

SERFF Tracking Number: PACL-127859501 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number:
Company Tracking Number: 10-1225
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Individual Flexible Premium Deferred Variable Annuity
Project Name/Number: Individual Flexible Premium Deferred Variable Annuity/10-1125

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Individual Flexible Premium SERFF Tr Num: PACL-127859501 State: Arkansas

Deferred Variable Annuity

TOI: A03I Individual Annuities - Deferred SERFF Status: Closed-Approved- State Tr Num:

Variable Closed

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: 10-1225

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Maysy Novak, Brian

Disposition Date: 01/25/2012

Deleget, Craig Hopkins

Date Submitted: 01/19/2012

Disposition Status: Approved-Closed

Implementation Date Requested: 05/01/2012

Implementation Date:

State Filing Description:

General Information

Project Name: Individual Flexible Premium Deferred Variable Annuity

Status of Filing in Domicile: Not Filed

Project Number: 10-1125

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: We are not filing in Nebraska, our state of domicile as Nebraska is part of the IIPRC.

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: 01/25/2012

Deemer Date:

Created By: Maysy Novak

Submitted By: Maysy Novak

Corresponding Filing Tracking Number:

Filing Description:

To the Individual Life Insurance Department of Arkansas:

We are submitting the following forms for approval:

Form Number Form Description

10-1225 Individual Flexible Premium Deferred Variable Annuity Contract

SERFF Tracking Number: PACL-127859501 State: Arkansas
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Company Tracking Number: 10-1225
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Individual Flexible Premium Deferred Variable Annuity
Project Name/Number: Individual Flexible Premium Deferred Variable Annuity/10-1125
25-1225 Individual Variable Annuity Application
20-1226 Guaranteed Withdrawal Benefit IX Rider – Single Life
20-1227 Guaranteed Withdrawal Benefit IX Rider – Joint Life

The forms submitted are new and does not replace any previously approved forms.

Individual Flexible Premium Deferred Variable Annuity Contract (10-1225)

The contract is a basic individual flexible premium deferred variable annuity contract with several investment options to which purchase payments may be allocated. There are no unusual features contained in the contract.

Contract issues ages are 0 through 90.

The contract does not have a withdrawal charge or contingent deferred sales charge. Various other fees, charges and deductions are assessed as fully described under the Charges, Fees and Deductions section of the contract.

A death benefit is payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while the contract is in force.

Annuity payments may be paid on a fixed annuity basis under any of the Annuity Options provided under the contract or allowed by us.

Application Information

Application form number 25-1125, submitted for approval with this filing, will be used to apply for the contract. This application will be used in paper format.

Qualified Plan Riders

The contract will be marketed through licensed agents of the Company to fund non-qualified annuities and tax-qualified retirement plans and programs under Internal Revenue Code Sections 401(a), 401(k), 403(b) and 408(b), including but not limited to, SEP-IRAs, Simple IRAs, Roth IRAs and 457. In such cases, one of the following riders will be attached to the contract at issue.

Form Number - Form Description - Date Approved

20-14200 - Qualified Retirement Plan Rider - 12/27/2001
20-1156 - 403(b) Tax Sheltered Annuity Rider - 8/22/2008

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20-18900 - Individual Retirement Annuity (IRA) Rider - 12/20/2002
20-19000 - Roth Individual Retirement Annuity Rider - 12/20/2002
20-19100 - Simple Individual Retirement Annuity Rider - 12/20/2002
24-123799 - Section 457 Rider - 11/10/1999

Optional Riders

The following optional riders, submitted for approval with this filing, will be available for the contract submitted. From time to time, we may add new optional riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional rider added to this section will only be those optional riders that the Department has previously approved. These riders provide benefits in addition to those provided under the basic contract for an additional charge.

Form Number - Form Description

20-1226 - Guaranteed Withdrawal Benefit IX Rider – Single Life
20-1227 - Guaranteed Withdrawal Benefit IX Rider – Joint Life

Statement of Variability

The forms submitted have been completed in John Doe fashion. Bracketed items shown on the forms are subject to change. The accompanying Statement of Variability provides an explanation of the variable items applicable to this form.

The form submitted:

- is exempt from flesch score readability requirements as they are securities subject to federal jurisdiction;
- has been filed with the Securities and Exchange Commission;
- is in final print and subject to only minor modification in paper size, stock, ink, border, Company logo and adaptation to electronic media or computer printing.

All required transmittals, checklists, certifications and/or filing fees are included in this submission.

To the best of our knowledge, this filing is complete and intended to comply with applicable insurance laws. Additionally, the separate accounts underlying the filing comply with or have been authorized by the State of domicile, including Commissioner approval if required.

Should you have any questions or require additional information, please call toll-free (800) 722-2333, Ext. 7262.

Sincerely,

SERFF Tracking Number: PACL-127859501 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number:
 Company Tracking Number: 10-1225
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 Product Name: Individual Flexible Premium Deferred Variable Annuity
 Project Name/Number: Individual Flexible Premium Deferred Variable Annuity/10-1125

J. Brian Deleget, MBA
 Director, Compliance

Company and Contact

Filing Contact Information

J. Brian Deleget, Director, Compliance
 700 Newport Center Drive
 Newport Beach, CA 92660

Brian.Deleget@PacificLife.com
 949-219-7262 [Phone]
 949-219-0579 [FAX]

Filing Company Information

Pacific Life Insurance Company
 700 Newport Center Drive
 Newport Beach, CA 92660-6397
 (800) 722-2333 ext. [Phone]

CoCode: 67466
 Group Code: 709
 Group Name:
 FEIN Number: 95-1079000

State of Domicile: Nebraska
 Company Type: Annuities
 State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$200.00	01/19/2012	55601797

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 Product Name: Individual Flexible Premium Deferred Variable Annuity
 Project Name/Number: Individual Flexible Premium Deferred Variable Annuity/10-1125

Correspondence Summary

Dispositions

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

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Individual Flexible Premium Deferred Variable Annuity Contract	Maysy Novak	01/19/2012	01/19/2012

SERFF Tracking Number: PACL-127859501 *State:* Arkansas
Filing Company: Pacific Life Insurance Company *State Tracking Number:*
Company Tracking Number: 10-1225
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: Individual Flexible Premium Deferred Variable Annuity
Project Name/Number: Individual Flexible Premium Deferred Variable Annuity/10-1125

Disposition

Disposition Date: 01/25/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PACL-127859501 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number:
 Company Tracking Number: 10-1225
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Individual Flexible Premium Deferred Variable Annuity
 Project Name/Number: Individual Flexible Premium Deferred Variable Annuity/10-1125

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	CERTIFICATION		Yes
Form (<i>revised</i>)	Individual Flexible Premium Deferred Variable Annuity Contract		Yes
Form	Individual Variable Annuity Application		Yes
Form	Guaranteed Withdrawal Benefit IX Rider – Single Life		Yes
Form	Guaranteed Withdrawal Benefit IX Rider – Joint Life		Yes
Form	Individual Flexible Premium Deferred Variable Annuity Contract	Replaced	Yes

SERFF Tracking Number: PACL-127859501 State: Arkansas
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Amendment Letter

Submitted Date: 01/19/2012

Comments:

attach correct contract.

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
10-1225	Policy/Contr act/Fraternal Certificate	Individual Flexible Premium Deferred Variable Annuity Contract	Initial				0.000	10-1225.pdf

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 Product Name: Individual Flexible Premium Deferred Variable Annuity
 Project Name/Number: Individual Flexible Premium Deferred Variable Annuity/10-1125

Form Schedule

Lead Form Number: 10-1225

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	10-1225	Policy/Contract/Individual Flexible Premium Deferred Variable Annuity Certificate Contract	Initial		0.000	10-1225.pdf
	25-1225	Application/Enrollment Form Individual Variable Annuity Application	Initial		0.000	25-1225.pdf
	20-1226	Policy/Contract/Individual Guaranteed Withdrawal Benefit IX Rider – Single Life Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	20-1226.pdf
	20-1227	Policy/Contract/Individual Guaranteed Withdrawal Benefit IX Rider – Joint Life Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	20-1227.pdf



PACIFIC LIFE

Pacific Life Insurance Company
[700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448]

READ YOUR CONTRACT CAREFULLY

This is a legal contract between **you** (the "Owner") and **Pacific Life Insurance Company**, a stock company (hereinafter referred to as "**we**", "**us**", "**our**" and the "**Company**").

We agree to pay the benefits provided under this Contract, subject to its provisions.

We have issued this Contract in consideration of the application and payment of the Initial Purchase Payment.

BENEFITS AND VALUES PROVIDED UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO A DOLLAR AMOUNT. THE DETAILS OF THE VARIABLE PROVISIONS BEGIN ON PAGE 11.

Right to Cancel – [You may return this Contract within ten (10) days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any fees or charges for premium taxes and/or other taxes that were deducted from the Contract Value.]

Signed for the Company at Newport Beach, California, to be effective as of the Contract Date.

PACIFIC LIFE INSURANCE COMPANY

[

Chairman and Chief Executive Officer

Secretary]

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Annuities Payable in Fixed Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating

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CONTRACT SPECIFICATIONS

Contract Data

Contract Number:	[VA99999999]	Contract Date:	[01-01-2011]
Contract Type:	[Non-Qualified]	Initial Purchase Payment:	[\$500,000]
Minimum Purchase Payment Amount:	[\$50,000]	Maximum Purchase Payment Amount Without Home Office Approval:	[\$1,000,000]
Owner(s):	[John Doe] [Jane Doe]		
Annuitant(s):	[John Doe] [Jane Doe]	Annuitant's Age:	[35] [35]
Annuity Date:	[01-01-2071]	Annuitant's Sex:	[Male] [Female]
Misstatement of Age and/or Sex Interest Rate:	[1.5%] per year	Annuitization Basis of Computations Interest Rate:	[1.50%]

Fees & Charges

M&E Risk Charge: 0.35%
Administrative Fee: 0.25%

[Optional Riders

<u>Name</u>	<u>Annual Charge %</u>	<u>Maximum Annual Charge %</u>
[Guaranteed Withdrawal Benefit IX Rider – Single Life	0.80%]	1.50%
[Guaranteed Withdrawal Benefit IX Rider – Joint Life	1.00%]	1.75%

For a complete description of the charges, fees and deductions shown above and other applicable fees and charges, refer to the **Charges, Fees and Deductions** section of the Contract or the Annual Charge provision of the Optional Rider(s) shown above, if applicable.]

CONTRACT SPECIFICATIONS (continued)

Investment Options

[Fund 1]

[Fund 2]

[Fund 3]

Service Center

Send Forms and written requests to:

Pacific Life Insurance Company
[P.O. Box 2378
Omaha, Nebraska 68103-2378]

Send Payments to:

Pacific Life Insurance Company
[P.O. Box 2290
Omaha, Nebraska 68103-2290]

Hours: Between [6:00 am and 5:00 pm], Pacific Standard Time.

Toll-Free Number for Contract Owners: [1-800-722-4448]

Toll-Free Number for Registered Representatives: [1-800-722-2333]

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints or you may call your state insurance department.

DEFINITION OF TERMS

Account Value – The amount of the Contract Value allocated to any one of the Investment Options.

Age – The Owner's or Annuitant's age, as applicable, at his or her last birthday.

Annuitant – The person you name on whose life annuity payments may be determined. An Annuitant's life may also be used to determine death benefits and to determine the Annuity Date. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is owned by a Non-Natural Owner, you may not designate a Joint or Contingent Annuitant. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be under Age 91 as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or change or add a Joint Annuitant. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

Annuity Date ("Annuity Start Date") – The date shown in the Contract Specifications, or the date you later elect, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

Annuity Options – Income options available for a series of payments after the Annuity Date.

Beneficiary – The person you name who may receive any death benefit proceeds or any remaining annuity benefits in accordance with the provisions of this Contract.

Business Day – Any day on which the value of an amount invested in a Subaccount is required to be determined by applicable law which currently includes each day that both the New York Stock Exchange is open for trading and our administrative offices are open. If any transaction or event under this Contract is scheduled to occur on a day that does not exist in a given calendar period, or on a day that is not a Business Day, such transaction or event will be deemed to occur on the next following Business Day, unless otherwise stated.

Calendar Year – A one-year period beginning January 1 and ending December 31.

Code – The Internal Revenue Code of 1986, as amended.

Contingent Annuitant – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must be under Age 91 as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must be under Age 91 at the time of such change or addition. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

Contingent Beneficiary – The person, if any, you select to become the Beneficiary if the Beneficiary dies.

Contract Anniversary – The same date, in each subsequent year, as the Contract Date.

Contract Date – The date we issued this Contract, as shown in the Contract Specifications. Contract Years, Contract Anniversaries, Contract Semiannual Periods, Contract Quarters and Contract Months are measured from the Contract Date.

Contract Value – As of the end of any Business Day, the Contract Value is equal to the Variable Account Value.

General Account – The General Account consists of our assets, other than those assets allocated to Separate Account A or to any of our other separate accounts.

Investment Option – A Variable Account offered under the Contract.

Non-Natural Owner – A corporation or other entity that is not a (natural) person.

Non-Qualified Contract – A Contract other than a Qualified Contract.

Notice Date – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of death benefit proceeds.

Owner – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners ("Joint Owners"). Any named Owner must be under Age 91 as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must be under Age 91 at the time of such change or addition.

Primary Annuitant – The individual that is named in the Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

Purchase Payment – An amount paid to us, by or on behalf of an Owner, as consideration for the benefits provided under this Contract.

Qualified Contract – A Contract that qualifies under the Code as an individual retirement annuity ("IRA") or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 408, 408A or 457 of the Code.

Quarterly Contract Anniversary – Every three month anniversary of the Contract Date.

SEC – Securities and Exchange Commission.

Separate Account or Separate Account A – The Company's Separate Account, registered as a unit investment trust under the Investment Company Act of 1940, as amended ("1940 Act").

Service Center – Our mailing address shown in the Contract Specifications. We will notify you of any change in our mailing address.

Subaccount – An investment division of the Separate Account. Each Subaccount, (a "Variable Investment Option" or "Variable Account") invests its assets in a separate series or class of shares of a designated investment company.

Subaccount Unit – Subaccount Units are used to measure the Variable Account Value in that Subaccount.

Unit Value – The value of a Subaccount Unit (“Subaccount Unit Value”). The Unit Value of any Subaccount is subject to change on any Business Day. The fluctuations in value reflect investment results and daily deductions for the mortality and expense risk charge and administrative fee. The Unit Value of a Subaccount Unit is determined each Business Day.

Variable Account (“Variable Investment Option”) – A Subaccount of the Separate Account or any separate account of ours which is available under the Contract in which the assets of the Company are segregated from the assets in our General Account and from the assets in our other separate accounts.

Variable Account Value (“Subaccount Value”) – The aggregate amount of the Contract Value allocated to the Variable Accounts.

You and Your – The person or persons named as Owner(s) in the Contract Specifications. If there are Joint Owners, you and your mean both Joint Owners.

GENERAL PROVISIONS

Report to Owner(s) – At least once per year prior to the Annuity Date, we will provide you with a report that will show the beginning and ending dates of the current report period, the Contract Value at the beginning and end of the report period, the transactions (i.e., Purchase Payments received, transfers, withdrawals, and/or charges and/or fees incurred since the last report), and any other information that may be required. After the Annuity Date, we will provide you with any information that may be required. Additional status reports are available upon request.

Payments, Instructions and Requests – Unless this Contract provides otherwise, all Purchase Payments, instructions and requests must be received in a form satisfactory to us at our Service Center. Any subsequent Purchase Payments, transfers or withdrawals received by us on any Business Day usually will be processed the same Business Day, unless the transaction or event is scheduled to occur on another day.

Generally, all other instructions and requests normally will be effective as of the end of the Business Day following the day such instructions and requests are received, in a form satisfactory to us, unless the transaction or event is scheduled to occur on another day. We may require that you provide signature guarantees or other safeguards for any instruction, request or other document you may send to our Service Center. You acknowledge and agree that we will not be liable for any loss, liability, cost or expense of any kind or character for acting on instructions or requests submitted to us that we reasonably believe to be genuine.

Entire Contract – This Contract, the attached application and any attached riders and endorsements, constitute the entire Contract, and supersede any and all prior agreements, whether oral or written, about the terms of this Contract and the application. All statements made in the application are representations and not warranties.

Contract Modifications – Modifications to this Contract or any waiver of our rights or requirements under this Contract can only be made if in writing by an authorized officer of the Company. This Contract is intended to qualify as an annuity contract for federal income tax purposes. In addition, if this Contract is a Qualified Contract, this Contract is intended to qualify as part of a Qualified Plan. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract without the Owner's consent to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements.

Basis of Values – A detailed statement showing how values are determined has been filed with the state insurance departments. All values and reserves are at least equal to those required by the laws of the state in which this Contract is delivered.

Minimum Benefits – The benefits provided under this Contract are not less than the minimum benefits required by any statute of the insurance laws of the state in which this Contract is delivered. Such benefits may be altered by additional amounts credited, increases and/or decreases in the investment performance of the Variable Investment Options, loans and loan repayments, or withdrawals as described in the applicable sections of this Contract.

Claims of Creditors – The Contract Value and other benefits under this Contract are exempt from the claims of creditors to the extent permitted by law.

Removal of Beneficiary or Contingent Annuitant – You may remove a Beneficiary or Contingent Annuitant from this Contract by providing written instructions satisfactory to us to our Service Center.

Ownership – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law. If your Contract is Non-Qualified, you may change Contract ownership at any time while the Annuitant is living and prior to your Annuity Date. Any change in Owner will be effective on the date such change is signed, unless otherwise specified by the Owner, subject to

any payments made or actions taken by us prior to our receipt of the notice.

