at all times.

Guaranteed Lifetime Withdrawal Benefit Rider Single Life

SecureSource Stages® Select Rider with Portfolio Stabilizer Funds

Deleted: Income Bonus/

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider shown under Contract Data. The Annual Rider Fee will be determined by the investment option(s) You select. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

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

Annual Credit, Credit Period

The Annual Credit is an amount that can be added to the Benefit Base on Rider Anniversaries during a Credit Period, subject to limitations. The duration of a Credit Period and Annual Credit percentages are shown under Contract Data. The Credit Period starts on the Rider Effective Date and will restart whenever there is an increase of the Benefit Base due to an Annual Step-Up on a Rider Anniversary, subject to limitations. The Rider Anniversary after the number of contract years shown is the last day of a Credit Period. See the Rider Anniversary Processing provision.

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the Covered Person has reached the youngest age in the first Age Band shown under Contract Data. The annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. You must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to Your age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

On each Rider Anniversary, You may receive an Annual Step-Up which will lock in gains by increasing the Benefit Base and/or the Principal Back Guarantee. If the Benefit Base increases due to an Annual Step-Up, a Credit Period will restart and, if You are eligible for a higher Age Band, the Lifetime Payment Percentage can increase.

Benefit Base (BB)

The Benefit Base is used to determine the Annual Lifetime Payment and the annual rider charge. The BB is separate from Your Contract Value and cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used to determine the Annual Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Person

The Covered Person is the person whose life is used to determine when the Annual Lifetime Payment is established and the duration of the ALP payments. The Covered Person is the oldest owner unless otherwise specified under Contract Data. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Person is the oldest Annuitant.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Lifetime Payment Percentage

The Lifetime Payment Percentage, shown under Contract Data, is used to calculate Your Annual Lifetime Payment. The percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that the total amount You or Your beneficiaries receive under the rider will not be less than purchase payments You have made, increased by Annual Step-ups, as long as You have not taken an Excess Withdrawal.

Deleted: Income Bonus¶

The Income Bonus may be added to the Minimum Lifetime Payment Percentage as described in the Lifetime Payment Percentage provision.¶

Deleted: It includes a Minimum Lifetime Payment Percentage and may include an additional Income Bonus, both shown under Contract Data.

Deleted: Each Age Band is associated with two components of your Lifetime Payment Percentage, a Minimum Lifetime Payment Percentage and a potential Income Bonus.

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Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that contract year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise shown under Contract Data.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. Your age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

As long as Your total Withdrawals during the current contract year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits will be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals and/or payments by Us over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if an Annual Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the later of (1) the Rider Effective Date if the Covered Person has reached the youngest age in the first Age Band, or (2) the date the Covered Person's Attained Age equals the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP, and is shown under Contract Data for each Age Band. The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is determined by the Covered Person's Attained Age.

Deleted: Withdrawal Adjustment Base (WAB)¶

The Withdrawal Adjustment Base is used to determine whether or not Income Bonus will be included in the Lifetime Payment Percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.¶

Deleted: The lifetime benefit amount can vary based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year, whether or not the Income Bonus is included in the Lifetime Payment Percentage is determined when the first Withdrawal is taken, and the lifetime benefit amount is fixed for the remainder of that contract year. ¶

Deleted: . The Minimum Lifetime Payment Percentage and the Income Bonus for each Age Band is shown under Contract Data. Throughout the remainder of this rider, Your Lifetime Payment Percentage will include the Minimum Lifetime Payment Percentage and may include an Income Bonus for a particular Age Band as determined by this provision.¶ **Age Band for the Lifetime Payment Percentage¶**

Deleted: 411360

2. On the Covered Person's subsequent birthdays

Except as noted below, if the Covered Person's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline an increase to the Annual Rider Fee or if a Withdrawal has been taken since the ALP was established, then the Age Band for the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

Rider Effective Date Values, Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

The BB and PBG will be increased by the amount of each additional purchase payment.

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, Annual Credits will not be added to the BB on the following Rider Anniversary.

The BB, CB and PBG can be adjusted, but they will not less than zero.

(A) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced. The proportional amount deducted is the "Adjustment for Withdrawal," calculated as follows:

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

- a = the amount of the Withdrawal
- b = the CB or BB (as applicable) on the date of (but prior to) the Withdrawal
- c = the Contract Value on the date of (but prior to) the Withdrawal.

The PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," substituting the PBG for the CB or BB.

(B) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB and CB do not change and the PBG is reduced by the amount of the Withdrawal.

(C) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur, and the BB and CB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \text{ where:}$$

- d = the amount of the Withdrawal minus the RALP
- e = the BB or CB (as applicable) on the date of (but prior to) the Withdrawal
- f = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

The PBG will be reduced by the greater of (1) the amount of the Withdrawal or (2) the RALP plus the Excess Withdrawal Processing amount calculated above, substituting the following for "e" in the formula: the PBG minus the RALP on the date of (but prior to) the Withdrawal.

Deleted: Income Bonus¶

The following determines whether or not the Income Bonus is included in the Lifetime Payment Percentage. ¶

A comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether the Income Bonus is included in the Lifetime Payment Percentage when calculating the ALP unless the percentage is fixed as described below. ¶

On each Valuation Date when the ALP is calculated, if the Benefit Determining Percentage calculated below is less than the Adjustment Threshold shown under Contract Data, then the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage plus the Income Bonus for Your current Age Band, both shown under Contract Data. Otherwise, the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage for Your current Age Band. ¶

The Benefit Determining Percentage is calculated as follows, but it will not be less than zero.¶

$$1 - \frac{(a/b)¶}{¶}$$

a = Contract Value at the end of the prior valuation period¶

b = WAB at the end of the prior valuation period¶

After the ALP is established, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.¶

However, at the earliest of (1), (2) or (3) below, the Lifetime Payment Percentage will be set and remain fixed as long as the benefit is payable.¶

(1) when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band, or¶

(2) when the Contract Value reduces to zero, or¶

(3) on the date of death when a death benefit is payable.¶

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage will be fixed at the following:

Deleted: WAB

Deleted: WAB,

Deleted: (B) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced using the "Adjustment for Withdrawal." ¶

Deleted: WAB,

Deleted: WAB

Deleted: C

Deleted: , WAB

Deleted: D

Deleted: WAB,

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Rider Anniversary Processing

The following describes how the BB, CB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries. If the Rider Anniversary falls on a Day that the New York Stock Exchange is closed, Rider Anniversary processing will occur on the next Day that the New York Stock Exchange is open for trading.

1. Annual Credits

If You did not take any Withdrawals during the prior contract year and You did not decline an increase to the Annual Rider Fee, an Annual Credit may be available.

(A) On the First Rider Anniversary of the Initial Credit Period

The Annual Credit equals the CB 180 days following the Rider Effective Date multiplied by the Annual Credit Percentage shown under Contract Data for the first Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB 180 days following the Rider Effective Date increased by the Annual Credit and any additional purchase payments since 180 days following the Rider Effective Date.

(B) On Any Other Rider Anniversary During a Credit Period

The Annual Credit equals the CB as of the prior Rider Anniversary multiplied by the Annual Credit Percentage associated with the current Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB on the prior Rider Anniversary increased by the Annual Credit and any additional purchase payments since the prior Rider Anniversary.

If the CB is greater than zero, the CB will be reset to zero on the last Rider Anniversary of a Credit Period after any adjustment to the BB, and there will be no additional Annual Credits unless the Credit Period restarts due to a Step-Up of the BB.

The CB will be permanently reset to zero on the later of: (A) Maximum CB Date shown under Contract Data or (B) the 10th Rider Anniversary.

2. Annual Step-Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline an increase to the Annual Rider Fee, Annual Step-ups will no longer be available.

The Annual Step-up will take place on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Annual Credit is added. If an Annual Step-up takes place, the PBG, BB, CB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Annual Credit is added under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.
- (C) The CB will be increased to the Contract Value and the Credit Period will restart, if there is an increase to BB due to a Step-up.
- (D) If the Covered Person's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

Deleted: WAB,

Deleted: The WAB will be set as follows:¶
(i) if no Withdrawals have been taken, the WAB will be set to the BB determined above, or¶
(ii) if any Withdrawals have been taken, the WAB will be set to the amount as calculated below:¶

$$\frac{a \times b}{c}$$
 where:¶

a = the WAB on the Rider Anniversary (but prior to Rider Anniversary processing)¶
b = the BB determined above ¶
c = the BB on the Rider Anniversary (but prior to Rider Anniversary processing) ¶

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Unless You decline an increase to the Annual Rider Fee, the WAB (after any increase during a Credit Period under item 1 above) will be increased to the Contract Value, if the Contract Value is greater. ¶

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the ALP, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

1. the ALP is established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing.

Investment Options and Limits

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider. The investment options available for asset allocation under the terms of this rider and Your initial investment selection(s) are shown under Contract Data. We reserve the right to add, remove or substitute approved investment options. If more than one fund is available, You may, by Written Request or other method agreed to by Us,

change Your choice of subaccounts or allocation percentages among those approved for the rider. We reserve the right to limit the number of transfers allowed each contract year. We also reserve the right to close or restrict any approved investment option, however the change may apply only to future purchase payments or transfers. You will be notified of any change to the investment options available.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline an increase to the Annual Rider Fee as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on any anniversary is less than four times the BB multiplied by the Lifetime Payment Percentage for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to approved investment options, allocation of purchase payments shall be determined by Your selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to approved investment options, transfer privileges granted under the contract are suspended other than:
(1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined

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to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value unless You specify otherwise.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Annual Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of the Covered Person.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of the Covered Person.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If a spouse chooses to continue the contract under the Spouse's Option to Continue Contract provision, the rider terminates.

Death Benefit Before the Annuitization Start Date

Under this provision in the contract, a death benefit is payable if any owner dies. If the contract is jointly owned and an owner dies when the Contract Value is greater than zero, the lifetime benefit for the Covered Person will cease whether or not the contract is continued under the Spouse's Option to Continue Contract provision.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- if the PBG is greater than zero, elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision which terminates the rider.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage will be paid annually until total payments to the beneficiary are equal to the PBG. The Lifetime Payment Percentage will be determined based on the youngest age in the first Age Band shown under Contract Data.

In (1) and (2) above:

- After the date of death, if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Annual Credits or Annual Step-ups.
- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

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Assignment and Change of Ownership

The rider will terminate if there is an assignment or a change of ownership unless the Covered Person remains the same and the new owner or assignee assumes total ownership of the contract and was an owner or the Covered Person before the change, or is a non-natural owner holding for the sole benefit of the prior owner (e.g., an individual ownership changed to a personal revocable trust).

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity

Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of the death of the Covered Person or depletion of the PBG. If You choose to receive the ALP, the amount payable each contract year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year. These annualized amounts will be paid in monthly installments until the later of the death of the Covered Person or depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee(s) associated with the approved investment option(s) are shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee for all approved investment options at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.

(A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:

- (i) all future Annual Step-ups,

- (ii) any ability to make additional purchase payments,
- (iii) any future Annual Credits, and the CB will be permanently reset to zero, and
- (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries.

- (B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. The Annual Rider Fee associated with a specified investment option may change at Our discretion. If You are invested in any investment option that has an increase in the associated Annual Rider Fee, Your Annual Rider Fee will increase.

If the rider fee changes during a contract year, We will calculate an average Annual Rider Fee, for that contract year only, that reflects the various different fees that were in effect for each investment option that contract year, adjusted for the number of Days each fee was in effect and the percentage of Contract Value allocated to each investment option.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

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Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, the rider will terminate.
2. Continuation of the contract under the Spouse's Option to Continue Contract provision will terminate the rider.
3. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
4. The rider will terminate on the Annuitization Start Date.
5. In relation to certain increases to the Annual Rider Fee as described in the Rider Charges provision, Your Written Request will terminate the rider.
6. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
7. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company


Secretary

Income Bonus

The following determines whether or not the Income Bonus is included in the Lifetime Payment Percentage.

A comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether the Income Bonus is included in the Lifetime Payment Percentage when calculating the ALP unless the percentage is fixed as described below.

On each Valuation Date when the ALP is calculated, if the Benefit Determining Percentage calculated below is less than the Adjustment Threshold shown under Contract Data, then the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage plus the Income Bonus for Your current Age Band, both shown under Contract Data. Otherwise, the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage for Your current Age Band.

The Benefit Determining Percentage is calculated as follows, but it will not be less than zero:

1 - (a/b)

- a** = Contract Value at the end of the prior valuation period
- b** = WAB at the end of the prior valuation period

After the ALP is established, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

However, at the earliest of (1), (2) or (3) below, the Lifetime Payment Percentage will be set and remain fixed as long as the benefit is payable:

- (1) when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to include the Income

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(B) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced using the "Adjustment for Withdrawal" calculation described above but substituting the CB or BB (as applicable) for the WAB.

Guaranteed Lifetime Withdrawal Benefit Rider Single Life

SecureSource Stages® Select Rider with Income Bonus/Asset Allocation Program

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This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments and Your Contract Value to an asset allocation program with various investment options based on risk classifications. The Annual Rider Fee may vary by the investment option You select. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available. Additional limitations may be imposed on the investment options available for selection as described in the Investment Options and Limits provision and Rider Charges provision.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

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

Annual Credit, Credit Period

The Annual Credit is an amount that can be added to the Benefit Base on Rider Anniversaries during a Credit Period, subject to limitations. The duration of a Credit Period and Annual Credit percentages are shown under Contract Data. The Credit Period starts on the Rider Effective Date and will restart whenever there is an increase of the Benefit Base due to an Annual Step-Up on a Rider Anniversary, subject to limitations. The Rider Anniversary after the number of contract years shown is the last day of a Credit Period. See the Rider Anniversary Processing provision.

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the Covered Person has reached the youngest age in the first Age Band shown under Contract Data. The annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with two components of your Lifetime Payment Percentage, a Minimum Lifetime Payment Percentage and a potential Income Bonus. You must be at least the youngest age

shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to Your age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

On each Rider Anniversary, You may receive an Annual Step-Up which will lock in gains by increasing the Benefit Base and/or the Principal Back Guarantee. If the Benefit Base increases due to an Annual Step-Up, a Credit Period will restart and, if You are eligible for a higher Age Band, the Lifetime Payment Percentage can increase.

Benefit Base (BB)

The Benefit Base is used to determine the Annual Lifetime Payment and the annual rider charge. The BB is separate from Your Contract Value and cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used to determine the Annual Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Person

The Covered Person is the person whose life is used to determine when the Annual Lifetime Payment is established and the duration of the ALP payments. The Covered Person is the oldest owner unless otherwise specified under Contract Data. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Person is the oldest Annuitant.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Income Bonus

The Income Bonus may be added to the Minimum Lifetime Payment Percentage as described in the Lifetime Payment Percentage provision.

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Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment. It includes a Minimum Lifetime Payment Percentage and may include an additional Income Bonus, both shown under Contract Data. The percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that the total amount You or Your beneficiaries receive under the rider will not be less than purchase payments You have made, increased by Annual Step-ups, as long as (1) You have not taken an Excess Withdrawal or (2) this benefit has not been reset due to certain investment option changes as described in the Asset Allocation Program Option provision.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that contract year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise shown under Contract Data.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is used to determine whether or not Income Bonus will be included in the Lifetime Payment Percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. Your age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

The lifetime benefit amount can vary based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year, whether or not the Income Bonus is included in the Lifetime Payment Percentage is determined when the first Withdrawal is taken, and the lifetime benefit amount is fixed for the remainder of that contract year.

As long as Your total Withdrawals during the current contract year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits will be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals and/or payments by Us over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if an Annual Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the later of (1) the Rider Effective Date if the Covered Person has reached the youngest age in the first Age Band, or (2) the date the Covered Person's Attained Age equals the youngest age in the first Age Band.

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When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. The Minimum Lifetime Payment Percentage and the Income Bonus for each Age Band is shown under Contract Data. Throughout the remainder of this rider, Your Lifetime Payment Percentage will include the Minimum Lifetime Payment Percentage and may include an Income Bonus for a particular Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is determined by the Covered Person's Attained Age.

2. On the Covered Person's subsequent birthdays

Except as noted below, if the Covered Person's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline an increase to the Annual Rider Fee or if a Withdrawal has been taken since the ALP was established, then the Age Band for the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

Income Bonus

The following determines whether or not the Income Bonus is included in the Lifetime Payment Percentage.

A comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether the Income Bonus is included in the Lifetime Payment Percentage when calculating the ALP unless the percentage is fixed as described below.

On each Valuation Date when the ALP is calculated, if the Benefit Determining Percentage calculated below is less than the Adjustment Threshold shown under Contract Data, then the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage plus the Income Bonus for Your current Age Band, both shown under Contract Data. Otherwise, the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage for Your current Age Band.

The Benefit Determining Percentage is calculated as follows, but it will not be less than zero:

1 - (a/b)

- a** = Contract Value at the end of the prior valuation period
- b** = WAB at the end of the prior valuation period

After the ALP is established, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

However, at the earliest of (1), (2) or (3) below, the Lifetime Payment Percentage will be set and remain fixed as long as the benefit is payable:

- (1) when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to include the Income Bonus if more favorable to You.

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Rider Effective Date Values, Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary,

the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

The BB, WAB and PBG will be increased by the amount of each additional purchase payment.

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, Annual Credits will not be added to the BB on the following Rider Anniversary.

The WAB, BB, CB and PBG can be adjusted, but they will not be less than zero.

(A) The WAB will be reduced by the same proportion that the Contract Value is reduced. The proportional amount deducted is the "Adjustment for Withdrawal," calculated as follows:

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

- a** = the amount of the Withdrawal
- b** = the WAB on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal.

(B) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced using the "Adjustment for Withdrawal" calculation described above but substituting the CB or BB (as applicable) for the WAB. The PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," substituting the PBG for the WAB.

(C) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB and CB do not change and the PBG is reduced by the amount of the Withdrawal.

(D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur, and the BB and CB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB or CB (as applicable) on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

The PBG will be reduced by the greater of (1) the amount of the Withdrawal or (2) the RALP plus the Excess Withdrawal Processing amount calculated above, substituting the following for "e" in the formula: the PBG minus the RALP on the date of (but prior to) the Withdrawal.

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Rider Anniversary Processing

The following describes how the WAB, BB, CB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries. If the Rider Anniversary falls on a Day that the New York Stock Exchange is closed, Rider Anniversary processing will occur on the next Day that the New York Stock Exchange is open for trading.

1. Annual Credits

If You did not take any Withdrawals during the prior contract year and You did not decline an increase to the Annual Rider Fee, an Annual Credit may be available.

(A) On the First Rider Anniversary of the Initial Credit Period

The Annual Credit equals the CB 180 days following the Rider Effective Date multiplied by the Annual Credit Percentage shown under Contract Data for the first Rider Anniversary.

The BB and WAB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB 180 days following the Rider Effective Date increased by the Annual Credit and any additional purchase payments since 180 days following the Rider Effective Date.

(B) On Any Other Rider Anniversary During a Credit Period

The Annual Credit equals the CB as of the prior Rider Anniversary multiplied by the Annual Credit Percentage associated with the current Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB on the prior Rider Anniversary increased by the Annual Credit and any additional purchase payments since the prior Rider Anniversary.

The WAB will be set as follows:

- (i) if no Withdrawals have been taken, the WAB will be set to the BB determined above, or
- (ii) if any Withdrawals have been taken, the WAB will be set to the amount as calculated below:

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

- a = the WAB on the Rider Anniversary (but prior to Rider Anniversary processing)
- b = the BB determined above
- c = the BB on the Rider Anniversary (but prior to Rider Anniversary processing)

If the CB is greater than zero, the CB will be reset to zero on the last Rider Anniversary of a Credit Period after any adjustment to the WAB and BB, and there will be no additional Annual Credits unless the Credit Period restarts due to a Step-Up of the BB.

The CB will be permanently reset to zero on the later of: (A) Maximum CB Date shown under Contract Data or (B) the 10th Rider Anniversary.

2. Annual Step-Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline an increase to the Annual Rider Fee, Annual Step-ups will no longer be available.

The Annual Step-up will take place on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Annual Credit is added. If an Annual Step-up takes place, the PBG, BB, CB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Annual Credit is added under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.
- (C) The CB will be increased to the Contract Value and the Credit Period will restart, if there is an increase to BB due to a Step-up.
- (D) If the Covered Person's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

3. The WAB on Rider Anniversaries

Unless You decline an increase to the Annual Rider Fee, the WAB (after any increase during a Credit Period under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.