Assignment – If your contract is a Non-Qualified Contract, you may assign all rights and benefits under this Contract. The assignment must be in writing in a form satisfactory to us and received at our Service Center. Unless otherwise specified by the Owner, the assignment is effective on the date the notice of assignment is signed, subject to any payments made or actions taken by us prior to our receipt of the notice. We are not responsible for the validity of any assignment. If the Contract has been absolutely assigned, the assignee becomes the Owner. You should consult with your tax adviser to determine the tax consequences of an assignment before taking any action.

Delay of Payments – Generally, we will pay any amounts due from the Contract within seven (7) days after our receipt of the request, in a form satisfactory to us. Payments or transfers to or from a Variable Account may be delayed after our receipt of the request under certain circumstances. These include:

- a closing of the New York Stock Exchange other than on a regular holiday or weekend;
- a trading restriction by the SEC; or
- an emergency declared by the SEC.

We may delay payments or transfers from our General Account for up to six (6) months after the requested effective date of the transaction. If payment is delayed, we will credit the delayed amount with any interest required by law.

If you make any Purchase Payment by check, other than a cashier's check, we may delay making payments to you until your check has cleared.

Incontestability – After this Contract has been issued, we will not contest the validity of this Contract.

Misstatement of Age and/or Sex – We may require proof of the Annuitant's or Owner's Age and/or sex before any payments associated with the death benefit proceeds are made. If the Age and/or sex of the Annuitant or Owner is incorrectly stated, we will base any such payment associated with the death benefit proceeds on the Annuitant's or Owner's correct Age and/or sex.

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex (or both) of the Annuitant is incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started and we have made overpayments, we will deduct the amount of the overpayment, with interest as shown in the Contract Specifications, from any payments due then or later. If we have made underpayments, we will add the amount, with interest as shown in the Contract Specifications, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

Proof of Life or Death – Before we make a payment, we have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract.

Withholding Taxes – We reserve the right to withhold from all payments made or deemed made under this Contract, any taxes required to be withheld by applicable federal or state law, unless the Owner or payee elects otherwise pursuant to applicable withholding rules.

Non-Participating – This Contract is classified as a non-participating contract. It does not participate in our profits or surplus, and therefore no dividends are payable.

PURCHASE PAYMENTS

Initial Purchase Payment – This Contract will not be in force until we receive at our Service Center the initial Purchase Payment. The initial Purchase Payment is shown in the Contract Specifications.

Additional Purchase Payments – You may make additional Purchase Payments at any time before the Annuity Date, while the Annuitant is living and this Contract is in force. Each additional Purchase Payment must be at least \$250 for Non-Qualified Contracts and \$50 for Qualified Contracts. We may limit the amount of any single Purchase Payment. A single Purchase Payment or the aggregate of all Purchase Payments may not exceed the Maximum Purchase Payment amount shown in the Contract Specifications without our approval.

Purchase Payments are payable in U.S. dollars at our Service Center. Checks should be made payable to **Pacific Life Insurance Company**. If you make Purchase Payments by check other than a cashier's check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared.

Purchase Payment Allocation – Prior to the Annuity Date, you may allocate all or part of your Purchase Payments to one or more of the Investment Options available under this Contract. The Investment Options available on the Contract Date are shown in the Contract Specifications.

You may change the Purchase Payment allocation by providing us with instructions in a form satisfactory to us. We will allocate any Purchase Payment according to your most recent allocation instructions. We may reject any instruction or Purchase Payment if your instructions are not clear and we cannot determine your allocation instructions.

Allocations During the Right to Cancel Period – We will allocate the initial Purchase Payment in accordance with your most recent allocation instructions.

Minimum Investment Option Value – We reserve the right to require that, as a result of any allocation to an Investment Option, any transfer, or any withdrawal, the remaining Account Value in any Investment Option must be at least \$500.

We also reserve the right to transfer any remaining Account Value that does not meet such minimum amount to your other Investment Options on a pro rata basis relative to your most recent allocation instructions for those Investment Options.

VARIABLE INVESTMENT OPTIONS

Variable Investment Options – The Variable Investment Options consist of Subaccounts of the Separate Account. The available Subaccounts as of the Contract Date are shown in the Contract Specifications.

Separate Account – We established the Separate Account under the laws of the state of California. The Separate Account is maintained under the laws of our state of domicile. Any income, gains or losses (whether or not realized) from the assets of each Variable Account are credited or charged against such Variable Account without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this Contract and other variable annuity contracts. Assets may be put in our Separate Account for other purposes, but not to support contracts other than variable annuity contracts. The assets of our Separate Account are our property. The portion of the Separate Account assets equal to the reserves and other Contract liabilities with respect to each Variable Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a separate account in excess of the reserves and other liabilities with respect to its Variable Accounts to another separate account or to our General Account. All obligations arising under the Contract are our general corporate obligations. We do not hold ourselves out to be trustees of the Separate Account assets.

We reserve the right, subject to compliance with the law then in effect, and after any required regulatory approval, to:

- cease offering any Subaccount;
- add or change designated investment companies or their portfolios, or other investment vehicles;
- add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account or any Variable Account;
- permit conversion or exchanges between portfolios and/or classes of contracts on the basis of Owners' requests;
- add, remove or combine Variable Accounts;
- combine the assets of any Variable Account with any of our other Separate Accounts or of any of our affiliates;
- register or deregister Separate Account A or any Variable Account under the 1940 Act;
- operate any Variable Account as a managed investment company under the 1940 Act, or any other form permitted by law;
- run any Variable Account under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of Owners with respect to any Variable Account or other persons who have voting rights as to any Variable Account;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the Contracts as annuities under the Code;
- make other changes required under federal or state law relating to annuities;
- suspend or discontinue sale of the Contracts; and
- comply with applicable law.

If any of these changes result in a material change in the underlying investments of a Variable Account, we will notify you of such change.

We will not change the investment policy of the Separate Account without following the filing and other procedures of the insurance supervisory official of our state of domicile and the filing and other procedures established by insurance regulators of the state of delivery. Unless required by law or regulation, an investment policy may not be changed without our consent.

From time to time we may make other Investment Options available to you. Any new Investment Option may invest in portfolios of the designated investment company, other designated investment companies or their portfolios, or in other investment vehicles. New Investment Options will be made available to existing Owners at our discretion. We will provide you with written notice of all material details, including investment objectives and charges. We will comply with the filing procedures established by the IIPRC.

CONTRACT VALUES

Contract Value – The Contract Value on any Business Day is equal to the Variable Account Value.

We generally determine values on each day that the New York Stock Exchange is open, provided our administrative offices are also open on that day.

Variable Account Value – The Variable Account Value on any Business Day is the sum of the Subaccount Values on that day.

Subaccount Value – Each Subaccount Value on any Business Day is equal to the number of Subaccount Units in that Subaccount multiplied by the Unit Value of the Subaccount on that day.

We credit the Subaccount with Subaccount Units as a result of any:

- Purchase Payments received by us, reduced by any applicable premium taxes and/or other taxes, allocated to that Subaccount;
- transfers to that Subaccount; and
- additional amounts allocated to that Subaccount.

We debit the Subaccount with Subaccount Units as a result of any:

- transfers from that Subaccount;
- withdrawals;
- amounts applied to provide for annuity payments;
- annual charges for expenses relating to optional benefit riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The number of Subaccount Units we credit to, or debit from, a Subaccount in connection with a transaction is equal to the amount of the transaction applicable to that Subaccount divided by that Subaccount's Unit Value at the end of the valuation period that includes that day. The number of Subaccount Units in a Subaccount will change only if we credit or debit Subaccount Units for the transactions specified above. The number of Subaccount Units will not change because of subsequent changes in the Subaccount Unit Value.

Subaccount Unit Value – The initial Unit Value of each Subaccount was \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Unit Value for each Subaccount is equal to (Y) times (Z), where:

(Y) is the Unit Value for that Subaccount as of the end of the prior Business Day; and

(Z) is the Net Investment Factor for that Subaccount for the period (a "valuation period") between the prior Business Day and that Business Day.

Net Investment Factor – Each Subaccount's Net Investment Factor for any valuation period is equal to $(A / B) - C$, where:

(A) equals:

- (a) the net asset value per share of the corresponding portfolio shares held by the Subaccount as of the end of that valuation period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that valuation period on the portfolio shares held by the Subaccount; plus or minus
- (c) any per share charge or credit for any income taxes, other taxes, or amounts set aside during that valuation period as a reserve for any income and/or any other taxes for which we determine to have resulted from the operations of the Subaccount or Contract, and/or any taxes attributable, directly or indirectly, to Purchase Payments;

(B) is the net asset value per share of the portfolio shares held by the Subaccount as of the end of the prior valuation period; and

(C) is a factor that we assess against the Subaccount's net assets for each calendar day in the valuation period for the mortality and expense risk charge plus the administrative fee.

CHARGES, FEES AND DEDUCTIONS

Administrative Fee – We charge an administrative fee against the assets held in the Variable Investment Option(s). This fee is assessed daily at the annual rate which is shown in the Contract Specifications. This fee is guaranteed not to increase.

Mortality and Expense Risk Charge (“Risk Charge”) – We impose a Risk Charge against the assets held in the Variable Investment Option(s). This charge is assessed daily at the annual rate which is shown in the Contract Specifications. The Risk Charge compensates us for the risks we assume that mortality and expenses will vary from those we assumed. This charge is guaranteed not to increase.

Premium Taxes – From the Contract Value, we will deduct a charge for any taxes we pay that are attributable to Purchase Payments or withdrawals. Such taxes may include, but are not limited to: any federal, state or local premium or retaliatory taxes; and any federal, state or local income, excise, business or any other type of tax (or component thereof), measured by or based upon, directly or indirectly, the amount of Purchase Payments we receive from you. We will normally deduct this charge upon annuitization. However, we may impose this charge on any withdrawal, at the time any death benefit is paid, when the taxes are incurred or when we pay the taxes. We will base this charge on the Contract Value, the amount of the transaction, the aggregate amount of Purchase Payments we receive under the Contract; or any other amount that, in our sole discretion, we deem appropriately reimburses us for premium taxes paid on this Contract.

Other Taxes – We reserve the right to charge the Separate Account and/or deduct from the Contract Value a charge for any federal, state or local taxes we pay that are or become attributable to the Separate Account or Contract, including, but not limited to, income taxes attributable to our operation of the Separate Account or to our operations with respect to the Contract, or taxes attributable, directly or indirectly, to Purchase Payments or payments we make under this Contract.

TRANSFER PROVISIONS

Transfers – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, transfer all or part of the Contract Value, in any Investment Option among other Investment Options, while the Annuitant is living and the Contract is in force.

Your transfer request must specify:

- (a) **the Investment Option (the “source account”) from which the transfer is to be made.** You may choose one or more Investment Options as your source account(s). Your source account may not also be a target account;
- (b) **the amount of the transfer.** The amount of the transfer may be specified as a dollar amount or a percentage of the source Account Value. If you select more than one source account, the amount of the transfer from each source account must be at least the lesser of either \$250 or the full source Account Value; and
- (c) **the Investment Option (the “target account”) to receive the transferred amount.** You may choose one or more Investment Options as your target account(s). If you select more than one target account, your request must specify how the transferred amounts are to be allocated among the target accounts. Your source account may not also be a target account.

Transfers among Investment Options will normally be effective as of the end of the Business Day the transfer request, in a form satisfactory to us, is received at our Service Center.

Transfer Limitations and Restrictions – The following limitations and restrictions apply to transfers among Investment Options:

- (a) Transfers are allowed thirty (30) days after the Contract Date.
- (b) Transfers are limited to twenty-five (25) transfers during each Calendar Year and only two (2) per month, into or out, that affect any international Investment Options. For the purpose of applying this limitation, transfers that occur on the same day are considered one transfer and transfers that occur as a result of any systematic transfer option are excluded from the maximum twenty-five (25) transfers per Calendar Year limitation.
- (c) Transfers to or from an Investment Option cannot be made until the eighth (8th) calendar day (provided that day is a Business Day) from the last day of the most recent transfer to or from that Investment Option. The day of the most recent transfer is considered as the first (1st) calendar day for purposes of meeting this requirement. Transfers that occur as a result of any systematic transfer option are excluded from this requirement.
- (d) If a transfer reduces the remaining Account Value in any Investment Option immediately after such transfer to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

- (e) We further reserve the right to restrict, in our sole discretion and without prior notice, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions could include:
 - (i) not accepting transfer instructions from an individual or entity acting on behalf of more than one Contract Owner; and
 - (ii) not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.
- (f) We further reserve the right to modify the limits described in subparagraphs (a) through (e) above or to impose, without prior notice, other limitations and restrictions on transfers or exchanges that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners or to comply with any applicable federal laws, or any other applicable rules and regulations.

WITHDRAWAL PROVISIONS

Withdrawals – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, withdraw all or a portion of the amount available under this Contract, while the Annuitant is living and the Contract is in force. However, no withdrawals are allowed within thirty (30) days of the Contract Date.

You may specify that the withdrawal be taken from a specific Investment Option(s) or pro rata from all Investment Options. If your request does not specify the Investment Option(s) from which the withdrawal is to be made, the withdrawal will be taken pro rata from all Investment Options relative to the Account Value in each option.

Withdrawals will normally be effective as of the end of the Business Day the withdrawal request, in a form satisfactory to us, is received at our Service Center.

Minimum Withdrawal Amount – The minimum amount that may be withdrawn is as follows:

- \$500 for each unscheduled Withdrawal
- \$250 for each systematic Withdrawal
- \$100 for each systematic Withdrawal paid by electronic funds transfer (EFT)

If the withdrawal reduces the Account Value in any Investment Option to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If the withdrawal reduces the Contract Value to an amount less than \$1,000, we may terminate this Contract and pay you the withdrawal proceeds (see **Full Withdrawal** provision). We will not terminate the Contract if you own an optional Guaranteed Minimum Withdrawal Benefit (GMWB) rider and a withdrawal reduces the Contract Value to an amount less than \$1,000. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

Full Withdrawal – You may, on or before the Annuity Date, make a full withdrawal under this Contract for its withdrawal proceeds, while the Annuitant is living and the Contract is in force. We may require the return of this Contract or a signed Lost Contract Affidavit with your request. A full withdrawal will terminate the Contract. Your request for a full withdrawal will normally be effective as of the end of the Business Day such request, in a form satisfactory to us, is received at our Service Center. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

Amount Available for Withdrawal – The amount available for withdrawal is the Contract Value as of the end of the Business Day on which the withdrawal request is effective, less any:

- charges for expenses relating to optional riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

DEATH BENEFIT PROVISIONS

Death Benefit – A death benefit will be payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while this Contract is in force.

The proceeds of any death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the "Notice Date"). Such proceeds will equal the Death Benefit Amount reduced by any charges for premium taxes and/or other taxes, if proceeds are used to purchase an Annuity Option from us.

These proceeds may be payable in a lump sum, as periodic payments under an Annuity Option available under this Contract, towards the purchase of any other Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

If there are multiple Beneficiaries, the Death Benefit Amount will be calculated when we first receive proof of death and instructions, in proper form, from any Beneficiary. Any Death Benefit Amount still remaining to be paid to any other Beneficiary will fluctuate with the performance of the underlying Investment Options.

Death Benefit Amount – The Death Benefit Amount as of any Business Day prior to the Annuity Date is equal to the Contract Value as of that day.

Death of Annuitant – If the Annuitant dies before the Owner and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date. Unless there is a surviving Joint Annuitant or Contingent Annuitant, we will pay the death benefit proceeds to the first person among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds; following the death of the sole surviving Annuitant:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to the Owner's estate.

If an Annuitant dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant. If there is no surviving Joint Annuitant and there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant. No death benefit will be paid, except as otherwise provided under the Death Benefit provision.

If you are the Annuitant and you die, we will determine the amount of any death benefit and to whom it will be paid under this **Death of Annuitant** provision. If the Contract is issued as a Non-Qualified Contract, we will distribute any death benefit proceeds under the **Death of Owner Distribution Rules** provision.

Death of Owner – If the Owner dies before the sole surviving Annuitant and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date.

If the Owner dies before the sole surviving Annuitant and before the Annuity Date, we will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to your estate.

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

Death of Owner Distribution Rules – The following rules will determine when a distribution must be made under this Contract. These rules do not affect our determination of the amount of death benefit proceeds payable or distribution proceeds. If there is more than one Owner, these rules apply on the date on which the first of these Joint Owners die.

If the Owner dies before the Annuity Date, the designated recipient of the death benefit proceeds may elect to receive the death benefit proceeds:

- in a lump sum payment;
- within five (5) years following the Owner's death; or
- in the form of an annuity for life or over a period that does not exceed the life expectancy of the designated recipient, with annuity payments that start within one (1) year after the Owner's death.

Unless otherwise required by law, an election to receive an annuity (in lieu of a lump sum payment) must be made within such time frames as we may prescribe from time to time, or the lump sum payment option will be deemed elected. We will consider that deemed election as our receipt of instructions regarding payment of the death benefit proceeds.

The Owner may designate that the Beneficiary is to receive the death benefit proceeds either through an annuity for life or over a period that does not exceed the life expectancy of the Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked by the Owner in writing in a form acceptable to us. Upon death of the Owner, the Beneficiary cannot revoke or modify any designation made by the Owner on how the death benefit proceeds are to be paid.

If the spouse of the deceased Owner is the sole surviving Beneficiary, or is the sole surviving Joint Owner, and has an unrestricted right to receive the death benefit proceeds in a lump sum, the spouse may continue this Contract as Owner rather than receive the death benefit proceeds, provided that we receive instructions to continue the Contract within such time frames as we may prescribe from time to time.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under this Contract must be made at least as rapidly as the rate that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first among the following who is (1) living; or (2) an entity entitled to assume the Owner's rights granted by the contract:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

This Contract incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes, including the requirement that, if the Owner dies before the Annuity Date, any death benefit proceeds under this Contract shall be distributed within five (5) years of the Owner's death (or such other period that we offer and that is permitted under the Code or such shorter period as we may require).