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Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the ALP, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

1. the ALP is established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing.

Investment Options and Limits

This rider requires 100% allocation of purchase payments and Your Contract Value to an asset allocation program with various investment options based on risk classifications and the Special DCA Fixed Account. Your initial investment selection and available investment options are shown under Contract Data. You will be notified of any change to the investment options available. There may be a limitation of available options (1) based on the amount of the initial purchase payment We accept for Your contract or (2) if You decline any increase to the Annual Rider Fee as described in the Rider Charges provision.

We reserve the right to cancel required asset allocation to specified investment options for this rider after 30 days written notice. If specified investment options are not required, You may allocate Your Contract Value and additional purchase payments as provided in the contract.

Accumulation phases are periods of time (1) beginning on the Rider Effective Date and ending with Your first Withdrawal and (2) beginning with a benefit reset due to an investment option change as described in this provision and ending with any subsequent Withdrawal. During these accumulation phases, You can allocate Your Contract Value to any single available investment option for this rider. You may request to change Your investment allocation by Written Request or by another method agreed to by Us. You must transfer 100% of Your Contract Value and designate future purchase payments to one of the available investment options under the asset allocation program. The number of

elective investment option changes permitted per contract year is shown under Contract Data. Additionally, We reserve the right to limit the number of investment option changes permitted if required to comply with the written instructions of a fund.

Withdrawal phases are periods of time starting with Your first Withdrawal while You are in an accumulation phase and continuing until You reallocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification shown under Contract Data. If Your current investment option classification is more aggressive than the Target Investment Option Classification and if You take a Withdrawal, then We will reallocate Your Contract Value to an investment option with the Target Investment Option Classification immediately following a Withdrawal. We reserve the right to change the Target Investment Option Classification to an investment option classification that is more aggressive after 30 days written notice.

If You are in a withdrawal phase and if You choose to allocate Your Contract Value to an investment option that is more aggressive than the Target Investment Option Classification, You will be in the accumulation phase again. Your rider benefits will be reset when You choose the more aggressive investment option as follows:

1. the BB, PBG, WAB and CB, if greater than zero, will be reset to the Contract Value, if less than their current amount; and
2. the ALP and RALP, if available, will be recalculated.

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Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline an increase to the Annual Rider Fee as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on any anniversary is less than four times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to specified investment options, allocation of purchase payments shall be determined by Your investment selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to specified investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value. You cannot specify from which accounts and subaccounts the Withdrawal is to be taken.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Annual Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of the Covered Person.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of the Covered Person.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

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Spouse's Option to Continue Contract

If a spouse chooses to continue the contract under the Spouse's Option to Continue Contract provision, the rider terminates.

Death Benefit Before the Annuitization Start Date

Under this provision in the contract, a death benefit is payable if any owner dies. If the contract is jointly owned and an owner dies when the Contract Value is greater than zero, the lifetime benefit for the Covered Person will cease whether or not the contract is continued under the Spouse's Option to Continue Contract provision.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- if the PBG is greater than zero, elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision which terminates the rider.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage will be paid annually until total payments to the beneficiary are equal to the PBG. The Lifetime Payment Percentage and Income Bonus will be determined based on the youngest age in the first Age Band shown under Contract Data.

In (1) and (2) above:

- After the date of death, if the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Annual Credits or Annual Step-ups.
- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

Assignment and Change of Ownership

The rider will terminate if there is an assignment or a change of ownership unless the Covered Person remains the same and the new owner or assignee assumes total ownership of the contract and was an owner or the Covered Person before the change, or is a non-natural owner holding for the sole benefit of the prior owner (e.g., an individual ownership changed to a personal revocable trust).

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of the death of the Covered Person or depletion of the PBG. If You choose to receive the ALP, the amount payable each contract year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year. These annualized amounts will be paid in monthly installments until the later of the death of the Covered Person or depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

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Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee, associated with Your initial investment option, is shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.

(A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:

- (i) all future Annual Step-ups,
- (ii) any ability to make additional purchase payments,
- (iii) any future Annual Credits, and the CB will be permanently reset to zero, and
- (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries, and

(v) the ability to change Your investment option to one with a risk classification that is more aggressive than Your current investment option. Any change to a less aggressive investment option will further limit the investment options available to the then current and less aggressive investment options.

If You decline an increase to the Annual Rider Fee, the WAB will not be increased on Rider Anniversaries.

(B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. Your Annual Rider Fee may increase if You elect to change to an investment option with a more aggressive risk classification than Your current investment option and if the new investment option has a higher current Annual Rider Fee. The Annual Rider Fees associated with the available investment options may change at Our discretion, however these changes will not apply to this rider unless You change Your investment option to one with a more aggressive risk classification. The new fee will be in effect on the Valuation Date We receive Your Written Request to change Your investment option.

If the rider fee changes during a contract year, We will calculate an average Annual Rider Fee, for that contract year only, that reflects the various different fees that were in effect that contract year, adjusted for the number of Days each fee was in effect.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

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Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, the rider will terminate.
2. Continuation of the contract under the Spouse's Option to Continue Contract provision will terminate the rider.
3. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
4. The rider will terminate on the Annuitization Start Date.
5. In relation to certain increases to the Annual Rider Fee as described in the Rider Charges provision, Your Written Request will terminate the rider.
6. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
7. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company


Secretary

Guaranteed Lifetime Withdrawal Benefit Rider

Joint Life

SecureSource Stages® Select Rider with Income Bonus/Portfolio Stabilizer Funds

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider shown under Contract Data. The Annual Rider Fee will be determined by the investment option(s) You select. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

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

Annual Credit, Credit Period

The Annual Credit is an amount that can be added to the Benefit Base on Rider Anniversaries during a Credit Period, subject to limitations. The duration of a Credit Period and Annual Credit percentages are shown under Contract Data. The Credit Period starts on the Rider Effective Date and, subject to limitations, will restart (1) on a Rider Anniversary whenever there is an increase of the Benefit Base due to an Annual Step-Up or (2) on the following Rider Anniversary in the event of a Step-up of the Benefit Base under the Spouse's Option to Continue Contract provision. The Rider Anniversary after the number of contract years shown is the last day of a Credit Period. See the Rider Anniversary Processing provision.

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the younger Covered Spouse has reached the youngest age in the first Age Band shown under Contract Data. The annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with two components of your Lifetime Payment Percentage, a Minimum Lifetime Payment Percentage and a potential Income Bonus. The younger Covered Spouse must be

at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to the younger Covered Spouse's age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

On each Rider Anniversary, You may receive an Annual Step-Up which will lock in gains by increasing the Benefit Base and/or the Principal Back Guarantee. If the Benefit Base increases due to an Annual Step-Up, a Credit Period will restart and, if You are eligible for a higher Age Band, the Lifetime Payment Percentage can increase.

Benefit Base (BB)

The Benefit Base is used to determine the Annual Lifetime Payment and the annual rider charge. The BB is separate from Your Contract Value and cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used to determine the Annual Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Spouses

The Covered Spouses are established on the Rider Effective Date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse as defined under federal law, as named on the application and as shown under Contract Data for as long as the marriage is valid and in effect. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Spouses are the Annuitant and the legally married spouse of the Annuitant. After death or dissolution of marriage, the remaining Covered Spouse will be used when referring to the younger Covered Spouse.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Income Bonus

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The Income Bonus may be added to the Minimum Lifetime Payment Percentage as described in the Lifetime Payment Percentage provision.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment. It includes a Minimum Lifetime Payment Percentage and may include an additional Income Bonus, both shown under Contract Data. The percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that the total amount You or Your beneficiaries receive under the rider will not be less than purchase payments You have made, increased by Annual Step-ups, as long as You have not taken an Excess Withdrawal.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that contract year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise shown under Contract Data.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is used to determine whether or not Income Bonus will be included in the Lifetime Payment Percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. ~~The younger Covered Spouse's~~ age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

The lifetime benefit amount can vary based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year, whether or not the Income Bonus is included in the Lifetime Payment Percentage is determined when the first Withdrawal is taken, and the lifetime benefit amount is fixed for the remainder of that contract year.

As long as Your total Withdrawals during the current contract year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits will be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender

value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, ~~increased by Annual Step-ups,~~ through Withdrawals and/or payments by Us over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if an Annual Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

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Annual Lifetime Payment (ALP)

The ALP is established on the earliest of the following dates:

- the Rider Effective Date if the **younger** Covered Spouse has **already** reached the youngest age in the first Age Band.
- the date the **younger** Covered Spouse's Attained Age equals the youngest age in the first Age Band.
- upon the first death of a Covered Spouse, then
 - the date we receive a Written Request when the death benefit is not payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - the date spousal continuation is effective when the death benefit is payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - the date the surviving Covered Spouse reaches the youngest age in the first Age Band.
- Following dissolution of marriage of the Covered Spouses,
 - the date we receive a Written Request if the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) has already reached the youngest age in the first Age Band, or
 - the date the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) reaches the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. The Minimum Lifetime Payment Percentage and the Income Bonus for each Age Band is shown under Contract-Data. Throughout the remainder of this rider, Your Lifetime Payment Percentage will include the Minimum Lifetime Payment Percentage and may include an Income Bonus for a particular Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

- When the ALP is established**

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is determined by the **younger** Covered Spouse's Attained Age.
- On the **younger** Covered Spouse's subsequent birthdays**

Except as noted below, if the **younger** Covered Spouse's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline an increase to the Annual Rider Fee or if a Withdrawal has been taken since the ALP was established, then the Age Band for the Lifetime Payment Percentage will not change on subsequent birthdays.

- Upon Annual Step-Ups as described in the Rider Anniversary Processing provision**

4. Upon death or change in marital status

In the event of death or dissolution of marriage:

(A) If no Withdrawal has been taken since the ALP was established and if an increase to the Annual Rider Fee has not been declined, the Lifetime Payment Percentage will be reset based on the Age Band for the remaining Covered Spouse's Attained Age.

(B) If the ALP is not established but the remaining Covered Spouse has reached the youngest age in the first Age Band, the remaining Covered Spouse's Attained Age will be used to determine the Age Band for the Lifetime Payment Percentage.

In the event of remarriage of the Covered Spouses to each other, the Lifetime Payment Percentage used is the percentage for the younger Covered Spouse's Attained Age.

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Income Bonus

The following determines whether or not the Income Bonus is included in the Lifetime Payment Percentage.

A comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether the Income Bonus is included in the Lifetime Payment Percentage when calculating the ALP unless the percentage is fixed as described below.

On each Valuation Date when the ALP is calculated, if the Benefit Determining Percentage calculated below is less than the Adjustment Threshold shown under Contract Data, then the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage plus the Income Bonus for Your current Age Band, both shown under Contract Data. Otherwise, the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage for Your current Age Band.

The Benefit Determining Percentage is calculated as follows, but it will not be less than zero:

1 - (a/b)

a = Contract Value at the end of the prior valuation period

b = WAB at the end of the prior valuation period

After the ALP is established, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

However, at the earliest of (1), (2) or (3) below, the Lifetime Payment Percentage will be set and remain fixed as long as the benefit is payable:

- (1) when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the remaining Covered Spouse's date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to include the Income Bonus if more favorable to You.

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Rider Effective Date Values, Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

The BB, WAB and PBG will be increased by the amount of each additional purchase payment.

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, Annual Credits will not be added to the BB on the following Rider Anniversary.

The WAB, BB, CB and PBG can be adjusted, but they will not less than zero.

(A) The WAB will be reduced by the same proportion that the Contract Value is reduced. The proportional amount deducted is the "Adjustment for Withdrawal," calculated as follows:

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

- a** = the amount of the Withdrawal
- b** = the WAB on the date of (but prior to) the Withdrawal

c = the Contract Value on the date of (but prior to) the Withdrawal.

- (B) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced using the "Adjustment for Withdrawal" calculation described above but substituting the CB or BB (as applicable) for the WAB. The PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," substituting the PBG for the WAB.
- (C) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB and CB do not change and the PBG is reduced by the amount of the Withdrawal.
- (D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur, and the BB and CB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB or CB (as applicable) on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

The PBG will be reduced by the greater of (1) the amount of the Withdrawal or (2) the RALP plus the Excess Withdrawal Processing amount calculated above, substituting the following for "e" in the formula: the PBG on the date of (but prior to) the Withdrawal minus the RALP.

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Rider Anniversary Processing

The following describes how the WAB, BB, CB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries. If the Rider Anniversary falls on a Day that the New York Stock Exchange is closed, Rider Anniversary processing will occur on the next Day that the New York Stock Exchange is open for trading.

1. Annual Credits

If You did not take any Withdrawals during the prior contract year and You did not decline an increase to the Annual Rider Fee, an Annual Credit may be available.

(A) On the First Rider Anniversary of the Initial Credit Period

The Annual Credit equals the CB 180 days following the Rider Effective Date multiplied by the Annual Credit Percentage shown under Contract Data for the first Rider Anniversary.

The BB and WAB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB 180 days following the Rider Effective Date increased by the Annual Credit and any additional purchase payments since 180 days following the Rider Effective Date.

(B) On Any Other Rider Anniversary During a Credit Period

The Annual Credit equals the CB as of the prior Rider Anniversary multiplied by the Annual Credit Percentage associated with the current Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB on the prior Rider Anniversary increased by the Annual Credit and any additional purchase payments since the prior Rider Anniversary.

The WAB will be set as follows:

- (i) if no Withdrawals have been taken, the WAB will be set to the BB determined above, or
- (ii) if any Withdrawals have been taken, the WAB will be set to the amount as calculated below:

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

- a = the WAB on the Rider Anniversary (but prior to Rider Anniversary processing)
- b = the BB determined above
- c = the BB on the Rider Anniversary (but prior to Rider Anniversary processing)

If the CB is greater than zero, the CB will be reset to zero on the last Rider Anniversary of a Credit Period after any adjustment to the WAB and BB, and there will be no additional Annual Credits unless the Credit Period restarts due to a Step-Up of the BB.

The CB will be permanently reset to zero on the later of: (A) Maximum CB Date shown under Contract Data or (B) the 10th Rider Anniversary.

2. Annual Step-Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline an increase to the Annual Rider Fee, Annual Step-ups will no longer be available.

The Annual Step-up will take place on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Annual Credit is added. If an Annual Step-up takes place, the PBG, BB, CB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Annual Credit is added under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.
- (C) The CB will be increased to the Contract Value and the Credit Period will restart, if there is an increase to BB due to a Step-up.
- (D) If the ~~younger~~ Covered ~~Spouse's~~ Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

3. The WAB on Rider Anniversaries

Unless You decline an increase to the Annual Rider Fee, the WAB (after any increase during a Credit Period under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.

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Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the ALP, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided:

1. the ALP is established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing.

Investment Options and Limits

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider. The investment options available for asset allocation under the terms of this rider and Your initial investment selection(s) are shown under Contract Data. We reserve the right to add, remove or substitute approved investment options. If more than one fund is available, You may, by Written Request or other method agreed to by Us,

change Your choice of subaccounts or allocation percentages among those approved for the rider. We reserve the right to limit the number of transfers allowed each contract year. We also reserve the right to close or restrict any approved investment option, however the change may apply only to future purchase payments or transfers. You will be notified of any change to the investment options available.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline an increase to the Annual Rider Fee as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on any anniversary is less than four times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to approved investment options, allocation of purchase payments shall be determined by Your selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to approved investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value unless You specify otherwise.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Annual Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of both Covered Spouses.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of both Covered Spouses.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
- We will no longer accept additional purchase payments.
- No more charges will be collected for the rider.
- The current ALP is fixed for as long as payments are made.
- The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a

Withdrawal, this rider and the contract will terminate.

4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If the surviving spouse is a Covered Spouse and chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract.
2. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.
3. At the time of spousal continuation, a Step-up may be available. If the spousal continuation Step-up is processed, the Step-up date is the Valuation Date spousal continuation is effective. All Annual Step-up rules also apply to the spousal continuation Step-up, except that (1) the RALP will be calculated as the ALP after the Step-up less all prior Withdrawals made during the current contract year, but it will not be less than zero, and (2) the Credit Period will restart on the following Rider Anniversary. The WAB, if greater than zero, will be increased to the Contract Value, if the Contract Value is greater.

Death Benefit Before the Annuitization Start Date

If the death benefit becomes payable at the death of a Covered Spouse, the surviving Covered Spouse must utilize the spousal continuation provision to continue the lifetime benefit. If spousal continuation is not available under the terms of the contract, the rider terminates.

The lifetime benefit of this rider ends at the death of the surviving Covered Spouse. If the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Annual Credits or Annual Step-ups.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- if the PBG is greater than zero, elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision above.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

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1. If the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage will be paid annually until total payments to the beneficiary are equal to the PBG. The Lifetime Payment Percentage and Income Bonus will be determined based on the youngest age in the first Age Band shown under Contract Data.

In (1) and (2) above:

- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

Assignment and Change of Ownership

In order to maintain the joint life benefit, the surviving Covered Spouse must be able to continue the contract under the Spouse's Option to Continue Contract provision. Therefore, only ownership arrangements that permit such continuation are allowed at rider issue.

If the owner is a natural person, only the Covered Spouses can be owners. If there is a non-natural or revocable trust owner, one of the Covered Spouses must be the Annuitant. The rider will terminate if there is an assignment or a change of ownership unless the new owner or assignee assumes total ownership of

the contract and was an owner or a Covered Spouse before the change, or is a non-natural owner holding for the sole benefit of the prior owner (e.g., an individual ownership changed to a personal revocable trust).

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If You choose to receive the ALP, the amount payable each contract year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year. These annualized amounts will be paid in monthly installments until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

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Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee(s) associated with the approved investment option(s) are shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee for all approved investment options at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.
 - (A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:
 - (i) all future Annual Step-ups and spousal continuation Step-ups,
 - (ii) any ability to make additional purchase payments,
 - (iii) any future Annual Credits, and the CB will be permanently reset to zero, and

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(iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries.

If You decline an increase to the Annual Rider Fee, the WAB will not be increased on Rider Anniversaries.

(B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. The Annual Rider Fee associated with a specified investment option may change at Our discretion. If

You are invested in any investment option that has an increase in the associated Annual Rider Fee, Your Annual Rider Fee will increase.

If the rider fee changes during a contract year, We will calculate an average Annual Rider Fee, for that contract year only, that reflects the various different fees that were in effect for each investment option that contract year, adjusted for the number of Days each fee was in effect and the percentage of Contract Value allocated to each investment option.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, ~~continuation~~ of the contract ~~by anyone other than a Covered Spouse will terminate the rider. However, if the Covered Spouse continues the contract as an Inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan under the Code, the rider will terminate.~~

~~2. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.~~

~~3. The rider will terminate on the Annuitization Start Date.~~

~~4. In relation to certain increases to the Annual Rider Fee as described in the Rider Charges provision, Your Written Request will terminate the rider.~~

~~5. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.~~

~~6. Termination of the contract for any reason will terminate the rider.~~

RiverSource Life Insurance Company


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Replaced Forms List

The following forms are replaced by the submitted forms.

Form #	State	Product/Title	Status	Action Date	State File #
DP411296-SG	AR	SecureSource Stages 2 SG Rider datapage insert	Approved	12/07/2009	44231
DP411296-JT	AR	SecureSource Stages 2 JT Rider datapage insert	Approved	12/07/2009	44231
411296-JT	AR	SecureSource Stages 2 JT Rider	Approved	12/07/2009	44231
411296-SG	AR	SecureSource Stages 2 SG Rider	Approved	12/07/2009	44231

Guaranteed Lifetime Withdrawal Benefit Rider

Joint Life

1 **SecureSource Stages® Select** Rider with Income Bonus **1** **Portfolio Stabilizer Funds**

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider shown under Contract Data. The Annual Rider Fee will be determined by the investment option(s) You select. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

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

Annual Credit, Credit Period

The Annual Credit is an amount that can be added to the Benefit Base on Rider Anniversaries during a Credit Period, subject to limitations. The duration of a Credit Period and Annual Credit percentages are shown under Contract Data. The Credit Period starts on the Rider Effective Date and, subject to limitations, will restart (1) on a Rider Anniversary whenever there is an increase of the Benefit Base due to an Annual Step-Up or (2) on the following Rider Anniversary in the event of a Step-up of the Benefit Base under the Spouse's Option to Continue Contract provision. The Rider Anniversary after the number of contract years shown is the last day of a Credit Period. See the Rider Anniversary Processing provision.