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 408 or 408A of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

BENEFICIARY PROVISIONS

Designation of Beneficiary – The Beneficiary is the person you name who may receive any death benefit proceeds, or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. The Owner can name more than one Beneficiary. Multiple Beneficiaries will share the death benefit proceeds (or any remaining annuity payments) equally, unless otherwise specified. If any Beneficiary predeceases the Annuitant or Owner, that Beneficiary's interest will go to any other Beneficiaries named, according to their respective interests, unless otherwise specified. If you leave no surviving Beneficiary, your estate may receive the death benefit proceeds.

If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any death benefit proceeds, nor for how the trustee disposes of any death benefit proceeds. If before payment of any death benefit proceeds, we receive proper notice that the trust has been revoked or is not in effect, then any death benefit proceeds payable will be paid to the Contingent Beneficiary, if living; if not to the Owner's estate.

Adding or Changing Your Beneficiary – You may add, change, or remove any Beneficiary, subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of the notice.

ANNUITY PROVISIONS

Choice of Annuity Date – Unless otherwise changed as provided below, the Annuity Date is shown in the Contract Specifications. We assigned the Annuity Date based on the Contract type chosen and the Annuitant's Age shown in the application for this Contract. If there are Joint Annuitants, the Annuity Date was based on the younger Annuitant's birthday.

The Annuity Date may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date or new Annuity Date, whichever is earlier, subject to any applicable federal law or the Code.

The new Annuity Date may not be earlier than the first Contract Anniversary and must occur on or before the day the Annuitant reaches his or her 95th birthday, or earlier, as required by any applicable federal law or the Code. If there are Joint Annuitants, the Annuity Date will be based on the younger Annuitant's birthday. You may be subject to additional restrictions under your Qualified Plan. You should consult with your Qualified Plan administrator before you elect an Annuity Date.

Default Annuity Option – If you have a Non-Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 95th birthday or your younger Joint Annuitant's 95th birthday, whichever applies. If you have a Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 95th birthday. However, some states' laws or federal laws may require a different Annuity Date. Certain Qualified Contracts may require distributions to occur at an earlier age.

If you have not specified an Annuity Option or do not instruct us otherwise, at your Annuity Date your Contract Value, less charges for premium taxes and/or other taxes, will be converted (if this amount is at least \$10,000) to a fixed annuity payout option on the Annuity Date.

Additionally:

- If you have a Non-Qualified Contract, your default Annuity Option will be Life with a ten year Period Certain; or
- If you have a Qualified Contract, your default Annuity Option will be Life with five year Period Certain, or a shorter period certain as may be required by federal regulation. If you are married, different requirements may apply. Please contact your plan administrator for further information, if applicable.
- If the amount is less than \$10,000, the entire amount will be distributed in one lump sum.

Application of Contract Value – Prior to the Annuity Date, you may elect to convert all or part of the Contract Value less any charge for premium taxes and/or other taxes, to any currently offered Annuity Option. The aggregate amount you convert must be at least \$10,000; otherwise, we reserve the right to terminate this Contract and pay a single amount equal to the withdrawal proceeds as determined under the **Full Withdrawal** provision. You may elect to have annuity payments made monthly, quarterly, semiannually, or annually. Regardless of the frequency of payments, the minimum annuity payment that you may elect to receive is \$250. We reserve the right to reduce the frequency of payments or the period certain if the initial annuity payment is less than \$250. We reserve the right to pay the amount in a lump sum withdrawal if no annuity benefit equals or exceeds the minimum annuity payment.

Subject to the **Withdrawal Provisions**, you may also elect a full withdrawal in lieu of annuity payments under an Annuity Option.

If you convert only a portion of the Contract Value on the Annuity Date, you may, at that time, elect not to have the remainder of the Contract Value distributed, but instead to continue the Contract with that remaining Contract Value. This option may or may not be available, or may be available only for certain types of Contracts. If this option is available and you elect it, you would choose a second Annuity Date for such Contract Value. All references in this Contract to the Annuity Start Date (or Annuity Date) would, with regard to such Contract Value, be deemed to refer to that second Annuity Date. The second Annuity Date may not be after the Annuitant's 95th birthday. You should consult with your tax adviser for more information if you desire this option.

Your Selections – Prior to the Annuity Date, you may make two selections about the annuity payments. First, you may choose the form of annuity payments (Annuity Option). Second, you may choose to have annuity payments made monthly, quarterly, semiannually, or annually.

The first annuity payment will be sent on the day following the Annuity Date and must be at least \$250. We may reduce the payment frequency if the first annuity payment is less than \$250. If you elect annuity payments for a Period Certain Only, we also reserve the right to reduce the Period Certain to meet the \$250 minimum first payment.

Once annuity payments begin, no changes can be made to either the Annuity Option or the basis on which such payments are made, no additional purchase payments will be accepted and no withdrawals will be allowed.

Fixed Annuities – You will receive a fixed annuity (with fixed-dollar payments). We will apply the amount you convert to a fixed annuity, based on the Contract Value on the Annuity Date. Any amount you convert to a fixed annuity will be held in our General Account.

Each periodic payment under the fixed annuity will be equal to the amount of the first fixed annuity payment (unless you elect a joint and survivor life annuity with reduced survivor payments).

Amount of Payments – The first annuity payment amount depends on the Annuity Option and payment frequency. If you do not choose the Period Certain Only Option, the amount will depend on the Age of the Annuitant(s), the Annuity Date, and the sex of the Annuitant(s), unless unisex factors apply.

Fixed Annuity Payments – The minimum guaranteed income purchased per \$1,000 of the net amount applied to a fixed annuity is based on an annual interest rate shown in the Contract Specifications and the 2000 Individual Annuity Mortality Table with the ages set back ten (10) years.

Conversion to Current Rates – Annuity payments will be based on the greater of:

- our current income factors in effect for this Contract on the Annuity Date; or
- our guaranteed income factors set forth in this Contract.

The dollar amount of any payments after the first annuity payment is specified during the annuity payment period according to the provisions of the elected Annuity Option.

Periodic Payments – The first payment under the Annuity Options will be determined on the Annuity Date and will be made on the day following the Annuity Date.

For a Beneficiary entitled to a death benefit due to the death of any Owner or the sole surviving Annuitant, the first payment will be made on the first day of the calendar month, or earlier at our option, next following the day we receive due proof of the death and instructions regarding payment, (called the "Payment Start Date"), and such other documentation as we may require. Subsequent payments will be determined on the day in each payment period that corresponds to the Payment Start Date and will be made on the following day.

ANNUITY OPTIONS

The following Annuity Options are available under this Contract. Additional options may become available in the future:

Option 1 – Life Only: Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.

Option 2 – Life with Period Certain: Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If the Annuitant dies after all of the payments under the period certain have been paid, payments will stop when the Annuitant dies.

Additionally, if payments are elected under this option, you may redeem all remaining guaranteed payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed payments at the assumed investment return.

Option 3 – Joint and Survivor Life: Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant. If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66-2/3% of the original fixed payment payable during the lifetime of the Primary Annuitant.

Option 4 – Period Certain Only: Periodic payments are made to the designated payee and are guaranteed for a specified period. You may choose to have payments guaranteed ten (10) through thirty (30) years (in full years only). Additional options may become available in the future.

If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of the guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

Additionally, if payments are elected under this option, you may redeem all remaining guaranteed payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed payments at the assumed investment return.

ANNUITY OPTION TABLES

Applicability of Rates – For the fixed Annuity Option, the Annuity Option Tables contained in the following pages illustrate the minimum guaranteed monthly income purchased per \$1,000 of the amount applied.

For some Qualified Plans and in some states, the use of sex-distinct income factors are prohibited. For those Qualified Plans, we use blended unisex income factors for life payment options for both male and female Annuitants.

Basis of Computations – The actuarial basis for the fixed Annuity Option Tables is the Annuity 2000 Mortality Table with the ages set back ten (10) years with interest at an annual rate as shown in the Contract Specifications.

Rates Not Shown – Any rates and/or ages not shown in the tables contained in this Contract will be provided by the Company upon request.

Annuity benefits will not be less than those that would have been provided by the application of an amount to purchase any single premium immediate annuity offered by us at the time annuity payments commence to the same class of annuitants.

OPTIONS 1 AND 2
LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS

Fixed Annuity Rates

Age	Male at 1.50%			Female at 1.50%			Unisex at 1.50%		
	Life Only	Life with Guaranteed		Life Only	Life with Guaranteed		Life Only	Life with Guaranteed	
		10 Yr.	20 Yr.		10 Yr.	20 Yr.		10 Yr.	20 Yr.
30	2.09	2.09	2.08	2.01	2.01	2.00	2.05	2.05	2.04
35	2.20	2.20	2.19	2.10	2.10	2.10	2.15	2.15	2.15
40	2.33	2.33	2.32	2.22	2.22	2.21	2.28	2.27	2.27
45	2.49	2.49	2.47	2.36	2.36	2.35	2.43	2.42	2.41
50	2.69	2.68	2.66	2.53	2.53	2.51	2.61	2.61	2.59
55	2.94	2.93	2.88	2.74	2.73	2.71	2.84	2.83	2.80
60	3.24	3.22	3.14	3.00	2.99	2.95	3.12	3.11	3.05
65	3.63	3.60	3.45	3.34	3.32	3.24	3.49	3.46	3.35
70	4.15	4.07	3.79	3.78	3.74	3.58	3.96	3.91	3.69
75	4.85	4.69	4.14	4.37	4.28	3.96	4.61	4.49	4.05
80	5.82	5.45	4.44	5.19	5.00	4.32	5.50	5.23	4.39
85	7.15	6.32	4.65	6.39	5.91	4.60	6.76	6.12	4.63
90	9.01	7.22	4.76	8.16	6.93	4.75	8.58	7.08	4.75
95	11.61	8.00	4.81	10.79	7.86	4.80	11.20	7.93	4.80

OPTION 3 – JOINT AND 50% SURVIVOR LIFE

Primary Annuitant

Male Age

		60	65	70	75	80	85
Female Age	60	<u>1.50% Fixed</u> 2.96	<u>1.50% Fixed</u> 3.16	<u>1.50% Fixed</u> 3.39	<u>1.50% Fixed</u> 3.64	<u>1.50% Fixed</u> 3.91	<u>1.50% Fixed</u> 4.20
	65	3.03	3.27	3.54	3.84	4.16	4.49
	70	3.10	3.37	3.69	4.04	4.43	4.84
	75	3.15	3.46	3.82	4.24	4.72	5.23
	80	3.18	3.52	3.93	4.43	5.00	5.64
	85	3.21	3.57	4.01	4.58	5.26	6.06

Primary Annuitant

Unisex Age

		60	65	70	75	80	85
Unisex Age	60	<u>1.50% Fixed</u> 2.91	<u>1.50% Fixed</u> 3.13	<u>1.50% Fixed</u> 3.36	<u>1.50% Fixed</u> 3.63	<u>1.50% Fixed</u> 3.92	<u>1.50% Fixed</u> 4.23
	65	2.97	3.22	3.50	3.81	4.15	4.52
	70	3.02	3.30	3.62	3.99	4.40	4.85
	75	3.06	3.36	3.73	4.16	4.66	5.21
	80	3.08	3.41	3.81	4.30	4.89	5.58
	85	3.10	3.44	3.87	4.41	5.10	5.93

OPTION 3 – JOINT AND 66 2/3% SURVIVOR LIFE

Primary Annuitant

Male Age

		60	65	70	75	80	85
Female Age	60	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>
	65	2.87	3.03	3.20	3.36	3.53	3.69
	70	2.97	3.17	3.38	3.59	3.80	4.00
	75	3.05	3.29	3.56	3.83	4.11	4.37
	80	3.11	3.40	3.72	4.07	4.44	4.80
	85	3.16	3.48	3.86	4.30	4.78	5.27
	85	3.19	3.54	3.97	4.49	5.10	5.76

OPTION 3 – JOINT AND 100% SURVIVOR LIFE

Primary Annuitant

Male Age

		60	65	70	75	80	85
Female Age	60	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>
	65	2.72	2.80	2.87	2.92	2.95	2.97
	70	2.85	2.98	3.09	3.18	3.24	3.28
	75	2.96	3.15	3.32	3.47	3.58	3.66
	80	3.05	3.29	3.54	3.77	3.97	4.12
	85	3.12	3.41	3.73	4.07	4.39	4.66
	85	3.17	3.50	3.89	4.33	4.80	5.25

OPTION 4 – PERIOD CERTAIN ONLY

Monthly Income			
<u>Years</u>	1.50% <u>Fixed</u>	<u>Years</u>	1.50% <u>Fixed</u>
10	8.96	21	4.62
11	8.21	22	4.44
12	7.58	23	4.28
13	7.05	24	4.13
14	6.59	25	3.99
15	6.20	26	3.86
16	5.85	27	3.75
17	5.55	28	3.64
18	5.27	29	3.54
19	5.03	30	3.44
20	4.81		



Pacific Life Insurance Company • [700 Newport Center Drive • Newport Beach, CA 92660]

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Annuities Payable in Fixed Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating



PACIFIC LIFE

Pacific Life Insurance Company
 [P.O. Box 2378, Omaha, NE 68103-2378
 or 1299 Farnam Street, 6th Floor, RSD, Omaha, NE 68102
 www.PacificLife.com
 Contract Owners: (800) 722-4448
 Registered Representatives: (800) 722-2333]

[Pacific Variable Annuity]

*Individual Deferred Variable
Annuity Application*

NOTE: This application may only be used in the following states: [AR, CT, DE, DC, MT, ND, & SD].

1. ANNUITANT(S) *Must be an individual. Check product guidelines for maximum issue age.*

Name (First, Middle, Last) John, James, Doe		Birth Date (mo/day/yr) 01/01/1950	Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F
Mailing Address 123 Any Street	City, State, ZIP Anytown, NE 12345		SSN 123-45-6789
Residential Address (if different than mailing address)	City, State, ZIP		

Solicited at: State _____	<i>Complete this box for custodial-owned qualified contracts only. Will not be valid for any other contract types. Information put here will be used for contract issue state and registered representative appointment purposes.</i>
------------------------------	---

ADDITIONAL ANNUITANT *Not applicable for qualified contracts or on contracts with non-natural owners. Check One:* Joint Contingent

Name (First, Middle, Last)		Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address	City, State, ZIP		SSN
Residential Address (if different than mailing address)	City, State, ZIP		

2. OWNER(S) *If annuitant(s) and owner(s) are the same, do not complete this section. Check product guidelines for maximum issue age.*

Name (First, Middle, Last)		Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address	City, State, ZIP		SSN/TIN
Residential Address (if different than mailing address)	City, State, ZIP		

ADDITIONAL OWNER *Not applicable for qualified contracts.*

Name (First, Middle, Last)		Birth Date (mo/day/yr)	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address	City, State, ZIP		SSN
Residential Address (if different than mailing address)	City, State, ZIP		



3. ELECTRONIC INFORMATION CONSENT



E-Mail address: _____

By providing the e-mail address above, I consent to receive documents and notices applicable to my contract, including but not limited to prospectuses, prospectus supplements, reports, statements, immediate confirmations, privacy notice and other notices, and documentation in electronic format when available instead of receiving paper copies of these documents by U.S. mail. I will continue to receive paper copies of annual statements if required by state or federal law. Not all contract documentation and notifications may be currently available in electronic format. I consent to receive in electronic format any documents added in the future. For jointly owned contracts, both owners are consenting to receive information electronically.

I confirm that I have ready access to a computer with Internet access, an active email account to receive this information electronically, and ability to read and retain it. I understand that:

- There is no charge for electronic delivery, although my Internet provider may charge for Internet access.
- I must provide a current e-mail address and notify Pacific Life promptly when my e-mail address changes.
- I must update any e-mail filters that may prevent me from receiving e-mail notifications from Pacific Life.
- I may request a paper copy of the information at any time for no charge, even though I consented to electronic delivery, or if I decide to revoke my consent.
- For jointly owned contracts, both owners are consenting that the primary owner will receive information electronically. (Only the primary owner will receive e-mail notices.)
- Electronic delivery will be cancelled if e-mails are returned undeliverable.
- This consent will remain in effect until I revoke it.

Pacific Life is not required to deliver this information electronically and may discontinue electronic delivery in whole or in part at any time. Please call (800) 722-4448 if you would like to revoke your consent, wish to receive a paper copy of the information above, or need to update your e-mail address.

4. TELEPHONE/ELECTRONIC AUTHORIZATION

CHECK IF YES Yes

TELEPHONE/ELECTRONIC TRANSACTION AUTHORIZATION As the owner, I will receive this privilege automatically.

If a contract has joint owners, each owner may individually make telephone and/or electronic requests. By checking "Yes," I am also authorizing and directing Pacific Life to act on telephone or electronic instructions from any other person(s) who can furnish proper identification. Pacific Life will use reasonable procedures to confirm that these instructions are authorized and genuine. As long as these procedures are followed, Pacific Life and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost.

5. HOUSEHOLDING By signing this application I consent to Pacific Life mailing one copy of contract owner documents to multiple contract owners who share the same household address. Such documents will include prospectuses, prospectus supplements, announcements, and reports, but will not include contract-specific information such as transaction confirmations and statements. This service, known as "householding," reduces expenses, environmental waste, and the volume of mail I receive. If I do not wish to participate in this service and prefer to receive my own contract owner documents, I have checked the box below.

I elect **NOT** to participate in householding.

6. BENEFICIARIES If a beneficiary classification is not indicated, the class for that beneficiary will be primary. Each beneficiary class must equal 100%. Multiple beneficiaries will share the death benefit equally, unless otherwise specified. For contracts owned by a non-individual custodian (including IRAs, 457, and qualified plans) or other non-natural owners, the beneficiary will be the owner listed on the application and information provided below will not be valid. Use Section 12, Special Requests, to provide additional beneficiary information.

Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage %



7. CONTRACT TYPE *Select ONE.*

<input checked="" type="checkbox"/> Non-Qualified ^{1,2}	<input type="checkbox"/> SIMPLE IRA ⁴	<input type="checkbox"/> Roth IRA ³	<input type="checkbox"/> 401(a) ⁵	<input type="checkbox"/> 457(b)-gov't. entity ⁵	<input type="checkbox"/> Keogh/HR-10 ⁵
<input type="checkbox"/> IRA ³	<input type="checkbox"/> SEP-IRA	<input type="checkbox"/> Individual(k) ⁶	<input type="checkbox"/> 401(k) ⁵	<input type="checkbox"/> 457(b)-501(c) tax exempt ⁵	

[¹For trust-owned contracts, complete Trustee Certification and Disclosure. ²For non-qualified contracts, if Owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. ³For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification. ⁴Complete SIMPLE IRA Employer Information. ⁵Complete Qualified Plan and 457(b) Plan Disclosure. ⁶Complete Individual(k) Qualified Plan Disclosure.]

8. INITIAL PURCHASE PAYMENT *[Make check payable to Pacific Life Insurance Company.]*

8A. NON-QUALIFIED CONTRACT PAYMENT TYPE
Indicate type of initial payment.

<input type="checkbox"/> 1035 exchange(s)/estimated transfer...\$ _____
<input checked="" type="checkbox"/> Amount enclosed.....\$ <u>50,000.00</u>

8B. QUALIFIED CONTRACT PAYMENT TYPE *Indicate type of initial payment. If no year is indicated, contribution defaults to current tax year.*

<input type="checkbox"/> Transfer	\$ _____
<input type="checkbox"/> Rollover	\$ _____
<input type="checkbox"/> Contribution	\$ _____ for tax year _____

9. REPLACEMENT

9A. EXISTING INSURANCE

CHECK ONE	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------	------------------------------	--

Do you have any existing life insurance or annuity contracts with this or any other company?
(Default is "Yes" if neither box is checked.)

9B. REPLACEMENT

CHECK ONE	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------	------------------------------	--

Will the purchase of this annuity result in the replacement, termination or change in value of any existing life insurance or annuity in this or any other company? If "Yes," provide the information below for each policy or contract being replaced and attach any required state replacement and/or 1035 exchange/transfer forms.

Insurance Company Name	Policy or Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity
Insurance Company Name	Policy or Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity

10. OPTIONAL RIDERS *Subject to state availability. To qualify for rider benefits, the entire contract value must stay invested in allowable investment option programs Pacific Life makes available for the riders. Guaranteed Minimum Withdrawal Benefit Riders are irrevocable after election. There are investment and transfer restrictions associated with these riders. Optional Guaranteed Minimum Withdrawal Benefit Riders are not available with Inherited IRA and Inherited Roth IRA business.*

[Guaranteed Minimum Withdrawal Benefit *You may select only ONE.*

- Rider - Single Life** *Annuitant(s) must not be over age 85 at issue.*
- Rider - Joint Life** *Both spouses must not be over age 85 at issue. See note below.*

Note (applies to Joint Life selections): Available only if the Contract Type selected in Section 7 is Non-qualified (not available if the Owner is a trust or other entity), IRA (including custodial IRAs), Roth IRA, SIMPLE IRA, or SEP-IRA. Joint Owners must be spouses, if applicable. If the contract is owned by a sole Owner, the Owner's spouse must be designated as the sole primary beneficiary. Complete the beneficiary information in Section 6. If this is a custodial-owned IRA, it is the responsibility of the custodian to verify that the beneficiary designation at the custodian is the spouse of the Annuitant.]

If any rider selected in this section cannot be added to the contract due to age and/or other rider restrictions or state availability, the contract will be issued without that rider.



11. REBALANCING *Optional.*

<input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually
--

12. SPECIAL REQUESTS *If additional space is needed, attach a letter signed and dated by the Owner(s).*

13. FRAUD NOTICE

[Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

FOR DC RESIDENTS ONLY: **WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.]

14. ALLOCATION OPTIONS Use this section to allocate 100% of your investment. Use whole percentages only. Additional investments will be allocated based on the options below, and where applicable if a selection was made in section 12, unless alternate instructions are on file or provided with the investment.

[Investment Portfolios]	[Fund 1]	_____ 100 _____%	_____ %Total
	[Fund 2]	_____ %	
	[Fund 3]	_____ %	

15. STATEMENT OF OWNER(S) I understand that federal law requires all financial institutions to obtain the name, residential address, date of birth, Social Security or taxpayer identification number, and any other information necessary to sufficiently verify the identity of each customer. I understand that failure to provide this information could result in the annuity contract not being issued, delayed or unprocessed transactions, or annuity contract termination. I, the owner(s), understand that I have applied for a variable annuity contract ("contract") issued by Pacific Life Insurance Company ("company"). I received prospectuses for this variable annuity contract. After reviewing my financial background with my registered representative, I believe this contract, including the benefits of its insurance features, will meet my financial objectives based in part upon my age, income, net worth, and tax status, and any existing investments, annuities, or other insurance products I own. If applicable, I considered the appropriateness of full or partial replacement of any existing life insurance or annuity. I also considered my liquidity needs, risk tolerance, and investment time horizon when selecting variable investment options. I understand the terms and conditions related to any optional rider applied for and believe that the rider(s) meet(s) my insurable needs and financial objectives. I have discussed all fees and charges for this contract with my registered representative. I understand that if I cancel a contract issued as a result of this application without penalty during the Right to Cancel initial review period, depending upon the state where my contract is issued, it is possible the amount refunded may be less than the initial amount I invested due to the investment experience of my selected investment options. If I am an active duty member of the United States Armed Forces (including active duty military reserve personnel), I confirm that this application was not solicited and/or signed on a military base or installation, and I have received from the registered representative the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act. I certify, under penalties of perjury, that I am a U.S. person (including a U.S. resident alien) and that the taxpayer identification number is correct. I certify that all answers to questions and statements made on this application are to the best of my knowledge and belief.

I UNDERSTAND THAT BENEFITS AND VALUES PROVIDED UNDER THE CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

Owner's Signature  John James Doe	Date (mo/day/yr)  01/01/2012	Signed at: City  Anytown	State  N E
Joint Owner's Signature (if applicable) 	Date (mo/day/yr) 		

16. REGISTERED REPRESENTATIVE'S STATEMENT

16A.  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you have any reason to believe that the applicant has any existing life insurance policies or annuity contracts? (Default is "Yes" if neither box is checked.)
16B.  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you have reason to believe that any existing life insurance policy or annuity contract has been (or will be) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the contract applied for will be issued?

If "Yes," I affirm that I have instructed the applicant to answer "Yes" to the replacement question in Section 9B of this application. I hereby certify that I have used only Pacific Life's approved sales material in connection with this sale and that copies of all sales materials used were left with the applicant. Any insurer-approved electronically presented sales materials will be provided in printed form to the applicant no later than at the time of the policy or contract delivery. I certify that I have discussed the appropriateness of replacement and followed Pacific Life's written replacement guidelines. I have explained to the owner(s) how the annuity will meet their insurable needs and financial objectives. I certify that I have reviewed this application and have determined that its proposed purchase is suitable as required under law, based in part on information provided by the owner, as applicable, including age, income, net worth, and tax status, and any existing investments and insurance program. I certify that I have provided the applicant with all product and applicable fund prospectuses for this variable annuity contract. I certify that I have also considered the owner's liquidity needs, risk tolerance, and investment time horizon; that I followed my broker/dealer's suitability guidelines in both the recommendation of this annuity and the choice of investment options, and that this application is subject to review for suitability by my broker/dealer. I certify that I have truly and accurately recorded on the application the information provided to me by the applicant. If the applicant is an active duty member of the United States Armed Forces (including active duty military reserve personnel), I certify that this application was not solicited and/or signed on a military base or installation, and I provided to the applicant the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.

I further certify that, prior to soliciting the contract applied for, I have completed all state mandated annuity, insurance, and/or product training and agree to provide documentation of such completion upon request by Pacific Life.

Soliciting Registered Representative's Signature  Cindy Brown	Print Registered Representative's Full Name Cindy Brown
Registered Representative's Telephone Number (123) 456-7890	Registered Representative's E-Mail Address
Broker/Dealer's Name ABC Brokerage	Brokerage Account Number (optional)

Send completed application as follows:

APPLICATION WITH PAYMENT:

[Regular Mail Delivery: P.O. Box 2290, Omaha, NE 68103-2290
 Express Mail Delivery: 1299 Farnam Street, 6th Floor, RSD, Omaha, NE 68102

APPLICATION WITHOUT PAYMENT:

Regular Mail Delivery: P.O. Box 2378, Omaha, NE 68103-2378
 Express Mail Delivery: 1299 Farnam Street, 6th Floor, RSD, Omaha, NE 68102]





GUARANTEED WITHDRAWAL BENEFIT IX RIDER – SINGLE LIFE

Pacific Life Insurance Company, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

The purpose of the guaranteed living benefit provided under this Rider is to provide security through a stream of income payments to the Owner. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination of Rider provision.

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RIDER SPECIFICATIONS

Rider Effective Date: [Date]
Annual Charge Percentage: [0.80%]
Maximum Annual Charge Percentage: 1.50%

The initial Annual Charge percentage is guaranteed under the conditions stated in this Rider and in effect when it was set. Utilization of resets may increase the Annual Charge percentage, subject to the maximum Annual Charge percentage in this Rider. For a complete description of the charges and deductions shown above, refer to the **Annual Charge** provision of this Rider.

Withdrawal Percentage: Determined by the age of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) at the time of withdrawal, according to the following table:

Age	Withdrawal Percentage
[Before age 59 ½]	[0%]
[59 ½ and older]	[5.0%]

Please refer to the Appendix A attached to this rider for more information regarding investment allocation requirements.

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½,] the Protected Payment Amount on any day after the Rider Effective Date is equal to [zero (\$0).]

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is age [59 ½] or older, the Protected Payment Amount on any day after the Rider Effective Date is equal to [5.0%] multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to [5.0%] of the Protected Payment Base computed on that date.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. **THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.**

Quarterly Contract Anniversary – Every three month anniversary of the Contract Date.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an automatic reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

Guaranteed Withdrawal Benefit IX Rider – Single Life – You have purchased a Guaranteed Withdrawal Benefit IX Rider – Single Life. Subject to the terms and conditions described herein, this Rider:

- a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider;
- b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- c) provides for automatic annual resets of the Protected Payment Base to an amount equal to 100% of the Contract Value if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

This Rider may be purchased and added to the Contract at any time. The rider may be purchased and added to the Contract provided that on the Rider Effective Date:

- a) the age of each Annuitant is [85] years or younger;
- b) the Contract is not issued as an Inherited IRA or Inherited Roth IRA; and

- c) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider. Please refer to Appendix A attached to this Rider. You will be notified in writing if we change these investment allocation requirements in the future.

We will provide you with an annual statement that lists the Protected Payment Amount and Protected Payment Base.

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis. The annual charge is equal to [0.80%] ([0.20%] quarterly) and will not exceed a maximum annual charge percentage of 1.50% (0.375% quarterly).

The charge is deducted, in arrears, on each Quarterly Contract Anniversary that this Rider remains in effect. The charge is equal to the quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. If the Rider is purchased on a date other than a Quarterly Contract Anniversary, we will prorate the charge. The charge will be deducted from the Investment Options on a proportionate basis relative to the Account Value in each such Investment Option.

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Quarterly Contract Anniversary, the entire charge for the prior Quarterly Contract Anniversary will be deducted from the Contract Value on that Quarterly Contract Anniversary.

If the Rider terminates prior to a Quarterly Contract Anniversary for reasons other than death of an Owner or death of the sole surviving Annuitant, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Contract Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of the death of an Owner or death of the sole surviving Annuitant, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the current quarter in the following cases:

- (a) upon full annuitization of the Contract;
- (b) after the Contract Value is zero.

Change in Annual Charge – The annual charge percentage, and corresponding deduction, may change as a result of any automatic reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base is never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

Initial Values – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if purchased after Contract issue, the Contract Value as of the Rider Effective Date.

Subsequent Purchase Payments – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

Limitation on Subsequent Purchase Payments – For purposes of this Rider, in no event may any Purchase Payment received on or after the first (1st) Contract Anniversary, measured from the Rider Effective Date result in

the total of all Purchase Payments received since that Contract Anniversary to exceed \$100,000, without our prior approval.

For purposes of this Rider, we reserve the right to restrict subsequent Purchase Payments.

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding Protected Payment Amount – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount minus the Protected Payment Amount immediately prior to the withdrawal;
- b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B).

The Protected Payment Base will never be less than zero. WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Withdrawals Taken Prior to Age [59 ½] – If a withdrawal is taken and the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½], we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount;
- b) Determine ratio for proportionate reduction (“B”) where B equals A divided by the Contract Value immediately prior to the withdrawal;
- c) Determine the new Protected Payment Base which equals the lesser of:
 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.

The Protected Payment Base will never be less than zero. WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

Withdrawals to Satisfy Required Minimum Distribution – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “RMD withdrawal”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- b) the Annual RMD Amount is based on this Contract only; and
- c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

Depletion of Contract Value – If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is age [59 ½] or older, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- a) the Protected Payment Amount will be paid each year until the day of the first death of an Owner or the date of death of the sole surviving Annuitant. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- b) no additional Purchase Payments will be accepted under the Contract;
- c) the Contract will cease to provide any death benefit.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½], and a withdrawal reduces the Contract Value to zero, this Rider will terminate.

Automatic Reset – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The annual charge percentage may change as a result of any automatic reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each automatic reset.

Automatic Reset – Opt-Out Election – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount, and the annual charge percentage to their respective amounts immediately before the automatic reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the reset is effective.

Any future automatic resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

Application of Rider Provisions – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of quarterly charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

Annuitization – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount calculated based on the Contract Value at the maximum Annuity Date, less any charges for premium taxes and/or other taxes, and the Life Only fixed annuity rates based on the greater of our current income factors in effect for the Contract on the maximum Annuity Date; or our guaranteed income factors; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

Termination of Rider – This Rider will automatically terminate upon the earliest to occur of one of the following events:

- a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- b) the day of the first death of an Owner or the date of death of the sole surviving Annuitant;
- c) the day the Contract is terminated in accordance with the provisions of the Contract;
- d) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount;
- e) the day that the Contract Value is reduced to zero and the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½];
- f) the Annuity Date;
- g) the day we are notified of a change in ownership of a non-qualified Contract, excluding
 - (i) changes in ownership to or from certain trusts; or
 - (ii) adding or removing the Owner’s spouse to the Contract.

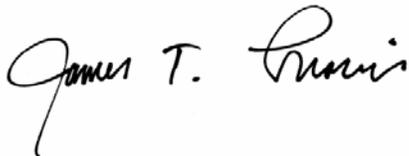
This Rider and the Contract will not terminate if the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount. In this case, the Rider and Contract will terminate under subparagraph (b) above. This Rider does not terminate upon divorce of Joint Owners.

Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown in the Rider Specifications.

All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY

[



Chairman and Chief Executive Officer



Secretary]

GUARANTEED WITHDRAWAL BENEFIT IX RIDER – SINGLE LIFE

SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue by a 60-year old Owner
- Automatic resets are shown, if applicable
- Investment returns are hypothetical

Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000

Example 2: Subsequent Purchase Payment

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$200,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$10,350

Immediately after the \$100,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base is increased by the Purchase Payment amount to \$200,000 (\$100,000 + \$100,000). The Protected Payment Amount after the Purchase Payment is equal to \$10,000 (5% of the Protected Payment Base after the Purchase Payment).

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$10,350 (5% X \$207,000).

Example 3: Withdrawal of Less than the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$200,000	\$200,000	\$10,000

Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$10,350
Activity		\$5,000	\$216,490 (after \$5,000 withdrawal)	\$207,000	\$5,350
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$216,490	\$207,000	\$10,350
Year 3 Contract Anniversary	(After Automatic Reset)		\$216,490	\$216,490	\$10,825

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This reset increases the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$10,350 (5% X \$207,000).

Because the \$5,000 withdrawal during Contract Year 2 did not exceed the \$10,350 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base remains unchanged.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 3 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**see balances at Year 3 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount after the automatic reset at the Year 3 Contract Anniversary is equal to \$10,825 (5% of the reset Protected Payment Base).

Example 4: Withdrawal Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$200,000	\$200,000	\$10,000
Year 2 Contract Anniversary			\$207,000	\$200,000	\$10,000
Year 2 Contract Anniversary			\$207,000	\$207,000	\$10,350
Activity		\$30,000	\$165,000 (after \$30,000 withdrawal)	\$184,975	\$0
Year 3 Contract Anniversary			\$192,000	\$184,975	\$9,249
Year 3 Contract Anniversary			\$192,000	\$192,000	\$9,600

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

Because the \$30,000 withdrawal during Contract Year 2 exceeds the \$10,350 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount: $30,000 - \$10,350 = \$19,650$.

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal: $\$19,650 \div (\$195,000 - \$10,350) = 0.1064$ or 10.64%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the percentage computed above: $\$207,000 - (\$207,000 \times 10.64\%) = \$184,975$.

The Protected Payment Amount immediately after the withdrawal is equal to \$0. This amount is determined by multiplying the Protected Payment Base before the withdrawal by 5% and then subtracting all of the withdrawals made during that Contract Year:

$(5\% \times \$207,000) - \$30,000 = -\$19,650$ or \$0, since the Protected Payment Amount can't be less than zero.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an automatic reset occurs that increases the Protected Payment Base to an amount equal to 100% of the Contract Value on that date. (**Compare the balances at Year 3 Contract Anniversary Prior to and After Automatic Reset**).

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue by a 56 ½-year old Owner
- Automatic resets are shown, if applicable
- Investment returns are hypothetical

Example 5: Early Withdrawal

Contract Year	Owner Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Rider Effective Date	56 ½	\$100,000		\$100,000	\$100,000	\$0
Activity		\$100,000		\$200,000	\$200,000	\$0
Year 2 Contract Anniversary	57 ½	(Prior to Automatic Reset)		\$207,000	\$200,000	\$0
Year 2 Contract Anniversary	57 ½	(After Automatic Reset)		\$207,000	\$207,000	\$0
Activity			\$25,000	\$196,490 (after \$25,000 withdrawal)	\$182,000	\$0
Year 3 Contract Anniversary	58 ½	(Prior to Automatic Reset)		\$196,490	\$182,000	\$0
Year 3 Contract Anniversary	58 ½	(After Automatic Reset)		\$196,490	\$196,490	\$0
Year 4 Contract Anniversary	59 ½	(Prior to Automatic Reset)		\$205,000	\$196,490	\$0
Year 4 Contract Anniversary	59 ½	(After Automatic Reset)		\$205,000	\$205,000	\$10,250

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

Because the \$25,000 withdrawal during **Contract Year 2** exceeds the \$0 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the early withdrawal amount. The early withdrawal amount is the total withdrawal amount of \$25,000.

Second, determine the reduction percentage by dividing the early withdrawal amount determined by the Contract Value prior to the withdrawal: $\$25,000 \div \$221,490 = 0.1129$ or 11.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the greater of (a) the total withdrawal amount (\$25,000) and (b) the reduction percentage ($\$207,000 \times 11.29\%$) = \$23,370. Since \$25,000 is greater than \$23,370, the new Protected Payment Base is computed by subtracting \$25,000 from the prior Protected Payment Base: $\$207,000 - \$25,000 = \$182,000$.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount remains at \$0 since the oldest Owner (youngest Annuitant for Non-Natural Owner) has not reached age 59 ½.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount is set to \$10,250 ($5\% \times \$205,000$) since the oldest Owner (youngest Annuitant for Non-Natural Owner) reached age 59 ½.

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of one or more investment option programs, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The investment option programs described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. The currently available investment option program is comprised of various investment options available with your Contract. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider. You may allocate 100% of your Contract Value among the allowable investment options listed below:

- [Fund 1]
- [Fund 2]
- [Fund 3]

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment option program (or investment options within a program) selection at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment option program or investment options within a program is best suited to your financial needs, investment time horizon, and is consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment option programs or investment options within a program to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs if you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider.

We will send you written notice in the event any transaction described above occurs.



GUARANTEED WITHDRAWAL BENEFIT IX RIDER – JOINT LIFE

Pacific Life Insurance Company, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

The purpose of the guaranteed living benefit provided under this Rider is to provide security through a stream of income payments to the Owner. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination of Rider provision.

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RIDER SPECIFICATIONS

Rider Effective Date: [Date]

Annual Charge Percentage: [1.00%]

Maximum Annual Charge Percentage: 1.75%

The initial Annual Charge percentage is guaranteed under the conditions stated in this Rider and in effect when it was set. Utilization of resets may increase the Annual Charge percentage, subject to the maximum Annual Charge percentage in this Rider. For a complete description of the charges and deductions shown above, refer to the **Annual Charge** provision of this Rider.

Withdrawal Percentage: Determined by the age of the youngest Designated Life at the time of withdrawal, according to the following table:

Age	Withdrawal Percentage
[Before age 59 ½]	[0%]
[59 ½ and older]	[5.0%]

Please refer to the Appendix A attached to this rider for more information regarding investment allocation requirements.

Definition of Terms – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

Designated Lives (each a “**Designated Life**”) – Designated Lives must be natural persons who are each other’s spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, a Designated Life must:

- a) be the Owner (or the Annuitant, in the case of a custodial owned IRA); or
- b) meet the following two conditions:
 - (i) remain the spouse of the other Designated Life; and
 - (ii) be the first in the line of succession as determined under the Contract for payment of any death benefit.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the youngest Designated Life is younger than age [59 ½], the Protected Payment Amount on any day after the Rider Effective Date is equal to [zero (\$0)].

If the youngest Designated Life is age [59 ½] or older, the Protected Payment Amount on any day after the Rider Effective Date is equal to [5.0%] multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to [5.0%] of the Protected Payment Base computed on that date.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM AND IS NOT PAYABLE AS A DEATH BENEFIT.

Quarterly Contract Anniversary – Every three month anniversary of the Contract Date.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an automatic reset occurs.

Spouse – The Owner’s spouse, who is treated as the Owner’s spouse pursuant to federal law.

Surviving Spouse – The surviving spouse of the deceased Owner.

For purposes of this Rider, the term “**withdrawal**” includes any charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

Guaranteed Withdrawal Benefit IX Rider – Joint Life – You have purchased a Guaranteed Withdrawal Benefit IX Rider – Joint Life. Subject to the terms and conditions described herein, this Rider:

- a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the death of all Designated Lives eligible for lifetime benefits, subject to the provisions of this rider;
- b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- c) provides for Automatic Annual Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

We will provide you with an annual statement that lists the Protected Payment Amount and Protected Payment Base.

Eligibility – This Rider may be purchased and added to the Contract at any time. The Rider may be purchased and added to the Contract provided that on the Rider Effective Date:

- a) the Contract is issued as a:
 - (i) Non-Qualified Contract, except that if the Owner is a trust or other non-natural entity, this Rider is not available; or
 - (ii) Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p), except for an Inherited IRA, Inherited Roth IRA, 401(a), 401(k), Individual(k), Keogh, or 457 plan.
- b) the age of each Designated Life is [85] years or younger; and
- c) the Contract is structured such that upon death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract; and
- d) any Annuitant is a Designated Life; and
- e) the entire Contract Value is invested according to the investment allocation requirements applicable to this Rider. Please refer to Appendix A attached to this Rider. You will be notified in writing if we change these investment allocations in the future.

For the purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- a) A sole Owner with the Owner's spouse designated as the sole primary beneficiary; or
- b) Joint Owners, where the Owners are each other's spouses; or
- c) If the Contract is issued as a custodial owned IRA, the beneficial owner must be the Annuitant and the Annuitant's spouse must be designated as the sole primary beneficiary under the Contract. The custodian, under a custodial owned IRA, for the benefit of the beneficial owner, may be designated as sole primary beneficiary, provided that the spouse of the beneficial owner is the sole primary beneficiary of the custodial account.

Annual Charge – An annual charge for expenses related to this Rider will be deducted on a quarterly basis. The annual charge is equal to [1.00%] ([0.25%] quarterly) and will not exceed a maximum annual charge percentage of 1.75% (0.4375% quarterly).

The charge is deducted, in arrears, on each Quarterly Contract Anniversary that this Rider remains in effect. The charge is equal to the quarterly charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. If the Rider is purchased on a date other than a Quarterly Contract Anniversary, we will prorate the charge. The charge will be deducted from the Investment Options on a proportionate basis relative to the Account Value in each such Investment Option.

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Quarterly Contract Anniversary, the entire charge for the prior Quarterly Contract Anniversary will be deducted from the Contract Value on that Quarterly Contract Anniversary.

If the Rider terminates prior to a Quarterly Contract Anniversary for reasons other than death of the sole surviving Designated Life, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Quarterly Contract Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of death of the sole surviving Designated Life, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the current quarter in the following cases:

- a) upon full annuitization of the Contract;
- b) after the Contract Value is zero.

Change in Annual Charge – The annual charge percentage, and corresponding deduction, may change as a result of any automatic reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base is never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

Initial Values – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if purchased after Contract issue, the Contract Value as of the Rider Effective Date.

Subsequent Purchase Payments – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

Limitation on Subsequent Purchase Payments – For purposes of this Rider, in no event may any Purchase Payment received on or after the first (1st) Contract Anniversary, measured from the Rider Effective Date result in the total of all Purchase Payments received since that Contract Anniversary to exceed \$100,000, without our prior approval.

For purposes of this Rider, we reserve the right to restrict subsequent Purchase Payments.

Withdrawal of Protected Payment Amount – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding Protected Payment Amount – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount minus the Protected Payment Amount immediately prior to the withdrawal;
- b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B).

The Protected Payment Base will never be less than zero. WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Withdrawals Taken Prior to Age [59 ½] – If a withdrawal is taken and the youngest Designated Life is younger than age [59 ½], we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount;
- b) Determine ratio for proportionate reduction (“B”) where B equals A divided by the Contract Value immediately prior to the withdrawal;
- c) Determine the new Protected Payment Base which equals the lesser of:
 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount.

The Protected Payment Base will never be less than zero. WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

Withdrawals to Satisfy Required Minimum Distribution – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “**RMD withdrawal**”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- b) the Annual RMD Amount is based on this Contract only;
- c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year; and
- d) the youngest Designated Life is age [59 ½] or older.

Depletion of Contract Value – If the youngest Designated Life is age [59 ½] or older, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- a) the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- b) no additional Purchase Payments will be accepted under the Contract;
- c) the Contract will cease to provide any death benefit.

If the youngest Designated Life is younger than age [59 ½], and a withdrawal (including an RMD withdrawal) reduces the Contract Value to zero, this Rider will terminate.

Automatic Reset – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The annual charge percentage may change as a result of any automatic reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each automatic reset.

Automatic Reset – Opt-Out Election – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount, and the annual charge percentage to their respective amounts immediately before the automatic reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the reset is effective.

Any future automatic resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

Application of Rider Provisions – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of quarterly charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

Annuitization – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only or Joint and Survivor Life fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- a) the Life Only or Joint and Survivor Life fixed annual payment amount calculated based on the Contract Value at the maximum Annuity Date, less any charges for premium taxes and/or other taxes, and the Life Only or Joint and Survivor Life fixed annuity rates based on the greater of our current income factors in effect for the Contract on the maximum Annuity Date; or our guaranteed income factors; or
- b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

Continuation of Rider if Surviving Spouse Continues Contract – If the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the surviving spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the day of death of such surviving spouse.

Ownership and Beneficiary Changes – Changes in Contract Owner(s), Annuitant and/or Beneficiary designations and changes in marital status may adversely affect the benefits of this Rider.

Termination of Rider – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

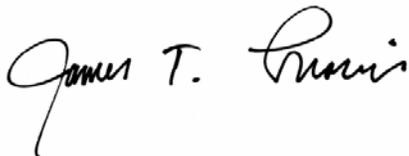
- a) the day any portion of the Contract Value is no longer invested according to the investment allocation requirements applicable to this Rider;
- b) the day of death of all Designated Lives eligible for lifetime benefits;
- c) upon the death of the first Designated Life, if a death benefit is payable and a spouse who chooses to continue the contract is not a Designated Life eligible for lifetime benefits;
- d) upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued according to the Continuation of Rider if Surviving Spouse Continues Contract provision;
- e) if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life eligible for lifetime benefits and who is also an Owner;
- f) the day the Contract is terminated in accordance with the provisions of the Contract;
- g) the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA);
- h) the Annuity Date;
- i) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount; or
- j) the day that the Contract Value is reduced to zero and the youngest Designated Life is younger than age [59 ½].

Rider Effective Date – This Rider is effective on the Contract Date, unless a later date is shown in the Rider Specifications.

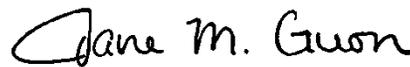
All other terms and conditions of the Contract remain unchanged by this Rider.

PACIFIC LIFE INSURANCE COMPANY

[



Chairman and Chief Executive Officer



Secretary]

GUARANTEED WITHDRAWAL BENEFIT IX RIDER – JOINT LIFE

SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future investment returns.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue and the youngest Designated Life is age 60
- Automatic resets are shown, if applicable
- Investment returns are hypothetical

Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000

Example 2: Subsequent Purchase Payment

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$200,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$10,350

Immediately after the \$100,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base is increased by the Purchase Payment amount to \$200,000 (\$100,000 + \$100,000). The Protected Payment Amount after the Purchase Payment is equal to \$10,000 (5% of the Protected Payment Base after the Purchase Payment).

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$10,350 (5% X \$207,000).

Example 3: Withdrawal of Less than the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$200,000	\$200,000	\$10,000

Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$10,350
Activity		\$5,000	\$216,490 (after \$5,000 withdrawal)	\$207,000	\$5,350
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$216,490	\$207,000	\$10,350
Year 3 Contract Anniversary	(After Automatic Reset)		\$216,490	\$216,490	\$10,825

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This reset increases the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$10,350 (5% X \$207,000).

Because the \$5,000 withdrawal during Contract Year 2 did not exceed the \$10,350 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base remains unchanged.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 3 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**see balances at Year 3 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount after the automatic reset at the Year 3 Contract Anniversary is equal to \$10,825 (5% of the reset Protected Payment Base).

Example 4: Withdrawal Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$200,000	\$200,000	\$10,000
Year 2 Contract Anniversary			\$207,000	\$200,000	\$10,000
Year 2 Contract Anniversary			\$207,000	\$207,000	\$10,350
Activity		\$30,000	\$165,000 (after \$30,000 withdrawal)	\$184,975	\$0
Year 3 Contract Anniversary			\$192,000	\$184,975	\$9,249
Year 3 Contract Anniversary			\$192,000	\$192,000	\$9,600

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

Because the \$30,000 withdrawal during Contract Year 2 exceeds the \$10,350 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount: $30,000 - \$10,350 = \$19,650$.

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal: $\$19,650 \div (\$195,000 - \$10,350) = 0.1064$ or 10.64%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the percentage computed above: $\$207,000 - (\$207,000 \times 10.64\%) = \$184,975$.

The Protected Payment Amount immediately after the withdrawal is equal to \$0. This amount is determined by multiplying the Protected Payment Base before the withdrawal by 5% and then subtracting all of the withdrawals made during that Contract Year:

$(5\% \times \$207,000) - \$30,000 = -\$19,650$ or \$0, since the Protected Payment Amount can't be less than zero.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an automatic reset occurs that increases the Protected Payment Base to an amount equal to 100% of the Contract Value on that date. (**Compare the balances at Year 3 Contract Anniversary Prior to and After Automatic Reset**).

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue and the youngest Designated Life is 56 ½
- Automatic resets are shown, if applicable
- Investment returns are hypothetical

Example 5: Early Withdrawal

Contract Year	Youngest Designated Life Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount
Rider Effective Date	56 ½	\$100,000		\$100,000	\$100,000	\$0
Activity		\$100,000		\$200,000	\$200,000	\$0
Year 2 Contract Anniversary	57 ½	(Prior to Automatic Reset)		\$207,000	\$200,000	\$0
Year 2 Contract Anniversary	57 ½	(After Automatic Reset)		\$207,000	\$207,000	\$0
Activity			\$25,000	\$196,490 (after \$25,000 withdrawal)	\$182,000	\$0
Year 3 Contract Anniversary	58 ½	(Prior to Automatic Reset)		\$196,490	\$182,000	\$0
Year 3 Contract Anniversary	58 ½	(After Automatic Reset)		\$196,490	\$196,490	\$0
Year 4 Contract Anniversary	59 ½	(Prior to Automatic Reset)		\$205,000	\$196,490	\$0
Year 4 Contract Anniversary	59 ½	(After Automatic Reset)		\$205,000	\$205,000	\$10,250

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

Because the \$25,000 withdrawal during **Contract Year 2** exceeds the \$0 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the early withdrawal amount. The early withdrawal amount is the total withdrawal amount of \$25,000.

Second, determine the reduction percentage by dividing the early withdrawal amount determined by the Contract Value prior to the withdrawal: $\$25,000 \div \$221,490 = 0.1129$ or 11.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the greater of (a) the total withdrawal amount (\$25,000) and (b) the reduction percentage ($\$207,000 \times 11.29\%$) = \$23,370. Since \$25,000 is greater than \$23,370, the new Protected Payment Base is computed by subtracting \$25,000 from the prior Protected Payment Base: $\$207,000 - \$25,000 = \$182,000$.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount remains at \$0 since the youngest Designated Life has not reached age 59 ½.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount is set to \$10,250 ($5\% \times \$205,000$) since the youngest Designated Life reached age 59 ½.

APPENDIX A – SUMMARY OF INVESTMENT ALLOCATION REQUIREMENTS

This summary outlines the general features of the investment allocation requirements applicable to this Rider.

Investment Allocation Requirements – The investment allocation requirements of this Rider consist of one or more investment option programs, which are maintained by us for use in combination with certain optional riders that are available with our variable annuity contracts. The investment option programs described herein may change from time to time. To remain up-to-date on any changes made, please see the most recent Prospectus. The currently available investment option program is comprised of various investment options available with your Contract. At initial purchase and during the entire time that you own this Rider, you must allocate your entire Contract Value according to the investment allocation requirements applicable to this Rider. You may allocate 100% of your Contract Value among the allowable investment options listed below:

- [Fund 1]
- [Fund 2]
- [Fund 3]

Purchase Payment Allocations – Your Initial Purchase Payment (in the case of a new application) or Contract Value, as applicable, will be allocated to the investment option program you select. Subsequent Purchase Payments, if allowed under the Contract, will also be allocated accordingly, unless you instruct us otherwise in writing.

The entire Contract Value must remain invested according to the investment allocation requirements applicable to this Rider to remain in effect. Any portion of a Purchase Payment or Contract Value allocated to an investment option that does not comply with the investment allocation requirements applicable to this Rider may terminate the Rider in addition to your participation in the program (see **Termination of Investment Option Programs** provision of this Appendix A).