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the younger Covered Spouse has reached the youngest age in the first Age Band shown under Contract Data. The annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with two components of your Lifetime Payment Percentage, a Minimum Lifetime Payment Percentage and a potential Income Bonus. The younger Covered Spouse must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to the younger Covered Spouse's age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

On each Rider Anniversary, You may receive an Annual Step-Up which will lock in gains by increasing the Benefit Base and/or the Principal Back Guarantee. If the Benefit Base increases due to an Annual Step-Up, a Credit Period will restart and, if You are eligible for a higher Age Band, the Lifetime Payment Percentage can increase.

Benefit Base (BB)

The Benefit Base is used to determine the Annual Lifetime Payment and the annual rider charge. The BB is separate from Your Contract Value and cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used to determine the Annual Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Spouses

The Covered Spouses are established on the Rider Effective Date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse as defined under federal law, as named on the application and as shown under Contract Data for as long as the marriage is valid and in effect. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Spouses are the Annuitant and the legally married spouse of the Annuitant. After death or dissolution of marriage, the remaining Covered Spouse will be used when referring to the younger Covered Spouse.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Income Bonus

The Income Bonus may be added to the Minimum Lifetime Payment Percentage as described in the Lifetime Payment Percentage provision.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment. It includes a Minimum Lifetime Payment Percentage and may include an additional Income Bonus, both shown under Contract Data. The percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that the total amount You or Your beneficiaries receive under the rider will not be less than purchase payments You have made, increased by Annual Step-ups, as long as You have not taken an Excess Withdrawal.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that contract year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise shown under Contract Data.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is used to determine whether or not Income Bonus will be included in the Lifetime Payment Percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. The younger Covered Spouse's age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

The lifetime benefit amount can vary based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year, whether or not the Income Bonus is included in the Lifetime Payment Percentage is determined when the first Withdrawal is taken, and the lifetime benefit amount is fixed for the remainder of that contract year.

As long as Your total Withdrawals during the current contract year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits will be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals and/or payments by Us over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if an Annual Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the earliest of the following dates:

1. the Rider Effective Date if the younger Covered Spouse has already reached the youngest age in the first Age Band.
2. the date the younger Covered Spouse's Attained Age equals the youngest age in the first Age Band.
3. upon the first death of a Covered Spouse, then
 - (A) the date we receive a Written Request when the death benefit is not payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (B) the date spousal continuation is effective when the death benefit is payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (C) the date the surviving Covered Spouse reaches the youngest age in the first Age Band.

4. Following dissolution of marriage of the Covered Spouses,
- (A) the date we receive a Written Request if the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) has already reached the youngest age in the first Age Band, or
 - (B) the date the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) reaches the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. The Minimum Lifetime Payment Percentage and the Income Bonus for each Age Band is shown under Contract Data. Throughout the remainder of this rider, Your Lifetime Payment Percentage will include the Minimum Lifetime Payment Percentage and may include an Income Bonus for a particular Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is determined by the younger Covered Spouse's Attained Age.

2. On the younger Covered Spouse's subsequent birthdays

Except as noted below, if the younger Covered Spouse's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline an increase to the Annual Rider Fee or if a Withdrawal has been taken since the ALP was established, then the Age Band for the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

4. Upon death or change in marital status

In the event of death or dissolution of marriage:

- (A) If no Withdrawal has been taken since the ALP was established and if an increase to the Annual

Rider Fee has not been declined, the Lifetime Payment Percentage will be reset based on the Age Band for the remaining Covered Spouse's Attained Age.

- (B) If the ALP is not established but the remaining Covered Spouse has reached the youngest age in the first Age Band, the remaining Covered Spouse's Attained Age will be used to determine the Age Band for the Lifetime Payment Percentage.

In the event of remarriage of the Covered Spouses to each other, the Lifetime Payment Percentage used is the percentage for the younger Covered Spouse's Attained Age.

Income Bonus

The following determines whether or not the Income Bonus is included in the Lifetime Payment Percentage.

A comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether the Income Bonus is included in the Lifetime Payment Percentage when calculating the ALP unless the percentage is fixed as described below.

On each Valuation Date when the ALP is calculated, if the Benefit Determining Percentage calculated below is less than the Adjustment Threshold shown under Contract Data, then the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage plus the Income Bonus for Your current Age Band, both shown under Contract Data. Otherwise, the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage for Your current Age Band.

The Benefit Determining Percentage is calculated as follows, but it will not be less than zero:

1 - (a/b)

- a = Contract Value at the end of the prior valuation period
- b = WAB at the end of the prior valuation period

After the ALP is established, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

However, at the earliest of (1), (2) or (3) below, the Lifetime Payment Percentage will be set and remain fixed as long as the benefit is payable:

- (1) when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the remaining Covered Spouse's date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to include the Income Bonus if more favorable to You.

Rider Effective Date Values, Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

The BB, WAB and PBG will be increased by the amount of each additional purchase payment.

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, Annual Credits will not be added to the BB on the following Rider Anniversary.

The WAB, BB, CB and PBG can be adjusted, but they will not less than zero.

(A) The WAB will be reduced by the same proportion that the Contract Value is reduced. The proportional amount deducted is the "Adjustment for Withdrawal," calculated as follows:

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

- a** = the amount of the Withdrawal
- b** = the WAB on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal.

(B) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced using the "Adjustment for Withdrawal" calculation described above but substituting the CB or BB (as applicable) for the WAB. The PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," substituting the PBG for the WAB.

(C) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB and CB do not change and the PBG is reduced by the amount of the Withdrawal.

(D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur, and the BB and CB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB or CB (as applicable) on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

The PBG will be reduced by the greater of (1) the amount of the Withdrawal or (2) the RALP plus the Excess Withdrawal Processing amount calculated above, substituting the following for "e" in the formula: the PBG minus the RALP on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the WAB, BB, CB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries. If the Rider Anniversary falls on a Day that the New York Stock Exchange is closed, Rider Anniversary processing will occur on the next Day that the New York Stock Exchange is open for trading.

1. Annual Credits

If You did not take any Withdrawals during the prior contract year and You did not decline an increase to the Annual Rider Fee, an Annual Credit may be available.

(A) On the First Rider Anniversary of the Initial Credit Period

The Annual Credit equals the CB 180 days following the Rider Effective Date multiplied by the Annual Credit Percentage shown under Contract Data for the first Rider Anniversary.

The BB and WAB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB 180 days following the Rider Effective Date increased by the Annual Credit and any additional purchase payments since 180 days following the Rider Effective Date.

(B) On Any Other Rider Anniversary During a Credit Period

The Annual Credit equals the CB as of the prior Rider Anniversary multiplied by the Annual Credit Percentage associated with the current Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB on the prior Rider Anniversary increased by the Annual Credit and any additional purchase payments since the prior Rider Anniversary.

The WAB will be set as follows:

- (i) if no Withdrawals have been taken, the WAB will be set to the BB determined above, or
- (ii) if any Withdrawals have been taken, the WAB will be set to the amount as calculated below:

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

- a = the WAB on the Rider Anniversary (but prior to Rider Anniversary processing)
- b = the BB determined above
- c = the BB on the Rider Anniversary (but prior to Rider Anniversary processing)

If the CB is greater than zero, the CB will be reset to zero on the last Rider Anniversary of a Credit Period after any adjustment to the WAB and BB, and there will be no additional Annual Credits unless the Credit Period restarts due to a Step-Up of the BB.

The CB will be permanently reset to zero on the later of: (A) Maximum CB Date shown under Contract Data or (B) the 10th Rider Anniversary.

2. Annual Step-Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline an increase to the Annual Rider Fee, Annual Step-ups will no longer be available.

The Annual Step-up will take place on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Annual Credit is added. If an Annual Step-up takes place, the PBG, BB, CB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Annual Credit is added under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.
- (C) The CB will be increased to the Contract Value and the Credit Period will restart, if there is an increase to BB due to a Step-up.
- (D) If the younger Covered Spouse's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

3. The WAB on Rider Anniversaries

Unless You decline an increase to the Annual Rider Fee, the WAB (after any increase during a Credit Period under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the ALP, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided

1. the ALP is established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing.

Investment Options and Limits

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider. The investment options available for asset allocation under the terms of this rider and Your initial investment selection(s) are shown under Contract Data. We reserve the right to add, remove or substitute approved investment options. If more than one fund is available, You may, by Written Request or other method agreed to by Us, change Your

choice of subaccounts or allocation percentages among those approved for the rider. We reserve the right to limit the number of transfers allowed each contract year. We also reserve the right to close or restrict any approved investment option, however the change may apply only to future purchase payments or transfers. You will be notified of any change to the investment options available.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline an increase to the Annual Rider Fee as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on any anniversary is less than four times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to approved investment options, allocation of purchase payments shall be determined by Your selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to approved investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value unless You specify otherwise.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Annual Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of both Covered Spouses.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of both Covered Spouses.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If the surviving spouse is a Covered Spouse and chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract.

2. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.
3. At the time of spousal continuation, a Step-up may be available. If the spousal continuation Step-up is processed, the Step-up date is the Valuation Date spousal continuation is effective. All Annual Step-up rules also apply to the spousal continuation Step-up, except that (1) the RALP will be calculated as the ALP after the Step-up less all prior Withdrawals made during the current contract year, but it will not be less than zero, and (2) the Credit Period will restart on the following Rider Anniversary. The WAB, if greater than zero, will be increased to the Contract Value, if the Contract Value is greater.

Death Benefit Before the Annuitization Start Date

If the death benefit becomes payable at the death of a Covered Spouse, the surviving Covered Spouse must utilize the spousal continuation provision to continue the lifetime benefit. If spousal continuation is not available under the terms of the contract, the rider terminates.

The lifetime benefit of this rider ends at the death of the surviving Covered Spouse. If the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Annual Credits or Annual Step-ups.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- if the PBG is greater than zero, elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision above.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage will be paid annually until total payments to the beneficiary are equal to the PBG. The Lifetime Payment Percentage and Income Bonus will be determined based on the youngest age in the first Age Band shown under Contract Data.

In (1) and (2) above:

- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

Assignment and Change of Ownership

In order to maintain the joint life benefit, the surviving Covered Spouse must be able to continue the contract under the Spouse's Option to Continue Contract provision. Therefore, only ownership arrangements that permit such continuation are allowed at rider issue.

If the owner is a natural person, only the Covered Spouses can be owners. If there is a non-natural or revocable trust owner, one of the Covered Spouses must be the Annuitant. The rider will terminate if there is an assignment or a change of ownership unless the new owner or assignee assumes total ownership of the contract and was an owner or a Covered Spouse before the change, or is a non-natural owner holding for the sole benefit of the prior owner (e.g., an individual ownership changed to a personal revocable trust).

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout

option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If You choose to receive the ALP, the amount payable each contract year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year. These annualized amounts will be paid in monthly installments until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee(s) associated with the approved investment option(s) are shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee for all approved investment options at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.

(A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:

- (i) all future Annual Step-ups and spousal continuation Step-ups,
- (ii) any ability to make additional purchase payments,

(iii) any future Annual Credits, and the CB will be permanently reset to zero, and

(iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries.

If You decline an increase to the Annual Rider Fee, the WAB will not be increased on Rider Anniversaries.

(B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. The Annual Rider Fee associated with a specified investment option may change at Our discretion. If You are invested in any investment option that has an increase in the associated Annual Rider Fee, Your Annual Rider Fee will increase.

If the rider fee changes during a contract year, We will calculate an average Annual Rider Fee, for that contract year only, that reflects the various different fees that were in effect for each investment option that contract year, adjusted for the number of Days each fee was in effect and the percentage of Contract Value allocated to each investment option.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, continuation of the contract by anyone other than a Covered Spouse will terminate the rider. However, if the Covered Spouse continues the contract as an Inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan under the Code, the rider will terminate.
2. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
3. The rider will terminate on the Annuitization Start Date.

2

4. In relation to certain increases to the Annual Rider Fee as described in the Rider Charges provision, Your Written Request will terminate the rider.
5. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
6. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company



Secretary

SERFF Tracking Number: AEMN-127921160 State: Arkansas
 Filing Company: RiverSource Life Insurance Company State Tracking Number: 50564
 Company Tracking Number: 411360AR
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: 2012 GMWB
 Project Name/Number: May 2012 Refresh/411360

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/27/2011	Form	Withdrawal Benefit with Income Bonus/Approved Investments-Joint Life	01/25/2012	411360-JT.pdf (Superceded)

Guaranteed Lifetime Withdrawal Benefit Rider

Joint Life

1 **SecureSource Stages® Select** Rider with Income Bonus **1** **Portfolio Stabilizer Funds**

This rider is made a part of the contract to which it is attached. Except where this rider provides otherwise, it is subject to all of the conditions and limitations of the contract.

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider shown under Contract Data. The Annual Rider Fee will be determined by the investment option(s) You select. Your initial investment options and investment selection are shown under Contract Data. You will be notified of any change to the investment options available.

Excess Withdrawals may reduce benefits by more than the dollar amount of the Withdrawals.

The additional charge for this rider is described in the Rider Charges provision.

Definitions

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

Annual Credit, Credit Period

The Annual Credit is an amount that can be added to the Benefit Base on Rider Anniversaries during a Credit Period, subject to limitations. The duration of a Credit Period and Annual Credit percentages are shown under Contract Data. The Credit Period starts on the Rider Effective Date and, subject to limitations, will restart (1) on a Rider Anniversary whenever there is an increase of the Benefit Base due to an Annual Step-Up or (2) on the following Rider Anniversary in the event of a Step-up of the Benefit Base under the Spouse's Option to Continue Contract provision. The Rider Anniversary after the number of contract years shown is the last day of a Credit Period. See the Rider Anniversary Processing provision.

Annual Lifetime Payment (ALP)

The Annual Lifetime Payment is the lifetime benefit amount available each contract year after the younger Covered Spouse has reached the youngest age in the first Age Band shown under Contract Data. The annual Withdrawal amount guaranteed by the rider can vary each contract year.

Age Bands

Age Bands are the age ranges shown under Contract Data. Each Age Band is associated with two components of your Lifetime Payment Percentage, a Minimum Lifetime Payment Percentage and a potential Income Bonus. The younger Covered Spouse must be at least the youngest age shown in the first Age Band for the Annual Lifetime Payment to be established. After the ALP is established, in addition to the younger Covered Spouse's age, other factors determine when You move to a higher Age Band as described in the Lifetime Payment Percentage provision.

Annual Step-Up

On each Rider Anniversary, You may receive an Annual Step-Up which will lock in gains by increasing the Benefit Base and/or the Principal Back Guarantee. If the Benefit Base increases due to an Annual Step-Up, a Credit Period will restart and, if You are eligible for a higher Age Band, the Lifetime Payment Percentage can increase.

Benefit Base (BB)

The Benefit Base is used to determine the Annual Lifetime Payment and the annual rider charge. The BB is separate from Your Contract Value and cannot be withdrawn in a lump sum or annuitized and is not payable as a death benefit.

Credit Base (CB)

The Credit Base is used to determine the Annual Credit. The CB cannot be withdrawn or annuitized and is not payable as a death benefit.

Covered Spouses

The Covered Spouses are established on the Rider Effective Date and cannot be changed. The Covered Spouses are the owner and the owner's legally married spouse as defined under federal law, as named on the application and as shown under Contract Data for as long as the marriage is valid and in effect. If any Owner is a non-natural person (e.g., an irrevocable trust or corporation) or a revocable trust, the Covered Spouses are the Annuitant and the legally married spouse of the Annuitant. After death or dissolution of marriage, the remaining Covered Spouse will be used when referring to the younger Covered Spouse.

Excess Withdrawal

An Excess Withdrawal is (1) a Withdrawal taken before the ALP is established or (2) a Withdrawal that is greater than the Remaining Annual Lifetime Payment.

Excess Withdrawal Processing

Excess Withdrawal Processing reduces benefits under this rider if a Withdrawal is taken before the Annual Lifetime Payment is established or if a Withdrawal exceeds the Remaining Annual Lifetime Payment.

Income Bonus

The Income Bonus may be added to the Minimum Lifetime Payment Percentage as described in the Lifetime Payment Percentage provision.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate Your Annual Lifetime Payment. It includes a Minimum Lifetime Payment Percentage and may include an additional Income Bonus, both shown under Contract Data. The percentage used can vary as described in the Lifetime Payment Percentage provision.

Principal Back Guarantee (PBG)

The Principal Back Guarantee is a guarantee that the total amount You or Your beneficiaries receive under the rider will not be less than purchase payments You have made, increased by Annual Step-ups, as long as You have not taken an Excess Withdrawal.

Remaining Annual Lifetime Payment (RALP)

As You take Withdrawals during a contract year, the remaining amount that the rider guarantees will be available for Withdrawal that contract year is reduced. After the ALP is established, the Remaining Annual Lifetime Payment is the guaranteed amount that can be withdrawn during the remainder of the current contract year.

Rider Anniversary

Your Rider Anniversary is the same date as Your Contract Anniversary unless the rider is issued after the Contract Date. It is the same day and month as the Rider Effective Date each year that the rider remains in force.

Rider Effective Date

This rider is effective as of the Contract Date of this contract unless otherwise shown under Contract Data.

Withdrawal

For purposes of this rider, the term "Withdrawal" is equal to the term "surrender" in Your contract and any other riders, and the amount of a Withdrawal is the amount by which Your Contract Value is reduced as a result of Your surrender request. It may differ from the amount of Your request due to any surrender charge and any market value adjustment.

Withdrawal Adjustment Base (WAB)

The Withdrawal Adjustment Base is used to determine whether or not Income Bonus will be included in the Lifetime Payment Percentage. The WAB cannot be withdrawn or annuitized and is not payable as a death benefit.

Guaranteed Lifetime Withdrawal Benefit

The Guaranteed Lifetime Withdrawal Benefit rider guarantees that, regardless of investment performance, You may take Withdrawals up to the lifetime benefit amount each contract year after the lifetime benefit is established. The younger Covered Spouse's age at the time of the first Withdrawal will determine the Age Band for as long as benefits are payable except as described in the Lifetime Payment Percentage provision.

The lifetime benefit amount can vary based on the relationship of Your Contract Value to the Withdrawal Adjustment Base. Each contract year, whether or not the Income Bonus is included in the Lifetime Payment Percentage is determined when the first Withdrawal is taken, and the lifetime benefit amount is fixed for the remainder of that contract year.

As long as Your total Withdrawals during the current contract year do not exceed the lifetime benefit amount, You will not be assessed a surrender charge and no market value adjustment will be applied. If You withdraw a larger amount, the excess amount will be assessed any applicable surrender charges and any applicable market value adjustment. Also, benefits will be reduced in accordance with Excess Withdrawal Processing. At any time, You may withdraw any amount up to Your entire surrender value, subject to Excess Withdrawal Processing under the rider.

The rider also guarantees that You or Your beneficiary will get back purchase payments You have made, increased by Annual Step-ups, through Withdrawals and/or payments by Us over time. This Principal Back Guarantee is described in the Death Benefit Before the Annuitization Start Date provision.

Subject to conditions and limitations, the lifetime benefit amount can be increased if an Annual Credit is available or Your Contract Value has increased on a Rider Anniversary. The Principal Back Guarantee can also be increased if Your Contract Value has increased on a Rider Anniversary. See the Rider Anniversary Processing provision.

We may modify the fee for this rider as described in the Rider Charges provision.

The following describes how the lifetime benefit is determined.

Annual Lifetime Payment (ALP)

The ALP is established on the earliest of the following dates:

1. the Rider Effective Date if the younger Covered Spouse has already reached the youngest age in the first Age Band.
2. the date the younger Covered Spouse's Attained Age equals the youngest age in the first Age Band.
3. upon the first death of a Covered Spouse, then
 - (A) the date we receive a Written Request when the death benefit is not payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (B) the date spousal continuation is effective when the death benefit is payable and the surviving Covered Spouse has already reached the youngest age in the first Age Band, or
 - (C) the date the surviving Covered Spouse reaches the youngest age in the first Age Band.

4. Following dissolution of marriage of the Covered Spouses,
- (A) the date we receive a Written Request if the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) has already reached the youngest age in the first Age Band, or
 - (B) the date the remaining Covered Spouse who is the owner (or Annuitant in the case of non-natural or revocable trust ownership) reaches the youngest age in the first Age Band.

When the ALP is established and at all times thereafter, the ALP is equal to the BB multiplied by the Lifetime Payment Percentage. Anytime the Lifetime Payment Percentage or BB changes as described below, the ALP will be recalculated.

If You withdraw less than the ALP in a contract year, the unused portion does not carry over to future contract years.

Remaining Annual Lifetime Payment (RALP)

The RALP is established at the same time as the ALP. The RALP equals the ALP less all Withdrawals in the current contract year, but it will not be less than zero.

Lifetime Payment Percentage

The Lifetime Payment Percentage is used to calculate the ALP. The Minimum Lifetime Payment Percentage and the Income Bonus for each Age Band is shown under Contract Data. Throughout the remainder of this rider, Your Lifetime Payment Percentage will include the Minimum Lifetime Payment Percentage and may include an Income Bonus for a particular Age Band as determined by this provision.

Age Band for the Lifetime Payment Percentage

The Age Band for the Lifetime Payment Percentage is determined at the following times:

1. When the ALP is established

The Age Band for the Lifetime Payment Percentage used to calculate the initial ALP is determined by the younger Covered Spouse's Attained Age.

2. On the younger Covered Spouse's subsequent birthdays

Except as noted below, if the younger Covered Spouse's new Attained Age is in a higher Age Band, then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage.

However, if You decline an increase to the Annual Rider Fee or if a Withdrawal has been taken since the ALP was established, then the Age Band for the Lifetime Payment Percentage will not change on subsequent birthdays.

3. Upon Annual Step-Ups as described in the Rider Anniversary Processing provision

4. Upon death or change in marital status

In the event of death or dissolution of marriage:

Rider Fee has not been declined, the Lifetime Payment Percentage will be reset based on the Age Band for the remaining Covered Spouse's Attained Age.

- (B) If the ALP is not established but the remaining Covered Spouse has reached the youngest age in the first Age Band, the remaining Covered Spouse's Attained Age will be used to determine the Age Band for the Lifetime Payment Percentage.

In the event of remarriage of the Covered Spouses to each other, the Lifetime Payment Percentage used is the percentage for the younger Covered Spouse's Attained Age.

Income Bonus

The following determines whether or not the Income Bonus is included in the Lifetime Payment Percentage.

A comparison of Your Contract Value and the Withdrawal Adjustment Base (WAB) determines whether the Income Bonus is included in the Lifetime Payment Percentage when calculating the ALP unless the percentage is fixed as described below.

On each Valuation Date when the ALP is calculated, if the Benefit Determining Percentage calculated below is less than the Adjustment Threshold shown under Contract Data, then the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage plus the Income Bonus for Your current Age Band, both shown under Contract Data. Otherwise, the Lifetime Payment Percentage will equal the Minimum Lifetime Payment Percentage for Your current Age Band.

The Benefit Determining Percentage is calculated as follows, but it will not be less than zero:

$$1 - (a/b)$$

a = Contract Value at the end of the prior valuation period

b = WAB at the end of the prior valuation period

After the ALP is established, the first Withdrawal taken in each contract year will set and fix the Lifetime Payment Percentage for the remainder of the contract year. Beginning on the next Rider Anniversary, the Lifetime Payment Percentage can change on each Valuation Date as described above until a Withdrawal is taken in that contract year.

However, at the earliest of (1), (2) or (3) below, the Lifetime Payment Percentage will be set and remain fixed as long as the benefit is payable:

- (1) when Your Contract Value on a Rider Anniversary is less than two times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band, or
- (2) when the Contract Value reduces to zero, or
- (3) on the remaining Covered Spouse's date of death when a death benefit is payable.

For certain periods of time at Our discretion and on a non-discriminatory basis, Your Lifetime Payment Percentage may be set by Us to include the Income Bonus if more favorable to You.

Rider Effective Date Values, Additional Purchase Payments and Withdrawals

Your lifetime benefit values and Principal Back Guarantee are determined at the following times and are subject to a maximum amount as shown under Contract Data:

1. At Rider Effective Date

If the rider is effective on the Contract Date, the WAB, CB, BB and PBG are set equal to the initial purchase payment.

If the rider is effective on a Contract Anniversary, the WAB, CB, BB and PBG are set equal to the Contract Value on the later of that anniversary and the Valuation Date We receive Your Written Request to add the rider.

2. When an additional purchase payment is made

The BB, WAB and PBG will be increased by the amount of each additional purchase payment.

If the CB is greater than zero, the CB will be increased by the amount of each additional purchase payment.

See the Purchase Payment Provisions under Contract Provision Modifications for purchase payment limitations.

3. When a Withdrawal is taken

If the CB is greater than zero, Annual Credits will not be added to the BB on the following Rider Anniversary.

The WAB, BB, CB and PBG can be adjusted, but they will not less than zero.

(A) The WAB will be reduced by the same proportion that the Contract Value is reduced. The proportional amount deducted is the "Adjustment for Withdrawal," calculated as follows:

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

- a** = the amount of the Withdrawal
- b** = the WAB on the date of (but prior to) the Withdrawal
- c** = the Contract Value on the date of (but prior to) the Withdrawal.

(B) If the ALP is not established, Excess Withdrawal Processing will occur as follows. The BB and CB will be reduced by the same proportion that the Contract Value is reduced using the "Adjustment for Withdrawal" calculation described above but substituting the CB or BB (as applicable) for the WAB. The PBG will be reduced by the greater of the amount of the Withdrawal or the "Adjustment for Withdrawal," substituting the PBG for the WAB.

(C) If the ALP is established and the Withdrawal is less than or equal to the RALP, the BB and CB do not change and the PBG is reduced by the amount of the Withdrawal.

(D) If the ALP is established and the Withdrawal is greater than the RALP, Excess Withdrawal Processing will occur, and the BB and CB will be reduced by an amount as calculated below:

$$\frac{d \times e}{f} \quad \text{where:}$$

- d** = the amount of the Withdrawal minus the RALP
- e** = the BB or CB (as applicable) on the date of (but prior to) the Withdrawal
- f** = the Contract Value on the date of (but prior to) the Withdrawal minus the RALP.

The PBG will be reduced by the greater of (1) the amount of the Withdrawal or (2) the RALP plus the Excess Withdrawal Processing amount calculated above, substituting the following for "e" in the formula: the PBG minus the RALP on the date of (but prior to) the Withdrawal.

Rider Anniversary Processing

The following describes how the WAB, BB, CB and PBG are calculated on Rider Anniversaries, subject to the maximum amount shown under Contract Data, and how the Lifetime Payment Percentage can change on Rider Anniversaries. If the Rider Anniversary falls on a Day that the New York Stock Exchange is closed, Rider Anniversary processing will occur on the next Day that the New York Stock Exchange is open for trading.

1. Annual Credits

If You did not take any Withdrawals during the prior contract year and You did not decline an increase to the Annual Rider Fee, an Annual Credit may be available.

(A) On the First Rider Anniversary of the Initial Credit Period

The Annual Credit equals the CB 180 days following the Rider Effective Date multiplied by the Annual Credit Percentage shown under Contract Data for the first Rider Anniversary.

The BB and WAB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB 180 days following the Rider Effective Date increased by the Annual Credit and any additional purchase payments since 180 days following the Rider Effective Date.

(B) On Any Other Rider Anniversary During a Credit Period

The Annual Credit equals the CB as of the prior Rider Anniversary multiplied by the Annual Credit Percentage associated with the current Rider Anniversary.

The BB will be set to the greater of:

- (i) the current BB, or
- (ii) the BB on the prior Rider Anniversary increased by the Annual Credit and any additional purchase payments since the prior Rider Anniversary.

The WAB will be set as follows:

- (i) if no Withdrawals have been taken, the WAB will be set to the BB determined above, or
- (ii) if any Withdrawals have been taken, the WAB will be set to the amount as calculated below:

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

- a = the WAB on the Rider Anniversary (but prior to Rider Anniversary processing)
- b = the BB determined above
- c = the BB on the Rider Anniversary (but prior to Rider Anniversary processing)

If the CB is greater than zero, the CB will be reset to zero on the last Rider Anniversary of a Credit Period after any adjustment to the WAB and BB, and there will be no additional Annual Credits unless the Credit Period restarts due to a Step-Up of the BB.

The CB will be permanently reset to zero on the later of: (A) Maximum CB Date shown under Contract Data or (B) the 10th Rider Anniversary.

2. Annual Step-Up

Beginning with the first Rider Anniversary, an Annual Step-up may be available. If You decline an increase to the Annual Rider Fee, Annual Step-ups will no longer be available.

The Annual Step-up will take place on any Rider Anniversary where the Contract Value is greater than the PBG and/or the BB after any Annual Credit is added. If an Annual Step-up takes place, the PBG, BB, CB and Lifetime Payment Percentage will be adjusted as follows:

- (A) The PBG will be increased to the Contract Value, if the Contract Value is greater.
- (B) The BB (after any Annual Credit is added under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.
- (C) The CB will be increased to the Contract Value and the Credit Period will restart, if there is an increase to BB due to a Step-up.
- (D) If the younger Covered Spouse's Attained Age on the Rider Anniversary is in a higher Age Band and (1) there is an increase to BB due to a Step-up or (2) there was no Step-up of the BB due to the maximum BB limitation; then the higher Age Band will be used to determine the appropriate Lifetime Payment Percentage, regardless of any prior Withdrawals.

3. The WAB on Rider Anniversaries

Unless You decline an increase to the Annual Rider Fee, the WAB (after any increase during a Credit Period under item 1 above) will be increased to the Contract Value, if the Contract Value is greater.

Required Minimum Distributions

If You are taking required minimum distributions (RMD) from this contract and Your RMD is greater than the ALP, the portion of Your RMD that is greater than the benefit amount will not be subject to Excess Withdrawal Processing provided

1. the ALP is established,
2. the RMD is for this contract alone,
3. the RMD is based on Your recalculated life expectancy taken from the Uniform Lifetime Table under the Code, and

4. the RMD amount is otherwise based on the requirements of the Internal Revenue Code Section 401(a)(9), related Code provisions, and regulations thereunder that were in effect on the Rider Effective Date.

Any Withdrawals taken before the ALP is established or withdrawing amounts greater than the RALP that do not meet these conditions will result in Excess Withdrawal Processing.

Investment Options and Limits

This rider requires 100% allocation of purchase payments and Your Contract Value to approved investment option(s) for this rider. The investment options available for asset allocation under the terms of this rider and Your initial investment selection(s) are shown under Contract Data. We reserve the right to add, remove or substitute approved investment options. If more than one fund is available, You may, by Written Request or other method agreed to by Us, change Your

choice of subaccounts or allocation percentages among those approved for the rider. We reserve the right to limit the number of transfers allowed each contract year. We also reserve the right to close or restrict any approved investment option, however the change may apply only to future purchase payments or transfers. You will be notified of any change to the investment options available.

Contract Provision Modifications

Because of the addition of this rider to Your contract, several contract provisions are modified as described above and as further described below.

Purchase Payments Provisions

This rider amends the Additional Purchase Payments provision to limit when purchase payments may be paid as described below. It also amends the Payment Limits provision to restrict payments after the first contract year to an amount less than Maximum Purchase Payments Permitted, shown under Contract Data.

The rider prohibits additional purchase payments unless:

- (1) the payment is received at time of application or within 90 days thereafter, or
- (2) this is a tax qualified contract where We allow additional purchase payments in any contract year up to the maximum permissible annual contribution described by the Code, or
- (3) We allow otherwise on a non-discriminatory basis.

The rider also prohibits additional purchase payments if:

- (1) You decline an increase to the Annual Rider Fee as described in the Rider Charges provision, or
- (2) the ALP is available and Your Contract Value on any anniversary is less than four times the BB multiplied by the Minimum Lifetime Payment Percentage for Your current Age Band.

In addition, We reserve the right to change these purchase payment limitations, including making further restrictions, upon written notice.

Allocation of Purchase Payments

Because this rider requires asset allocation to approved investment options, allocation of purchase payments shall be determined by Your selection from investment options available for this rider.

Transfers of Contract Values

Because this rider requires asset allocation to approved investment options, transfer privileges granted under the contract are suspended other than: (1) transfers among the available investment options as described in the Investment Options and Limits provision, provided such transfers are not determined to disadvantage other contract owners or (2) transfers as otherwise agreed to by Us.

Rules for Surrender

Minimum Contract Values following a surrender no longer apply to Your contract.

Surrenders will be taken from Your accounts and subaccounts in the same proportion as Your interest in each bears to the Contract Value unless You specify otherwise.

If Your Contract Value is reduced to zero, the CB, if greater than zero, will be permanently reset to zero, and there will be no additional Annual Credits. Also, the following will occur:

1. If the ALP is not established and if the Contract Value is reduced to zero as a result of fees or charges, then the owner must wait until the ALP would be established, and the ALP will be paid annually until the death of both Covered Spouses.
2. If the ALP is established and if the Contract Value is reduced to zero as a result of fees or charges, or as a result of a Withdrawal that is less than or equal to the RALP; then the owner will receive the ALP paid annually until the death of both Covered Spouses.

In (1) and (2) above:

- These annualized amounts will be paid in monthly installments. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.
 - We will no longer accept additional purchase payments.
 - No more charges will be collected for the rider.
 - The current ALP is fixed for as long as payments are made.
 - The death benefit becomes the remaining schedule of Annual Lifetime Payments, if any, until total payments to the owner and the beneficiary are equal to the PBG at the time the Contract Value falls to zero.
 - The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.
3. If the ALP is not established and if the Contract Value is reduced to zero as a result of a Withdrawal, this rider and the contract will terminate.
 4. If the ALP is established and if the Contract Value is reduced to zero as a result of a Withdrawal that is greater than the RALP, this rider and the contract will terminate.

Spouse's Option to Continue Contract

If the surviving spouse is a Covered Spouse and chooses to continue the contract under the spousal continuation provision, the following provisions apply:

1. The rider continues as part of the contract.

2. The surviving Covered Spouse can name a new beneficiary, however, a new Covered Spouse cannot be added to the rider.
3. At the time of spousal continuation, a Step-up may be available. If the spousal continuation Step-up is processed, the Step-up date is the Valuation Date spousal continuation is effective. All Annual Step-up rules also apply to the spousal continuation Step-up, except that (1) the RALP will be calculated as the ALP after the Step-up less all prior Withdrawals made during the current contract year, but it will not be less than zero, and (2) the Credit Period will restart on the following Rider Anniversary. The WAB, if greater than zero, will be increased to the Contract Value, if the Contract Value is greater.

Death Benefit Before the Annuitization Start Date

If the death benefit becomes payable at the death of a Covered Spouse, the surviving Covered Spouse must utilize the spousal continuation provision to continue the lifetime benefit. If spousal continuation is not available under the terms of the contract, the rider terminates.

The lifetime benefit of this rider ends at the death of the surviving Covered Spouse. If the CB is greater than zero, the CB will be permanently reset to zero, and there will be no additional Annual Credits or Annual Step-ups.

If the Contract Value is greater than zero when the death benefit becomes payable, the beneficiary may:

- elect to take the death benefit under the terms of the contract, or
- if the PBG is greater than zero, elect to take the Principal Back Guarantee available under this rider, or
- continue the contract under the Spouse's Option to Continue Contract provision above.

If the beneficiary elects the Principal Back Guarantee under this rider, the following will occur:

1. If the ALP is established, the ALP on the date of death will be paid until total payments to the beneficiary are equal to the PBG.
2. If the ALP is not established, the BB on the date of death multiplied by the Lifetime Payment Percentage will be paid annually until total payments to the beneficiary are equal to the PBG. The Lifetime Payment Percentage and Income Bonus will be determined based on the youngest age in the first Age Band shown under Contract Data.

In (1) and (2) above:

- The Lifetime Payment Percentage used will be set as of the date of death.
- The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year.

Assignment and Change of Ownership

In order to maintain the joint life benefit, the surviving Covered Spouse must be able to continue the contract under the Spouse's Option to Continue Contract provision. Therefore, only ownership arrangements that permit such continuation are allowed at rider issue.

If the owner is a natural person, only the Covered Spouses can be owners. If there is a non-natural or revocable trust owner, one of the Covered Spouses must be the Annuitant. The rider will terminate if there is an assignment or a change of ownership unless the new owner or assignee assumes total ownership of the contract and was an owner or a Covered Spouse before the change, or is a non-natural owner holding for the sole benefit of the prior owner (e.g., an individual ownership changed to a personal revocable trust).

Annuity Provisions

If the Annuitization Start Date is the latest date shown under the Change of Annuitization Start Date provision, You can choose one of the payout options available under the contract or an alternative fixed annuity payout

option available under the rider. Under the rider's payout option, the minimum amount payable shown in Table B under the Tables of Annuity Payout Rates section will not apply, and You will receive the ALP provided by this rider until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If You choose to receive the ALP, the amount payable each contract year will be equal to the ALP on the Annuitization Start Date. The amount paid in the current contract year will be reduced for any prior Withdrawals in that contract year. These annualized amounts will be paid in monthly installments until the later of (1) the death of both Covered Spouses or (2) depletion of the PBG. If the monthly payment is less than \$100, We have the right to change the frequency, but no less frequently than annually.

If You choose to receive the ALP rather than a payout option available under the contract, all other contract features, rider features and charges terminate after the Annuitization Start Date except for the Principal Back Guarantee.

Rider Charges

We deduct the charge for this rider once a year from Your Contract Value on Your Contract Anniversary. We pro-rate this charge among Your accounts and subaccounts in the same proportion Your interest in each account bears to Your total Contract Value.

The charge is calculated on Your Contract Anniversary by multiplying the Annual Rider Fee by the greater of the BB or the Contract Value, unless the Contract Value is greater than the maximum BB shown under Contract Data. In that case, multiply the Annual Rider Fee by the maximum BB.

The Annual Rider Fee may vary with Your investment option and is subject to the Maximum Annual Rider Fee shown under Contract Data.

The Initial Annual Rider Fee(s) associated with the approved investment option(s) are shown under Contract Data. The following describes how Your Annual Rider Fee may increase:

1. We may increase the Annual Rider Fee for all approved investment options at Our discretion and on a nondiscriminatory basis. Your Annual Rider Fee will increase if We declare an increase to the fee with written notice 30 days in advance except as described below. The new fee will be in effect on the date We declare in the written notice.
 - (A) You can decline this increase and therefore all future fee increases if We receive Your Written Request prior to the date of the fee increase, in which case You permanently relinquish:
 - (i) all future Annual Step-ups and spousal continuation Step-ups,
 - (ii) any ability to make additional purchase payments,

- (iii) any future Annual Credits, and the CB will be permanently reset to zero, and
 - (iv) any increase to the Lifetime Payment Percentage due to changing Age Bands on subsequent birthdays and Rider Anniversaries.

If You decline an increase to the Annual Rider Fee, the WAB will not be increased on Rider Anniversaries.

- (B) You can terminate this rider if Your Annual Rider Fee after any increase is more than 0.25 percentage points higher than Your fee before the increase and if We receive Your Written Request to terminate the rider prior to the date of the increase.

2. The Annual Rider Fee associated with a specified investment option may change at Our discretion. If You are invested in any investment option that has an increase in the associated Annual Rider Fee, Your Annual Rider Fee will increase.

If the rider fee changes during a contract year, We will calculate an average Annual Rider Fee, for that contract year only, that reflects the various different fees that were in effect for each investment option that contract year, adjusted for the number of Days each fee was in effect and the percentage of Contract Value allocated to each investment option.

If Your contract or rider is terminated for any reason, the rider charge will be deducted, adjusted for the number of Days coverage was in place during the contract year.

Termination of the Rider

This rider cannot be terminated either by You or Us except as follows:

1. After the death benefit is payable, continuation of the contract by anyone other than a Covered Spouse will terminate the rider. However, if the Covered Spouse continues the contract as an Inherited IRA or as a beneficiary of a participant in an employer sponsored retirement plan under the Code, the rider will terminate.
2. The rider will terminate for certain assignment and ownership changes as described in the Assignment and Change of Ownership provision.
3. The rider will terminate on the Annuitization Start Date.
4. In relation to certain increases to the Annual Rider Fee as described in the Rider Charges provision, Your Written Request will terminate the rider.
5. Reduction of the Contract Value to zero under certain situations as described in the Rules for Surrender provision will terminate the rider.
6. Termination of the contract for any reason will terminate the rider.

RiverSource Life Insurance Company

A handwritten signature in black ink, enclosed in red square brackets. The signature appears to read "Thomas R. Howe".

Secretary

2