Change of Investment Option Programs – Subject to trading restrictions, you may change your investment option program (or investment options within a program) selection at any time with a proper written request or by electronic instructions provided a valid electronic authorization is on file with us. You should consult with your registered representative to assist you in determining which investment option program or investment options within a program is best suited to your financial needs, investment time horizon, and is consistent with your risk comfort level. You should periodically review those factors to determine if you need to change investment option programs or investment options within a program to reflect such changes.

Termination of Investment Option Programs – If your investment allocation fails to meet the requirements of the investment option programs established for this Rider, this Rider will terminate.

You may cause an involuntary termination of both the Rider and your participation in the investment option programs if you allocate any portion of your Purchase Payments or transfer any portion of the Contract Value to an investment option that is not currently compliant with the investment allocation requirements applicable to this Rider.

We will send you written notice in the event any transaction described above occurs.

SERFF Tracking Number: PACL-127859501 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number:
 Company Tracking Number: 10-1225
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Individual Flexible Premium Deferred Variable Annuity
 Project Name/Number: Individual Flexible Premium Deferred Variable Annuity/10-1125

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification Bypass Reason: n/a Comments:		
Bypassed - Item: Application Bypass Reason: see form schedule tab Comments:		
Satisfied - Item: Life & Annuity - Acturial Memo Comments: Attachments: ASC1225.pdf ASC1226.pdf ASC1227.pdf		
Satisfied - Item: Statement of Variability Comments: Attachment: SV1225 = AR.pdf		
Satisfied - Item: CERTIFICATION Comments:		

SERFF Tracking Number: PACL-127859501 *State:* Arkansas
Filing Company: Pacific Life Insurance Company *State Tracking Number:*
Company Tracking Number: 10-1225
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: Individual Flexible Premium Deferred Variable Annuity
Project Name/Number: Individual Flexible Premium Deferred Variable Annuity/10-1125

Attachment:

1225 Arkansas Certs.pdf

STATEMENT OF VARIABILITY

<u>Form Number</u>	<u>Form Description</u>
10-1225	Individual Flexible Premium Deferred Variable Annuity Contract
25-1225	Individual Deferred Variable Annuity Application
20-1226	Individual Variable Annuity Rider
20-1227	Individual Variable Annuity Rider

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced contract and application forms. Any changes within these areas will be administered in accordance with the requirements of your state insurance department.

Individual Flexible Premium Deferred Variable Annuity Contract Form No. 10-1225

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
Cover & Back Page	Company address and phone number	Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown.
Cover Page	Right to Cancel [10/30] days	<p>The following Right to Cancel language will be displayed for the applicable contract purchase situations:</p> <p><u>Non-replacement purchases:</u> You may return this Contract within ten (10) days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any fees or charges for premium taxes and/or other taxes that were deducted from the Contract Value.</p> <p><u>Replacement purchases:</u> You may return this Contract within thirty (30) days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any fees or charges for premium taxes and/or other taxes that were deducted from the Contract Value.</p> <p>Should your state require a longer period for non-replacement and/or replacement situations, and/or require a different amount be returned (i.e. Purchase Payments or Contract Value) the state required period and appropriate refund amount will be shown.</p>
Cover Page	Officer signatures and titles	Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown.
3A	Contract Number, Contract Date, Contract Type, Initial Purchase Payment, Owner(s), Annuitant(s), Annuitant's Age, Annuitant's Sex, and Annuity Date	Customer specific information that will change for each contract issue. These items are completed, as applicable, depending on the circumstances of each particular Owner and Annuitant and the information contained in the application.
3A	Minimum Purchase Payment Amount [\$50,000]	Current minimum purchase payment amount is shown. Any change in this amount will be displayed. The range for the minimum purchase payment amount is \$5,000 to \$100,000.
3A	Maximum Purchase Payment Amount [\$1,000,000]	Current maximum purchase payment amount is shown. Any change in this amount will be displayed. The range for the maximum purchase payment amount is \$500,000 to \$10,000,000.
3A	Misstatement of Age and/or Sex Interest Rate: [1.5%] per year	The interest rate percentage applicable to the Misstatement of Age and/or Sex provision will be displayed. The rate will range from 0% to 10%. If a different amount is required by the IIPRC or state insurance department, that percentage will

	be shown accordingly.
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3A	Annuitization Basis of Computations Interest Rate: [1.50%]	The interest rate percentage applicable to the Basis of Computations provision will be displayed. The rate will range from 0.05% to 10%. If a different amount is required by the IIPRC or state insurance department, that percentage will be shown accordingly.
3A	Available Optional Riders: Guaranteed Withdrawal Benefit IX Rider - Single Life, Guaranteed Withdrawal Benefit IX Rider - Joint Life	The optional riders that are currently available for the contract are shown. If a rider is selected, it will be listed in this section. From time to time, we may add, change, or delete those riders without prior approval. Newly added riders will only be those previously approved by the IIPRC or state insurance department. If no rider is selected, the Optional Riders section will be omitted entirely.
3B	Investment Options	The Variable Investment Options shown are those currently available under the contract to which Purchase Payments may be allocated. From time to time, we may add, change, or delete those Variable Investment Options without prior approval unless the new fund significantly alters the underlying structure of the contract.
3B	Service Center address	Current service center address is shown. In the event of a change in the address of our Service Center, the new address will be shown.
3B	Toll-Free Numbers and Hours of Operation	Current toll-free numbers and hours of information are shown. Our toll-free numbers and hours of operation may change as a result of any address change in our Service Center, change of telephone number and/or business hours.
3B	Department of Insurance Phone Number	The current phone number for the Department of Insurance for the state in which the Contract is issued in will be displayed. This information is contract specific and will change for each issued Contract.

Individual Deferred Variable Annuity Application Form No. 25-1225

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Product Marketing Name	The name of the product applied for will be displayed.
1	Company Addresses and Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
1	Top of page	The states of use will be shown and may change from time to time.
1-5	Barcode and Date	Barcodes will be assigned to this form as necessary and will change from time to time. The most current barcode revision date will be displayed to the left of the barcode.
3	Section 7 - Contract Type – Non-qualified, IRA, SIMPLE IRA, SEP-IRA, Roth IRA, Individual(k), 401(a), 401(k), 457(b), 457(b)-501(c), Keogh/HR-10.	The contract may be issued in connection with any of the contract types indicated in this space. From time to time, we may add new contract types and remove those contract types that are no longer available or for which new sales have been discontinued.
3	Section 7 - Contract Type – ¹ For trust-owned contracts, complete Trustee Certification and Disclosure. ² For non-qualified contracts, if Owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. ³ For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification. ⁴ Complete SIMPLE IRA Employer Information. ⁵ Complete Qualified Plan and 457(b) Plan Disclosure. ⁶ Complete Individual(k) Qualified Plan Disclosure.	The references to internal forms shown in this space are their current titles. These references and their titles may change from time to time.
3	Initial Purchase Payment	The text "Make check payable to Pacific Life Insurance Company" may be removed if we feel it is no longer needed.
3	Section 10 – Optional Riders	The optional riders listed are those currently available for the product applied for. We will add new riders and remove those riders that are no longer available. Any new optional rider added to this section will only be those optional riders that have been previously approved.
4	Section 11 - Rebalancing	The rebalance schedules that are available under the Contract. All or any combination of the options shown could be displayed.
4	Section 13 – Fraud Notice	The fraud notices may change as a result of changes in state laws, rules, or regulations. Any new, revised, or required fraud warning will be shown accordingly.

4	Section 14 - Allocation Options	<p>The descriptive references to Investment Portfolios may change from time to time.</p> <p>The variable investment options within each Category shown are those currently available. From time to time, we may add, change or delete those variable investment options without prior approval unless the change significantly alters the underlying structure of the contract.</p>
5	Section 16 – Mailing Address	Current information shown. In the event of a change in the company address, the new information will be shown.

Individual Variable Annuity Rider Form No. 20-1226

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
1	Withdrawals Taken Prior to Age [59 ½]	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
2	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
2	Annual Charge Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.80%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
2	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100. The withdrawal percentage before a certain age may range from 0.0% to 10.0%. The withdrawal percentage after a certain age may range from 3% to 10%.
3	Protected Payment Amount	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100. The withdrawal percentage before a certain age may range from 0.0% to 10.0%. The withdrawal percentage after a certain age may range from 3% to 10%.
3	Guaranteed Withdrawal Benefit IX Rider – Single Life	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 90 years.
4	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.80%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
6	Withdrawals Taken Prior to Age [59 ½]	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
6	Depletion of Contract Value	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
6	Automatic Reset – Opt-Out Election	The number of days following a Contract Anniversary during which an Owner may opt-out of an automatic reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
7	Termination of Rider	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
12	Appendix A	The available variable investment options available for use with this rider will be shown here. From time to time, we may add, change or delete those variable investment options without prior approval unless the change significantly alters the underlying structure of the contract.

Individual Variable Annuity Rider Form No. 20-1227

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
1	Withdrawals Taken Prior to Age [59 ½]	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
2	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
2	Annual Charge Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 1.00%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.75%.
2	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100. The withdrawal percentage before a certain age may range from 0.0% to 10.0%. The withdrawal percentage after a certain age may range from 3% to 10%.
3	Protected Payment Amount	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100. The withdrawal percentage before a certain age may range from 0.0% to 10.0%. The withdrawal percentage after a certain age may range from 3% to 10%.
4	Eligibility	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 90 years.
4	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 1.00%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.75%.
6	Withdrawals Taken Prior to Age [59 ½]	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
6	Withdrawals to Satisfy Required Minimum Distribution [59 ½]	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
6	Depletion of Contract Value	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Automatic Reset – Opt-Out Election	The number of days following a Contract Anniversary during which an Owner may opt-out of an automatic reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
8	Termination of Rider	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
8	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.
13	Appendix A	The available variable investment options available for use with this rider will be shown here. From time to time, we may add, change or delete those variable investment options without prior approval unless the change significantly alters the underlying structure of the contract.

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

<u>Form Number(s)</u>	<u>Form Description</u>
10-1225	Individual Flexible Premium Deferred Variable Annuity Contract
25-1225	Individual Variable Annuity Application
20-1226	Guaranteed Withdrawal Benefit IX Rider – Single Life
20-1227	Guaranteed Withdrawal Benefit IX Rider – Joint Life

I, Nancy A. Hill, hereby provide our assurance that Rule and Regulation 6 has been reviewed and the above form(s) are in compliance said Rule and Regulation 6 as well as all other applicable requirements of the Arkansas Department of Insurance.



Company Officer

Nancy A. Hill

Name

Assistant Vice President Compliance

Title

1/18/12

Date

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

<u>Form Number(s)</u>	<u>Form Description</u>
10-1225	Individual Flexible Premium Deferred Variable Annuity Contract
25-1225	Individual Variable Annuity Application
20-1226	Guaranteed Withdrawal Benefit IX Rider – Single Life
20-1227	Guaranteed Withdrawal Benefit IX Rider – Joint Life

I, Nancy A. Hill, hereby certify that the above form(s) meet the provisions of Regulation 19 as well as all applicable requirements of the Arkansas Department of Insurance.



Company Officer

Nancy A. Hill

Name

Assistant Vice President Compliance

Title

1/18/12

Date

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: 10-1225

We hereby certify that this form is in compliance with Regulation 34, Section 6 - Valuation and Section 7 - Nonforfeiture. In no case shall the reserves, under this policy, be less than the actual Cash Surrender Values provided for under the policy contract.



Company Officer

Jonathan Wallentine, FSA, MAAA

Name

Director of Product Pricing

Title

1/18/12

Date

SERFF Tracking Number: PACL-127859501 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number:
 Company Tracking Number: 10-1225
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: Individual Flexible Premium Deferred Variable Annuity
 Project Name/Number: Individual Flexible Premium Deferred Variable Annuity/10-1125

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)
01/19/2012	Form	Individual Flexible Premium Deferred Variable Annuity Contract	01/19/2012	10-1225.pdf (Superseded)



PACIFIC LIFE

Pacific Life Insurance Company
[700 Newport Center Drive
Newport Beach, CA 92660
(800) 722-4448]

READ YOUR CONTRACT CAREFULLY

This is a legal contract between **you** (the "Owner") and **Pacific Life Insurance Company**, a stock company (hereinafter referred to as "**we**", "**us**", "**our**" and the "**Company**").

We agree to pay the benefits provided under this Contract, subject to its provisions.

We have issued this Contract in consideration of the application and payment of the Initial Purchase Payment.

BENEFITS AND VALUES PROVIDED UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO A DOLLAR AMOUNT. THE DETAILS OF THE VARIABLE PROVISIONS BEGIN ON PAGE 11.

Right to Cancel – [You may return this Contract within ten (10) days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any fees or charges for premium taxes and/or other taxes that were deducted from the Contract Value.]

Signed for the Company at Newport Beach, California, to be effective as of the Contract Date.

PACIFIC LIFE INSURANCE COMPANY

[

Chairman and Chief Executive Officer

Secretary]

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Annuities Payable in Fixed Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating

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CONTRACT SPECIFICATIONS

Contract Data

Contract Number:	[VA99999999]	Contract Date:	[01-01-2011]
Contract Type:	[Non-Qualified]	Initial Purchase Payment:	[\$500,000]
Minimum Purchase Payment Amount:	[\$50,000]	Maximum Purchase Payment Amount Without Home Office Approval:	[\$1,000,000]
Owner(s):	[John Doe] [Jane Doe]		
Annuitant(s):	[John Doe] [Jane Doe]	Annuitant's Age:	[35] [35]
Annuity Date:	[01-01-2071]	Annuitant's Sex:	[Male] [Female]
Misstatement of Age and/or Sex Interest Rate:	[1.5%] per year	Annuitization Basis of Computations Interest Rate:	[1.50%]

Fees & Charges

M&E Risk Charge: 0.35%
Administrative Fee: 0.25%

[Optional Riders

<u>Name</u>	<u>Annual Charge %</u>	<u>Maximum Annual Charge %</u>
[Guaranteed Withdrawal Benefit IX Rider – Single Life	0.80%]	1.50%
[Guaranteed Withdrawal Benefit IX Rider – Joint Life	1.00%]	1.75%

For a complete description of the charges, fees and deductions shown above and other applicable fees and charges, refer to the **Charges, Fees and Deductions** section of the Contract or the Annual Charge provision of the Optional Rider(s) shown above, if applicable.]

CONTRACT SPECIFICATIONS (continued)

Investment Options

[Fund 1]

[Fund 2]

[Fund 3]

Service Center

Send Forms and written requests to:

Pacific Life Insurance Company
[P.O. Box 2378
Omaha, Nebraska 68103-2378]

Send Payments to:

Pacific Life Insurance Company
[P.O. Box 2290
Omaha, Nebraska 68103-2290]

Hours: Between [6:00 am and 5:00 pm], Pacific Standard Time.

Toll-Free Number for Contract Owners: [1-800-722-4448]

Toll-Free Number for Registered Representatives: [1-800-722-2333]

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints or you may call your state insurance department.

DEFINITION OF TERMS

Account Value – The amount of the Contract Value allocated to any one of the Investment Options.

Age – The Owner's or Annuitant's age, as applicable, at his or her last birthday.

Annuitant – The person you name on whose life annuity payments may be determined. An Annuitant's life may also be used to determine death benefits and to determine the Annuity Date. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is owned by a Non-Natural Owner, you may not designate a Joint or Contingent Annuitant. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be under Age 91 as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or change or add a Joint Annuitant. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

Annuity Date ("Annuity Start Date") – The date shown in the Contract Specifications, or the date you later elect, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

Annuity Options – Income options available for a series of payments after the Annuity Date.

Beneficiary – The person you name who may receive any death benefit proceeds or any remaining annuity benefits in accordance with the provisions of this Contract.

Business Day – Any day on which the value of an amount invested in a Subaccount is required to be determined by applicable law which currently includes each day that both the New York Stock Exchange is open for trading and our administrative offices are open. If any transaction or event under this Contract is scheduled to occur on a day that does not exist in a given calendar period, or on a day that is not a Business Day, such transaction or event will be deemed to occur on the next following Business Day, unless otherwise stated.

Calendar Year – A one-year period beginning January 1 and ending December 31.

Code – The Internal Revenue Code of 1986, as amended.

Contingent Annuitant – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must be under Age 91 as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must be under Age 91 at the time of such change or addition. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

Contingent Beneficiary – The person, if any, you select to become the Beneficiary if the Beneficiary dies.

Contract Anniversary – The same date, in each subsequent year, as the Contract Date.

Contract Date – The date we issued this Contract, as shown in the Contract Specifications. Contract Years, Contract Anniversaries, Contract Semiannual Periods, Contract Quarters and Contract Months are measured from the Contract Date.

Contract Value – As of the end of any Business Day, the Contract Value is equal to the Variable Account Value.

General Account – The General Account consists of our assets, other than those assets allocated to Separate Account A or to any of our other separate accounts.

Investment Option – A Variable Account offered under the Contract.

Non-Natural Owner – A corporation or other entity that is not a (natural) person.

Non-Qualified Contract – A Contract other than a Qualified Contract.

Notice Date – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of death benefit proceeds.

Owner – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners ("Joint Owners"). Any named Owner must be under Age 91 as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must be under Age 91 at the time of such change or addition.

Primary Annuitant – The individual that is named in the Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

Purchase Payment – An amount paid to us, by or on behalf of an Owner, as consideration for the benefits provided under this Contract.

Qualified Contract – A Contract that qualifies under the Code as an individual retirement annuity ("IRA") or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 408, 408A or 457 of the Code.

Quarterly Contract Anniversary – Every three month anniversary of the Contract Date.

SEC – Securities and Exchange Commission.

Separate Account or Separate Account A – The Company's Separate Account, registered as a unit investment trust under the Investment Company Act of 1940, as amended ("1940 Act").

Service Center – Our mailing address shown in the Contract Specifications. We will notify you of any change in our mailing address.

Subaccount – An investment division of the Separate Account. Each Subaccount, (a "Variable Investment Option" or "Variable Account") invests its assets in a separate series or class of shares of a designated investment company.

Subaccount Unit – Subaccount Units are used to measure the Variable Account Value in that Subaccount.

Unit Value – The value of a Subaccount Unit (“Subaccount Unit Value”). The Unit Value of any Subaccount is subject to change on any Business Day. The fluctuations in value reflect investment results and daily deductions for the mortality and expense risk charge and administrative fee. The Unit Value of a Subaccount Unit is determined each Business Day.

Variable Account (“Variable Investment Option”) – A Subaccount of the Separate Account or any separate account of ours which is available under the Contract in which the assets of the Company are segregated from the assets in our General Account and from the assets in our other separate accounts.

Variable Account Value (“Subaccount Value”) – The aggregate amount of the Contract Value allocated to the Variable Accounts.

You and Your – The person or persons named as Owner(s) in the Contract Specifications. If there are Joint Owners, you and your mean both Joint Owners.

GENERAL PROVISIONS

Report to Owner(s) – At least once per year prior to the Annuity Date, we will provide you with a report that will show the beginning and ending dates of the current report period, the Contract Value at the beginning and end of the report period, the transactions (i.e., Purchase Payments received, transfers, withdrawals, and/or charges and/or fees incurred since the last report), and any other information that may be required. After the Annuity Date, we will provide you with any information that may be required. Additional status reports are available upon request.

Payments, Instructions and Requests – Unless this Contract provides otherwise, all Purchase Payments, instructions and requests must be received in a form satisfactory to us at our Service Center. Any subsequent Purchase Payments, transfers or withdrawals received by us on any Business Day usually will be processed the same Business Day, unless the transaction or event is scheduled to occur on another day.

Generally, all other instructions and requests normally will be effective as of the end of the Business Day following the day such instructions and requests are received, in a form satisfactory to us, unless the transaction or event is scheduled to occur on another day. We may require that you provide signature guarantees or other safeguards for any instruction, request or other document you may send to our Service Center. You acknowledge and agree that we will not be liable for any loss, liability, cost or expense of any kind or character for acting on instructions or requests submitted to us that we reasonably believe to be genuine.

Entire Contract – This Contract, the attached application and any attached riders and endorsements, constitute the entire Contract, and supersede any and all prior agreements, whether oral or written, about the terms of this Contract and the application. All statements made in the application are representations and not warranties.

Contract Modifications – Modifications to this Contract or any waiver of our rights or requirements under this Contract can only be made if in writing by an authorized officer of the Company. This Contract is intended to qualify as an annuity contract for federal income tax purposes. In addition, if this Contract is a Qualified Contract, this Contract is intended to qualify as part of a Qualified Plan. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract without the Owner's consent to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements.

Basis of Values – A detailed statement showing how values are determined has been filed with the state insurance departments. All values and reserves are at least equal to those required by the laws of the state in which this Contract is delivered.

Minimum Benefits – The benefits provided under this Contract are not less than the minimum benefits required by any statute of the insurance laws of the state in which this Contract is delivered. Such benefits may be altered by additional amounts credited, increases and/or decreases in the investment performance of the Variable Investment Options, loans and loan repayments, or withdrawals as described in the applicable sections of this Contract.

Claims of Creditors – The Contract Value and other benefits under this Contract are exempt from the claims of creditors to the extent permitted by law.

Removal of Beneficiary or Contingent Annuitant – You may remove a Beneficiary or Contingent Annuitant from this Contract by providing written instructions satisfactory to us to our Service Center.

Ownership – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law. If your Contract is Non-Qualified, you may change Contract ownership at any time while the Annuitant is living and prior to your Annuity Date. Any change in Owner will be effective on the date such change is signed, unless otherwise specified by the Owner, subject to

any payments made or actions taken by us prior to our receipt of the notice.

Assignment – If your contract is a Non-Qualified Contract, you may assign all rights and benefits under this Contract. The assignment must be in writing in a form satisfactory to us and received at our Service Center. Unless otherwise specified by the Owner, the assignment is effective on the date the notice of assignment is signed, subject to any payments made or actions taken by us prior to our receipt of the notice. We are not responsible for the validity of any assignment. If the Contract has been absolutely assigned, the assignee becomes the Owner. You should consult with your tax adviser to determine the tax consequences of an assignment before taking any action.

Delay of Payments – Generally, we will pay any amounts due from the Contract within seven (7) days after our receipt of the request, in a form satisfactory to us. Payments or transfers to or from a Variable Account may be delayed after our receipt of the request under certain circumstances. These include:

- a closing of the New York Stock Exchange other than on a regular holiday or weekend;
- a trading restriction by the SEC; or
- an emergency declared by the SEC.

We may delay payments or transfers from our General Account for up to six (6) months after the requested effective date of the transaction. If payment is delayed, we will credit the delayed amount with any interest required by law.

If you make any Purchase Payment by check, other than a cashier's check, we may delay making payments to you until your check has cleared.

Incontestability – After this Contract has been issued, we will not contest the validity of this Contract.

Misstatement of Age and/or Sex – We may require proof of the Annuitant's or Owner's Age and/or sex before any payments associated with the death benefit proceeds are made. If the Age and/or sex of the Annuitant or Owner is incorrectly stated, we will base any such payment associated with the death benefit proceeds on the Annuitant's or Owner's correct Age and/or sex.

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex (or both) of the Annuitant is incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started and we have made overpayments, we will deduct the amount of the overpayment, with interest as shown in the Contract Specifications, from any payments due then or later. If we have made underpayments, we will add the amount, with interest as shown in the Contract Specifications, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

Proof of Life or Death – Before we make a payment, we have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract.

Withholding Taxes – We reserve the right to withhold from all payments made or deemed made under this Contract, any taxes required to be withheld by applicable federal or state law, unless the Owner or payee elects otherwise pursuant to applicable withholding rules.

Non-Participating – This Contract is classified as a non-participating contract. It does not participate in our profits or surplus, and therefore no dividends are payable.

PURCHASE PAYMENTS

Initial Purchase Payment – This Contract will not be in force until we receive at our Service Center the initial Purchase Payment. The initial Purchase Payment is shown in the Contract Specifications.

Additional Purchase Payments – You may make additional Purchase Payments at any time before the Annuity Date, while the Annuitant is living and this Contract is in force. Each additional Purchase Payment must be at least \$250 for Non-Qualified Contracts and \$50 for Qualified Contracts. We may limit the amount of any single Purchase Payment. A single Purchase Payment or the aggregate of all Purchase Payments may not exceed the Maximum Purchase Payment amount shown in the Contract Specifications without our approval.

Purchase Payments are payable in U.S. dollars at our Service Center. Checks should be made payable to **Pacific Life Insurance Company**. If you make Purchase Payments by check other than a cashier's check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared.

Purchase Payment Allocation – Prior to the Annuity Date, you may allocate all or part of your Purchase Payments to one or more of the Investment Options available under this Contract. The Investment Options available on the Contract Date are shown in the Contract Specifications.

You may change the Purchase Payment allocation by providing us with instructions in a form satisfactory to us. We will allocate any Purchase Payment according to your most recent allocation instructions. We may reject any instruction or Purchase Payment if your instructions are not clear and we cannot determine your allocation instructions.

Allocations During the Right to Cancel Period – We will allocate the initial Purchase Payment in accordance with your most recent allocation instructions.

Minimum Investment Option Value – We reserve the right to require that, as a result of any allocation to an Investment Option, any transfer, or any withdrawal, the remaining Account Value in any Investment Option must be at least \$500.

We also reserve the right to transfer any remaining Account Value that does not meet such minimum amount to your other Investment Options on a pro rata basis relative to your most recent allocation instructions for those Investment Options.

VARIABLE INVESTMENT OPTIONS

Variable Investment Options – The Variable Investment Options consist of Subaccounts of the Separate Account. The available Subaccounts as of the Contract Date are shown in the Contract Specifications.

Separate Account – We established the Separate Account under the laws of the state of California. The Separate Account is maintained under the laws of our state of domicile. Any income, gains or losses (whether or not realized) from the assets of each Variable Account are credited or charged against such Variable Account without regard to our other income, gains or losses. Assets may be put in our Separate Account to support this Contract and other variable annuity contracts. Assets may be put in our Separate Account for other purposes, but not to support contracts other than variable annuity contracts. The assets of our Separate Account are our property. The portion of the Separate Account assets equal to the reserves and other Contract liabilities with respect to each Variable Account will not be chargeable with liabilities arising out of any other business we conduct. We may transfer assets of a separate account in excess of the reserves and other liabilities with respect to its Variable Accounts to another separate account or to our General Account. All obligations arising under the Contract are our general corporate obligations. We do not hold ourselves out to be trustees of the Separate Account assets.

We reserve the right, subject to compliance with the law then in effect, and after any required regulatory approval, to:

- cease offering any Subaccount;
- add or change designated investment companies or their portfolios, or other investment vehicles;
- add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account or any Variable Account;
- permit conversion or exchanges between portfolios and/or classes of contracts on the basis of Owners' requests;
- add, remove or combine Variable Accounts;
- combine the assets of any Variable Account with any of our other Separate Accounts or of any of our affiliates;
- register or deregister Separate Account A or any Variable Account under the 1940 Act;
- operate any Variable Account as a managed investment company under the 1940 Act, or any other form permitted by law;
- run any Variable Account under the direction of a committee, board, or other group;
- restrict or eliminate any voting rights of Owners with respect to any Variable Account or other persons who have voting rights as to any Variable Account;
- make any changes required by the 1940 Act or other federal securities laws;
- make any changes necessary to maintain the status of the Contracts as annuities under the Code;
- make other changes required under federal or state law relating to annuities;
- suspend or discontinue sale of the Contracts; and
- comply with applicable law.

If any of these changes result in a material change in the underlying investments of a Variable Account, we will notify you of such change.

We will not change the investment policy of the Separate Account without following the filing and other procedures of the insurance supervisory official of our state of domicile and the filing and other procedures established by insurance regulators of the state of delivery. Unless required by law or regulation, an investment policy may not be changed without our consent.

From time to time we may make other Investment Options available to you. Any new Investment Option may invest in portfolios of the designated investment company, other designated investment companies or their portfolios, or in other investment vehicles. New Investment Options will be made available to existing Owners at our discretion. We will provide you with written notice of all material details, including investment objectives and charges. We will comply with the filing procedures established by the IIPRC.

CONTRACT VALUES

Contract Value – The Contract Value on any Business Day is equal to the Variable Account Value.

We generally determine values on each day that the New York Stock Exchange is open, provided our administrative offices are also open on that day.

Variable Account Value – The Variable Account Value on any Business Day is the sum of the Subaccount Values on that day.

Subaccount Value – Each Subaccount Value on any Business Day is equal to the number of Subaccount Units in that Subaccount multiplied by the Unit Value of the Subaccount on that day.

We credit the Subaccount with Subaccount Units as a result of any:

- Purchase Payments received by us, reduced by any applicable premium taxes and/or other taxes, allocated to that Subaccount;
- transfers to that Subaccount; and
- additional amounts allocated to that Subaccount.

We debit the Subaccount with Subaccount Units as a result of any:

- transfers from that Subaccount;
- withdrawals;
- amounts applied to provide for annuity payments;
- annual charges for expenses relating to optional benefit riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The number of Subaccount Units we credit to, or debit from, a Subaccount in connection with a transaction is equal to the amount of the transaction applicable to that Subaccount divided by that Subaccount's Unit Value at the end of the valuation period that includes that day. The number of Subaccount Units in a Subaccount will change only if we credit or debit Subaccount Units for the transactions specified above. The number of Subaccount Units will not change because of subsequent changes in the Subaccount Unit Value.

Subaccount Unit Value – The initial Unit Value of each Subaccount was \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Unit Value for each Subaccount is equal to (Y) times (Z), where:

(Y) is the Unit Value for that Subaccount as of the end of the prior Business Day; and

(Z) is the Net Investment Factor for that Subaccount for the period (a "valuation period") between the prior Business Day and that Business Day.

Net Investment Factor – Each Subaccount's Net Investment Factor for any valuation period is equal to $(A / B) - C$, where:

(A) equals:

- (a) the net asset value per share of the corresponding portfolio shares held by the Subaccount as of the end of that valuation period; plus
- (b) the per share amount of any dividend or capital gain distributions made during that valuation period on the portfolio shares held by the Subaccount; plus or minus
- (c) any per share charge or credit for any income taxes, other taxes, or amounts set aside during that valuation period as a reserve for any income and/or any other taxes for which we determine to have resulted from the operations of the Subaccount or Contract, and/or any taxes attributable, directly or indirectly, to Purchase Payments;

(B) is the net asset value per share of the portfolio shares held by the Subaccount as of the end of the prior valuation period; and

(C) is a factor that we assess against the Subaccount's net assets for each calendar day in the valuation period for the mortality and expense risk charge plus the administrative fee.

CHARGES, FEES AND DEDUCTIONS

Administrative Fee – We charge an administrative fee against the assets held in the Variable Investment Option(s). This fee is assessed daily at the annual rate which is shown in the Contract Specifications. This fee is guaranteed not to increase.

Mortality and Expense Risk Charge (“Risk Charge”) – We impose a Risk Charge against the assets held in the Variable Investment Option(s). This charge is assessed daily at the annual rate which is shown in the Contract Specifications. The Risk Charge compensates us for the risks we assume that mortality and expenses will vary from those we assumed. This charge is guaranteed not to increase.

Premium Taxes – From the Contract Value, we will deduct a charge for any taxes we pay that are attributable to Purchase Payments or withdrawals. Such taxes may include, but are not limited to: any federal, state or local premium or retaliatory taxes; and any federal, state or local income, excise, business or any other type of tax (or component thereof), measured by or based upon, directly or indirectly, the amount of Purchase Payments we receive from you. We will normally deduct this charge upon annuitization. However, we may impose this charge on any withdrawal, at the time any death benefit is paid, when the taxes are incurred or when we pay the taxes. We will base this charge on the Contract Value, the amount of the transaction, the aggregate amount of Purchase Payments we receive under the Contract; or any other amount that, in our sole discretion, we deem appropriately reimburses us for premium taxes paid on this Contract.

Other Taxes – We reserve the right to charge the Separate Account and/or deduct from the Contract Value a charge for any federal, state or local taxes we pay that are or become attributable to the Separate Account or Contract, including, but not limited to, income taxes attributable to our operation of the Separate Account or to our operations with respect to the Contract, or taxes attributable, directly or indirectly, to Purchase Payments or payments we make under this Contract.

TRANSFER PROVISIONS

Transfers – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, transfer all or part of the Contract Value, in any Investment Option among other Investment Options, while the Annuitant is living and the Contract is in force.

Your transfer request must specify:

- (a) **the Investment Option (the “source account”) from which the transfer is to be made.** You may choose one or more Investment Options as your source account(s). Your source account may not also be a target account;
- (b) **the amount of the transfer.** The amount of the transfer may be specified as a dollar amount or a percentage of the source Account Value. If you select more than one source account, the amount of the transfer from each source account must be at least the lesser of either \$250 or the full source Account Value; and
- (c) **the Investment Option (the “target account”) to receive the transferred amount.** You may choose one or more Investment Options as your target account(s). If you select more than one target account, your request must specify how the transferred amounts are to be allocated among the target accounts. Your source account may not also be a target account.

Transfers among Investment Options will normally be effective as of the end of the Business Day the transfer request, in a form satisfactory to us, is received at our Service Center.

Transfer Limitations and Restrictions – The following limitations and restrictions apply to transfers among Investment Options:

- (a) Transfers are allowed thirty (30) days after the Contract Date.
- (b) Transfers are limited to twenty-five (25) transfers during each Calendar Year and only two (2) per month, into or out, that affect any international Investment Options. For the purpose of applying this limitation, transfers that occur on the same day are considered one transfer and transfers that occur as a result of any systematic transfer option are excluded from the maximum twenty-five (25) transfers per Calendar Year limitation.
- (c) Transfers to or from an Investment Option cannot be made until the eighth (8th) calendar day (provided that day is a Business Day) from the last day of the most recent transfer to or from that Investment Option. The day of the most recent transfer is considered as the first (1st) calendar day for purposes of meeting this requirement. Transfers that occur as a result of any systematic transfer option are excluded from this requirement.
- (d) If a transfer reduces the remaining Account Value in any Investment Option immediately after such transfer to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

- (e) We further reserve the right to restrict, in our sole discretion and without prior notice, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions could include:
 - (i) not accepting transfer instructions from an individual or entity acting on behalf of more than one Contract Owner; and
 - (ii) not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.
- (f) We further reserve the right to modify the limits described in subparagraphs (a) through (e) above or to impose, without prior notice, other limitations and restrictions on transfers or exchanges that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners or to comply with any applicable federal laws, or any other applicable rules and regulations.

WITHDRAWAL PROVISIONS

Withdrawals – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, withdraw all or a portion of the amount available under this Contract, while the Annuitant is living and the Contract is in force. However, no withdrawals are allowed within thirty (30) days of the Contract Date.

You may specify that the withdrawal be taken from a specific Investment Option(s) or pro rata from all Investment Options. If your request does not specify the Investment Option(s) from which the withdrawal is to be made, the withdrawal will be taken pro rata from all Investment Options relative to the Account Value in each option.

Withdrawals will normally be effective as of the end of the Business Day the withdrawal request, in a form satisfactory to us, is received at our Service Center.

Minimum Withdrawal Amount – The minimum amount that may be withdrawn is as follows:

- \$500 for each unscheduled Withdrawal
- \$250 for each systematic Withdrawal
- \$100 for each systematic Withdrawal paid by electronic funds transfer (EFT)

If the withdrawal reduces the Account Value in any Investment Option to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If the withdrawal reduces the Contract Value to an amount less than \$1,000, we may terminate this Contract and pay you the withdrawal proceeds (see **Full Withdrawal** provision). We will not terminate the Contract if you own an optional Guaranteed Minimum Withdrawal Benefit (GMWB) rider and a withdrawal reduces the Contract Value to an amount less than \$1,000. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

Full Withdrawal – You may, on or before the Annuity Date, make a full withdrawal under this Contract for its withdrawal proceeds, while the Annuitant is living and the Contract is in force. We may require the return of this Contract or a signed Lost Contract Affidavit with your request. A full withdrawal will terminate the Contract. Your request for a full withdrawal will normally be effective as of the end of the Business Day such request, in a form satisfactory to us, is received at our Service Center. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

Amount Available for Withdrawal – The amount available for withdrawal is the Contract Value as of the end of the Business Day on which the withdrawal request is effective, less any:

- charges for expenses relating to optional riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

DEATH BENEFIT PROVISIONS

Death Benefit – A death benefit will be payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while this Contract is in force.

The proceeds of any death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the "Notice Date"). Such proceeds will equal the Death Benefit Amount reduced by any charges for premium taxes and/or other taxes, if proceeds are used to purchase an Annuity Option from us.

These proceeds may be payable in a lump sum, as periodic payments under an Annuity Option available under this Contract, towards the purchase of any other Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

If there are multiple Beneficiaries, the Death Benefit Amount will be calculated when we first receive proof of death and instructions, in proper form, from any Beneficiary. Any Death Benefit Amount still remaining to be paid to any other Beneficiary will fluctuate with the performance of the underlying Investment Options.

Death Benefit Amount – The Death Benefit Amount as of any Business Day prior to the Annuity Date is equal to the Contract Value as of that day.

Death of Annuitant – If the Annuitant dies before the Owner and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date. Unless there is a surviving Joint Annuitant or Contingent Annuitant, we will pay the death benefit proceeds to the first person among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds; following the death of the sole surviving Annuitant:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to the Owner's estate.

If an Annuitant dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant. If there is no surviving Joint Annuitant and there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant. No death benefit will be paid, except as otherwise provided under the Death Benefit provision.

If you are the Annuitant and you die, we will determine the amount of any death benefit and to whom it will be paid under this **Death of Annuitant** provision. If the Contract is issued as a Non-Qualified Contract, we will distribute any death benefit proceeds under the **Death of Owner Distribution Rules** provision.

Death of Owner – If the Owner dies before the sole surviving Annuitant and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date.

If the Owner dies before the sole surviving Annuitant and before the Annuity Date, we will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to your estate.

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

Death of Owner Distribution Rules – The following rules will determine when a distribution must be made under this Contract. These rules do not affect our determination of the amount of death benefit proceeds payable or distribution proceeds. If there is more than one Owner, these rules apply on the date on which the first of these Joint Owners die.

If the Owner dies before the Annuity Date, the designated recipient of the death benefit proceeds may elect to receive the death benefit proceeds:

- in a lump sum payment;
- within five (5) years following the Owner's death; or
- in the form of an annuity for life or over a period that does not exceed the life expectancy of the designated recipient, with annuity payments that start within one (1) year after the Owner's death.

Unless otherwise required by law, an election to receive an annuity (in lieu of a lump sum payment) must be made within such time frames as we may prescribe from time to time, or the lump sum payment option will be deemed elected. We will consider that deemed election as our receipt of instructions regarding payment of the death benefit proceeds.

The Owner may designate that the Beneficiary is to receive the death benefit proceeds either through an annuity for life or over a period that does not exceed the life expectancy of the Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked by the Owner in writing in a form acceptable to us. Upon death of the Owner, the Beneficiary cannot revoke or modify any designation made by the Owner on how the death benefit proceeds are to be paid.

If the spouse of the deceased Owner is the sole surviving Beneficiary, or is the sole surviving Joint Owner, and has an unrestricted right to receive the death benefit proceeds in a lump sum, the spouse may continue this Contract as Owner rather than receive the death benefit proceeds, provided that we receive instructions to continue the Contract within such time frames as we may prescribe from time to time.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under this Contract must be made at least as rapidly as the rate that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first among the following who is (1) living; or (2) an entity entitled to assume the Owner's rights granted by the contract:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

This Contract incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes, including the requirement that, if the Owner dies before the Annuity Date, any death benefit proceeds under this Contract shall be distributed within five (5) years of the Owner's death (or such other period that we offer and that is permitted under the Code or such shorter period as we may require).

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 408 or 408A of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

BENEFICIARY PROVISIONS

Designation of Beneficiary – The Beneficiary is the person you name who may receive any death benefit proceeds, or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. The Owner can name more than one Beneficiary. Multiple Beneficiaries will share the death benefit proceeds (or any remaining annuity payments) equally, unless otherwise specified. If any Beneficiary predeceases the Annuitant or Owner, that Beneficiary's interest will go to any other Beneficiaries named, according to their respective interests, unless otherwise specified. If you leave no surviving Beneficiary, your estate may receive the death benefit proceeds.

If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any death benefit proceeds, nor for how the trustee disposes of any death benefit proceeds. If before payment of any death benefit proceeds, we receive proper notice that the trust has been revoked or is not in effect, then any death benefit proceeds payable will be paid to the Contingent Beneficiary, if living; if not to the Owner's estate.

Adding or Changing Your Beneficiary – You may add, change, or remove any Beneficiary, subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of the notice.

ANNUITY PROVISIONS

Choice of Annuity Date – Unless otherwise changed as provided below, the Annuity Date is shown in the Contract Specifications. We assigned the Annuity Date based on the Contract type chosen and the Annuitant's Age shown in the application for this Contract. If there are Joint Annuitants, the Annuity Date was based on the younger Annuitant's birthday.

The Annuity Date may be changed by providing proper notice to us at least ten (10) Business Days prior to the current Annuity Date or new Annuity Date, whichever is earlier, subject to any applicable federal law or the Code.

The new Annuity Date may not be earlier than the first Contract Anniversary and must occur on or before the day the Annuitant reaches his or her 95th birthday, or earlier, as required by any applicable federal law or the Code. If there are Joint Annuitants, the Annuity Date will be based on the younger Annuitant's birthday. You may be subject to additional restrictions under your Qualified Plan. You should consult with your Qualified Plan administrator before you elect an Annuity Date.

Default Annuity Option – If you have a Non-Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 95th birthday or your younger Joint Annuitant's 95th birthday, whichever applies. If you have a Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 95th birthday. However, some states' laws or federal laws may require a different Annuity Date. Certain Qualified Contracts may require distributions to occur at an earlier age.

If you have not specified an Annuity Option or do not instruct us otherwise, at your Annuity Date your Contract Value, less charges for premium taxes and/or other taxes, will be converted (if this amount is at least \$10,000) to a fixed annuity payout option on the Annuity Date.

Additionally:

- If you have a Non-Qualified Contract, your default Annuity Option will be Life with a ten year Period Certain; or
- If you have a Qualified Contract, your default Annuity Option will be Life with five year Period Certain, or a shorter period certain as may be required by federal regulation. If you are married, different requirements may apply. Please contact your plan administrator for further information, if applicable.
- If the amount is less than \$10,000, the entire amount will be distributed in one lump sum.

Application of Contract Value – Prior to the Annuity Date, you may elect to convert all or part of the Contract Value less any charge for premium taxes and/or other taxes, to any currently offered Annuity Option. The aggregate amount you convert must be at least \$10,000; otherwise, we reserve the right to terminate this Contract and pay a single amount equal to the withdrawal proceeds as determined under the **Full Withdrawal** provision. You may elect to have annuity payments made monthly, quarterly, semiannually, or annually. Regardless of the frequency of payments, the minimum annuity payment that you may elect to receive is \$250. We reserve the right to reduce the frequency of payments or the period certain if the initial annuity payment is less than \$250. We reserve the right to pay the amount in a lump sum withdrawal if no annuity benefit equals or exceeds the minimum annuity payment.

Subject to the **Withdrawal Provisions**, you may also elect a full withdrawal in lieu of annuity payments under an Annuity Option.

If you convert only a portion of the Contract Value on the Annuity Date, you may, at that time, elect not to have the remainder of the Contract Value distributed, but instead to continue the Contract with that remaining Contract Value. This option may or may not be available, or may be available only for certain types of Contracts. If this option is available and you elect it, you would choose a second Annuity Date for such Contract Value. All references in this Contract to the Annuity Start Date (or Annuity Date) would, with regard to such Contract Value, be deemed to refer to that second Annuity Date. The second Annuity Date may not be after the Annuitant's 95th birthday. You should consult with your tax adviser for more information if you desire this option.

Your Selections – Prior to the Annuity Date, you may make two selections about the annuity payments. First, you may choose the form of annuity payments (Annuity Option). Second, you may choose to have annuity payments made monthly, quarterly, semiannually, or annually.

The first annuity payment will be sent on the day following the Annuity Date and must be at least \$250. We may reduce the payment frequency if the first annuity payment is less than \$250. If you elect annuity payments for a Period Certain Only, we also reserve the right to reduce the Period Certain to meet the \$250 minimum first payment.

Once annuity payments begin, no changes can be made to either the Annuity Option or the basis on which such payments are made, no additional purchase payments will be accepted and no withdrawals will be allowed.

Fixed Annuities – You will receive a fixed annuity (with fixed-dollar payments). We will apply the amount you convert to a fixed annuity, based on the Contract Value on the Annuity Date. Any amount you convert to a fixed annuity will be held in our General Account.

Each periodic payment under the fixed annuity will be equal to the amount of the first fixed annuity payment (unless you elect a joint and survivor life annuity with reduced survivor payments).

Amount of Payments – The first annuity payment amount depends on the Annuity Option and payment frequency. If you do not choose the Period Certain Only Option, the amount will depend on the Age of the Annuitant(s), the Annuity Date, and the sex of the Annuitant(s), unless unisex factors apply.

Fixed Annuity Payments – The minimum guaranteed income purchased per \$1,000 of the net amount applied to a fixed annuity is based on an annual interest rate of 1.50% and the 2000 Individual Annuity Mortality Table with the ages set back ten (10) years.

Conversion to Current Rates – Annuity payments will be based on the greater of:

- our current income factors in effect for this Contract on the Annuity Date; or
- our guaranteed income factors set forth in this Contract.

The dollar amount of any payments after the first annuity payment is specified during the annuity payment period according to the provisions of the elected Annuity Option.

Periodic Payments – The first payment under the Annuity Options will be determined on the Annuity Date and will be made on the day following the Annuity Date.

For a Beneficiary entitled to a death benefit due to the death of any Owner or the sole surviving Annuitant, the first payment will be made on the first day of the calendar month, or earlier at our option, next following the day we receive due proof of the death and instructions regarding payment, (called the "Payment Start Date"), and such other documentation as we may require. Subsequent payments will be determined on the day in each payment period that corresponds to the Payment Start Date and will be made on the following day.

ANNUITY OPTIONS

The following Annuity Options are available under this Contract. Additional options may become available in the future:

Option 1 – Life Only: Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.

Option 2 – Life with Period Certain: Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

If the Annuitant dies after all of the payments under the period certain have been paid, payments will stop when the Annuitant dies.

Additionally, if payments are elected under this option, you may redeem all remaining guaranteed payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed payments at the assumed investment return.

Option 3 – Joint and Survivor Life: Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant. If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66-2/3% of the original fixed payment payable during the lifetime of the Primary Annuitant.

Option 4 – Period Certain Only: Periodic payments are made to the designated payee and are guaranteed for a specified period. You may choose to have payments guaranteed ten (10) through thirty (30) years (in full years only). Additional options may become available in the future.

If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity entitled to receive the remainder of the guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary; or
- (d) the Contingent Beneficiary.

If none are living (or if there is no entity entitled to receive the remainder of the guaranteed payments), we will pay the remainder of the guaranteed payments to the Owner's estate.

Additionally, if payments are elected under this option, you may redeem all remaining guaranteed payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed payments at the assumed investment return.

ANNUITY OPTION TABLES

Applicability of Rates – For the fixed Annuity Option, the Annuity Option Tables contained in the following pages illustrate the minimum guaranteed monthly income purchased per \$1,000 of the amount applied.

For some Qualified Plans and in some states, the use of sex-distinct income factors are prohibited. For those Qualified Plans, we use blended unisex income factors for life payment options for both male and female Annuitants.

Basis of Computations – The actuarial basis for the fixed Annuity Option Tables is the Annuity 2000 Mortality Table with the ages set back ten (10) years with interest at an annual rate as shown in the Contract Specifications.

Rates Not Shown – Any rates and/or ages not shown in the tables contained in this Contract will be provided by the Company upon request.

Annuity benefits will not be less than those that would have been provided by the application of an amount to purchase any single premium immediate annuity offered by us at the time annuity payments commence to the same class of annuitants.

OPTIONS 1 AND 2
LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS

Fixed Annuity Rates

Age	Male at 1.50%			Female at 1.50%			Unisex at 1.50%		
	Life Only	Life with Guaranteed		Life Only	Life with Guaranteed		Life Only	Life with Guaranteed	
		10 Yr.	20 Yr.		10 Yr.	20 Yr.		10 Yr.	20 Yr.
30	2.09	2.09	2.08	2.01	2.01	2.00	2.05	2.05	2.04
35	2.20	2.20	2.19	2.10	2.10	2.10	2.15	2.15	2.15
40	2.33	2.33	2.32	2.22	2.22	2.21	2.28	2.27	2.27
45	2.49	2.49	2.47	2.36	2.36	2.35	2.43	2.42	2.41
50	2.69	2.68	2.66	2.53	2.53	2.51	2.61	2.61	2.59
55	2.94	2.93	2.88	2.74	2.73	2.71	2.84	2.83	2.80
60	3.24	3.22	3.14	3.00	2.99	2.95	3.12	3.11	3.05
65	3.63	3.60	3.45	3.34	3.32	3.24	3.49	3.46	3.35
70	4.15	4.07	3.79	3.78	3.74	3.58	3.96	3.91	3.69
75	4.85	4.69	4.14	4.37	4.28	3.96	4.61	4.49	4.05
80	5.82	5.45	4.44	5.19	5.00	4.32	5.50	5.23	4.39
85	7.15	6.32	4.65	6.39	5.91	4.60	6.76	6.12	4.63
90	9.01	7.22	4.76	8.16	6.93	4.75	8.58	7.08	4.75
95	11.61	8.00	4.81	10.79	7.86	4.80	11.20	7.93	4.80

OPTION 3 – JOINT AND 50% SURVIVOR LIFE

Primary Annuitant

Male Age

		60	65	70	75	80	85
Female Age	60	<u>1.50% Fixed</u> 2.96	<u>1.50% Fixed</u> 3.16	<u>1.50% Fixed</u> 3.39	<u>1.50% Fixed</u> 3.64	<u>1.50% Fixed</u> 3.91	<u>1.50% Fixed</u> 4.20
	65	3.03	3.27	3.54	3.84	4.16	4.49
	70	3.10	3.37	3.69	4.04	4.43	4.84
	75	3.15	3.46	3.82	4.24	4.72	5.23
	80	3.18	3.52	3.93	4.43	5.00	5.64
	85	3.21	3.57	4.01	4.58	5.26	6.06

Primary Annuitant

Unisex Age

		60	65	70	75	80	85
Unisex Age	60	<u>1.50% Fixed</u> 2.91	<u>1.50% Fixed</u> 3.13	<u>1.50% Fixed</u> 3.36	<u>1.50% Fixed</u> 3.63	<u>1.50% Fixed</u> 3.92	<u>1.50% Fixed</u> 4.23
	65	2.97	3.22	3.50	3.81	4.15	4.52
	70	3.02	3.30	3.62	3.99	4.40	4.85
	75	3.06	3.36	3.73	4.16	4.66	5.21
	80	3.08	3.41	3.81	4.30	4.89	5.58
	85	3.10	3.44	3.87	4.41	5.10	5.93

OPTION 3 – JOINT AND 66 2/3% SURVIVOR LIFE

Primary Annuitant

Male Age

		60	65	70	75	80	85
Female Age	60	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>
	65	2.87	3.03	3.20	3.36	3.53	3.69
	70	2.97	3.17	3.38	3.59	3.80	4.00
	75	3.05	3.29	3.56	3.83	4.11	4.37
	80	3.11	3.40	3.72	4.07	4.44	4.80
	85	3.16	3.48	3.86	4.30	4.78	5.27
	85	3.19	3.54	3.97	4.49	5.10	5.76

OPTION 3 – JOINT AND 100% SURVIVOR LIFE

Primary Annuitant

Male Age

		60	65	70	75	80	85
Female Age	60	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>	1.50% <u>Fixed</u>
	65	2.72	2.80	2.87	2.92	2.95	2.97
	70	2.85	2.98	3.09	3.18	3.24	3.28
	75	2.96	3.15	3.32	3.47	3.58	3.66
	80	3.05	3.29	3.54	3.77	3.97	4.12
	85	3.12	3.41	3.73	4.07	4.39	4.66
	85	3.17	3.50	3.89	4.33	4.80	5.25

OPTION 4 – PERIOD CERTAIN ONLY

Monthly Income			
<u>Years</u>	1.50% <u>Fixed</u>	<u>Years</u>	1.50% <u>Fixed</u>
10	8.96	21	4.62
11	8.21	22	4.44
12	7.58	23	4.28
13	7.05	24	4.13
14	6.59	25	3.99
15	6.20	26	3.86
16	5.85	27	3.75
17	5.55	28	3.64
18	5.27	29	3.54
19	5.03	30	3.44
20	4.81		



Pacific Life Insurance Company • [700 Newport Center Drive • Newport Beach, CA 92660]

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Annuities Payable in Fixed Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating