

State: Arkansas **Filing Company:** AXA Equitable Life Insurance Company
TOI/Sub-TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.002 Flexible Premium
Product Name: Accumulator 13
Project Name/Number: Accumulator 13 /ICC12ACC13DP-B

Filing at a Glance

Company: AXA Equitable Life Insurance Company
Product Name: Accumulator 13
State: Arkansas
TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable
Sub-TOI: A02.11.002 Flexible Premium
Filing Type: Form
Date Submitted: 12/05/2012
SERFF Tr Num: ELAS-128795216
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: ICC12ACC13DP-B

Implementation: 01/15/2013
Date Requested:
Author(s): Robert Palermo
Reviewer(s): Linda Bird (primary)
Disposition Date: 12/12/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

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General Information

Project Name: Accumulator 13 Status of Filing in Domicile: Not Filed
 Project Number: ICC12ACC13DP-B Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 12/12/2012
 State Status Changed: 12/12/2012
 Deemer Date: Created By: Robert Palermo
 Submitted By: Robert Palermo Corresponding Filing Tracking Number:

Filing Description:
 Please see attached filing letter for details.

Company and Contact

Filing Contact Information

Gregory Prato, Assistant Vice President greg.prato@axa-equitable.com
 1290 Avenue of the Americas, 212-314-5710 [Phone]
 14th Floor 212-314-3380 [FAX]
 New York, NY 10104

Filing Company Information

AXA Equitable Life Insurance CoCode: 62944 State of Domicile: New York
 Company Group Code: 968 Company Type: LIFE
 1290 Avenue of the Americas, 14- Group Name: Insurance
 10 FEIN Number: 13-5570651 State ID Number:
 New York,, NY 10104
 (212) 314-2921 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$950.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form (19) = \$950
 Per Company: No

Company	Amount	Date Processed	Transaction #
AXA Equitable Life Insurance Company	\$950.00	12/05/2012	65459929

SERFF Tracking #:

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/12/2012	12/12/2012

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Disposition

Disposition Date: 12/12/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variability		Yes
Supporting Document	Compliance Certification		Yes
Supporting Document	Filing Letter		Yes
Form	B Share Data Pages		Yes
Form	L Share Data Pages		Yes
Form	CP Share Data Pages		Yes
Form	TGAP 1 Data Pages		Yes
Form	TGAP 2 Data Pages		Yes
Form	TGAP 3 Data Pages		Yes
Form	GMIB Rider		Yes
Form	GMDB "Greater of" Rider		Yes
Form	GMDB HAV Rider		Yes
Form	GMDB HAV IB Rider		Yes
Form	EEB Rider		Yes

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Schedule	Schedule Item	Schedule Item Status	Public Access
Form	ATP Endorsement		Yes
Form	Tiered Bonus Endorsement		Yes
Form	NQ Endorsement		Yes
Form	IRA Endorsement		Yes
Form	Roth Endorsement		Yes
Form	ADL Application		Yes
Form	Advisors Application		Yes
Form	Chase Application		Yes

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Form Schedule

Lead Form Number: ICC12ACC13DP-B								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		B Share Data Pages	ICC12ACC13DP-B	DDP	Initial			ACC 13 B DP-Final.pdf
2		L Share Data Pages	ICC12ACC13DP-L	DDP	Initial			ACC 13 L DP-Final.pdf
3		CP Share Data Pages	ICC12ACC13DP-CP	DDP	Initial			ACC 13 CP DP-Final.pdf
4		TGAP 1 Data Pages	ICC12TGAP1A	DDP	Initial			ICC12TGAP1A.pdf
5		TGAP 2 Data Pages	ICC12TGAP2A	DDP	Initial			ICC12TGAP2A.pdf
6		TGAP 3 Data Pages	ICC12TGAP3A	DDP	Initial			ICC12TGAP3A.pdf
7		GMIB Rider	ICC12GMIBACC13	POLA	Initial			ICC12GMIBACC13-Final.pdf
8		GMDB "Greater of" Rider	ICC12GMD BGRACC13	POLA	Initial			ICC12GMD BGRACC13-Final.pdf
9		GMDB HAV Rider	ICC12GMD BHAVACC13	POLA	Initial			ICC12GMD BHAVACC13-Final.pdf
10		GMDB HAV IB Rider	ICC12GMD BHAV-IBACC13	POLA	Initial			ICC12GMD BHAV-IBACC13-Final.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
11		EEB Rider	ICC12EEBA CC13	POLA	Initial			ICC12EEBACC13-Final.pdf
12		ATP Endorsement	ICC12ATPA CC13	POLA	Initial			ICC12ACC13ATP w Transfer Points- 10%-Final.pdf
13		Tiered Bonus Endorsement	ICC12BON USACC13	POLA	Initial			ICC12BONUSACC 13-Final.pdf
14		NQ Endorsement	ICC12NQ- ACC13	POLA	Initial			NQ Endorsement ACC13-Final.pdf
15		IRA Endorsement	ICC12IRA- ACC13	POLA	Initial			IRA Endorsement ACC13-Final.pdf
16		Roth Endorsement	ICC12ROT H-ACC13	POLA	Initial			Roth IRA Endorsement ACC13-Final.pdf
17		ADL Application	2012 App 02 ACC13	AEF	Initial			Gen - Application - 2012 App 02 ACC13.pdf
18		Advisors Application	2012 App 01 ACC13	AEF	Initial			Gen - Application - 2012 App 01 ACC13.pdf
19		Chase Application	E 2012 App 02 ACC13	AEF	Initial			Gen - Application - E 2012 App 02 ACC13.pdf

Form Type Legend:

SERFF Tracking #:

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ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Inherited IRA/Roth IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[If the Owner is the sole spousal beneficiary under the deceased Owner's [Roth] IRA then the following designation will appear after the Owner's name:]

["Special Surviving Spouse"]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]

Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]

Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

[Applicable to Qualified Plan Contracts]

[Employer:] [ABC Company]

[Plan:] [ABC Company Plan]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsement(s) Attached:

[Market Segment Endorsement(s)]

[Endorsement Applicable to Non-Qualified Contracts
Endorsement Applicable to Defined Contribution Qualified Plan Contracts
Endorsement Applicable to Defined Benefit Qualified Plan Contracts
Endorsement Applicable to Traditional IRA Contracts
Endorsement Applicable to Roth IRA Contracts
Charitable Remainder Trust Endorsement
Inherited Traditional IRA Beneficiary Continuation Option (BCO) Endorsement
Inherited Roth IRA Beneficiary Continuation Option (BCO) Endorsement]

[Investment Options Endorsement(s)]

[Endorsement Applicable to Special Dollar Cost Averaging
Endorsement Applicable to Allocation Options
Endorsement Applicable to the Asset Transfer Program (ATP)]

[Optional Rider(s) Attached:

Guaranteed Minimum Income Benefit Rider with Guaranteed Withdrawal Benefit for Life Conversion Benefit
“Greater of” Guaranteed Minimum Death Benefit Rider
Highest Anniversary Value Guaranteed Minimum Death Benefit Rider
Earnings Enhancement Benefit Rider]

Issue Date: [January 1, 2013]
Contract Date: [January 1, 2013]
[Maturity Date: [January 1, 2048]

The Maturity Date may not be prior to [thirteen months] from the Contract Date nor later than the Contract Date Anniversary which follows the Annuitant’s [95th] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant’s date of birth and will not change under the Contract except as described in Section 7.02 [and the next paragraph]. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant’s date of birth.

[Applicable to IRA Contract Owners only]

[If you die and your spouse elects to continue this Contract (“Spousal Continuation”), your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date.]

[Applicable to NQ Contract Owners only]

[If you die and your spouse elects to continue this Contract (“Spousal Continuation”), if you were also the sole Annuitant under the Contract, your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date. However, if your age did not originally determine the Maturity Date under the Contract, your spouse may elect to become the Annuitant, superseding any named Annuitant and your spouse’s date of birth will determine the Maturity Date.]

[For NQ Contracts with Joint Annuitants] [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.]

[Applicable to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contracts]

[BCO Distribution Commencement Date: [xx/xx/xx]]

PART B -- This part describes certain provisions of your Contract.

[Applicable if the Special Dollar Cost Averaging program is available]

[Special Dollar Cost Averaging Rate [2.00%] through [December 31, 2013]]

Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2013;
Annual Guaranteed Interest Rate	1.0% through December 31, 2013]
Lifetime Minimum Guaranteed Interest Rate	[1.0%]

Initial Contribution Received: **[\$105,000.00]**

[Account for Special Dollar Cost Averaging] **[\$0.00]**

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Set forth below are the initial Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

<u>Variable Investment Options</u>	<u>Amount Allocated</u>
[AXA Growth Strategy	
AXA Moderate Growth Strategy	[\$52,500]
AXA Balanced Strategy	
AXA Conservative Growth Strategy	
AXA Conservative Strategy	[\$52,500]
EQ/AllianceBernstein Dynamic Wealth	
EQ/Money Market]	

[An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.]

Guaranteed Interest Option (“GIO”) **[\$0.00]**

[No more than [25%] of the total Annuity Account Value may be allocated to the GIO]

[You may not contribute to or transfer amounts into the AXA Ultra Conservative Strategy Investment Option. This is the Asset Transfer Program Investment Option described in the Endorsement Applicable to the Asset Transfer Program.]

Total (Amount Allocated to Investment Options): **[\$105,000.00]**

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [70].

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Contribution Limits and Requirements: Initial Contribution minimum: [\$25,000]

Subsequent Contribution minimum: [\$500] *[For Contracts issued in the NQ and IRA market segments only, the following text will appear]* [Subsequent Contributions are limited to the first Contract Year.]

[For Contracts issued in the [QP-DB]/[QP-DC] market segment only, the following text will appear in lieu of the previous paragraph] [We reserve the right to limit aggregate Contributions made each Contract Year after the first Contract Year to 100% of the first Contract Year Contributions. We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than 80% of the present value of the Annuitant's accrued benefit. The only Contributions we will accept are: (i) transfers from another [QP-DB]/[QP-DC] Plan and (ii) amounts attributable to a change of investment vehicles in the Plan.]

We may discontinue acceptance of Contributions under the Contract upon [45 days] advance written notice to you. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline.

[Cumulative Contribution Limit]

[We may refuse to accept any Contribution if the sum of all Contributions under all ["Accumulator" and "Retirement Cornerstone"] Series Contracts with the same Annuitant or Owner would then total more than [\$1,500,000]. [We may refuse to accept any Contribution if the sum of all Contributions under all ["Accumulator"] Series Contracts with the same Annuitant or Owner would then total more than [\$1,000,000].]

[For issue ages 81-85, the following sentence will replace the second sentence of the paragraph immediately above] [We may refuse to accept any Contribution if the sum of all Contributions under all ["Accumulator"] Series Contracts with the same Annuitant and Owner would then total more than \$[500,000].]

[AXA Equitable Annuity Accumulation Contract Contribution Limit]

We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [\$2,500,000].

We may refuse to accept any Contribution if the source of such Contribution is an existing AXA Equitable Contract.

Transfer Rules (see Section 4.02 of the Contract): Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the Contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an Owner on any Transaction Date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple Contract Owners unless pursuant to a trading authorization agreement that we have accepted,
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous Business Day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following text will apply when either GMIB I or GMIB II is elected with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to the Asset Transfer Program (ATP) issued with this Contract will apply.]

[The following text will apply when GMIB II or no GMIB Rider is issued with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to Investment Options issued with this Contract must be complied with.]

Withdrawals (see Section 5.01 of the Contract): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300]. ***[Applicable to QP-DB and QP-DC market segments only:]*** [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Withdrawals will be withdrawn on a pro rata basis from your Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any additional amount required or the total amount of the withdrawal, as applicable, will be withdrawn from the Account for Special Dollar Cost Averaging.

[The following language is applicable to Traditional IRA Contracts]

[Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to Traditional IRA Contracts].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value and this Contract will terminate.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will terminate.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

Annuity Benefit Forms - (Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

[Life Annuity 10 Year Period Certain] [For annuity commencement date ages 80 and greater the "Period Certain" is as follows:]

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

[Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% if available, of the Annuity Account Value.]

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract): [\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01 of the Contract): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit, if available. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
1	7.00%
2	7.00%
3	6.00%
4	6.00%
5	5.00%
6	3.00%
7	1.00%
8 and later	0.00%

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with "Contract Year 1" with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is "Contract Year 1."

Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

Free Withdrawal Amount (see Section 8.01 of the Contract): [10%] of the Annuity Account Value at the beginning of the Contract Year, minus any amount previously withdrawn during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.02 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Dollar Cost Averaging program.

Transfer Charges (see Section 8.03 of the Contract):

Currently, the number of free transfers is [unlimited], subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$[35] for each transaction.

Contract Fee (see Section 8.05 of the Contract): **Annual Rate of [1.30%]** (equivalent to a daily rate of [0.003585%] [plus any applicable VIO Facilitation Charge up to an annual rate equal to [0.45%] (equivalent to a daily rate of [0.001236%]).])

The Contract Fee includes the following charges:

Operations Fee:	Annual rate of [0.80%]
Administration Fee:	Annual rate of [0.30%]
Distribution Fee:	Annual rate of [0.20%]
[Variable Investment Option Facilitation Charge:	Annual rate up to [0.45%]

The Variable Investment Option (“VIO”) Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

- a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
- a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
- a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.]

Third Party Transfer Charge (see Section 8.07 of the Contract): We reserve the right to deduct a charge no greater than [\$125] per occurrence for a direct rollover or direct transfer of amounts withdrawn from this Contract and transferred to a third party, or to another company, or in connection with an exchange of this Contract for a Contract issued by another company. The current charge is [\$0].

This charge will be deducted from the Annuity Account Value in the Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Dollar Cost Averaging program.

[The following text will appear in the Data Pages if the Alternate Payment Method applies:]

[Check Preparation Charge (see Section 9.07 of the Contract): Alternate Payment Method We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed \$[85]. [Currently there is no charge for this service.]]

PART D – This part describes waivers of certain charges in your Contract.

Withdrawal Charge Waivers - In accordance with Section 8.01 of the Contract, we reserve the right to reduce or waive the Withdrawal Charge.

For Waivers 3, 4 and 5 specified below, there is a twelve month ineligibility period (the period during which you are ineligible to receive the waiver benefit), beginning on the Contract Date of this Contract and ending on the first Contract Date Anniversary. Once the ineligibility period has expired, the Owner (herein referred to as "the claimant") may submit a claim for any such waiver. The claim must be submitted on our Withdrawal Charge waiver form within 10 Business Days of submitting the withdrawal request before any waiver benefit is provided. If the Withdrawal Charge waiver form is not submitted within 10 Business Days of the withdrawal request, it is considered that the claimant complied with the claim requirements if the claimant submits written proof covering the occurrence, the character of and the extent of the occurrence for which the claim is made. If the claim is denied by AXA Equitable, the withdrawal will not be processed until the claimant is notified of the denial and is provided with the opportunity to accept or reject the withdrawal proceeds, including any applicable withdrawal charge. The withdrawal shall not prejudice the waiver of any Withdrawal Charge while the Withdrawal Charge waiver benefit is applicable.

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

However, for A Contract issued with the Guaranteed Minimum Income Benefit ("GMIB") Rider, that converts to GWBL, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means: (a) under Joint Life Contracts, the second to die of the Owner or the Successor Owner, and (b) under Contracts with a Non-Natural Owner, the Annuitant for a Single Life Contract or the second to die of the Annuitant or Joint Annuitant for Joint Life Contracts. [For Contracts with GMIB that convert to GWBL under a Single Life Contract with Joint Owners or Single Life Non-Natural Owner Contracts with Joint Annuitants, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means the older Owner or older Annuitant respectively.]

No Withdrawal Charge will apply in these events:

1. the Owner dies and the Death Benefit is payable;
2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or
3. the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi) and provide documentation satisfactory to us that the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi). Such proof must include, but is not limited to, written certification from a U.S. licensed physician. "Physician" means a person, defined in Section 1861(r)(1) of the Social Security Act, who is licensed to practice the healing arts and is performing only those services within the scope of his or her license;

- (i) "Bathing" means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- (ii) "Continence" means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- (iii) "Dressing" means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- (iv) "Eating" means feeding oneself by food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- (v) "Toileting" means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- (vi) "Transferring" means moving into or out of a bed, chair or wheelchair.

- 4. we receive proof satisfactory to us that the Owner 's life expectancy is six months or less (such proof must include, but is not limited to, certification by a U.S. licensed physician); or
- 5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a U.S. licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
 - its main function is to provide skilled, intermediate or custodial nursing care;
 - it provides continuous room and board to three or more persons;
 - it is supervised by a registered nurse or practical nurse;
 - it keeps daily medical records of each patient;
 - it controls and records all medications dispensed; and
 - its primary service is other than to provide housing for residents.
- 6. for IRA and NQ Contracts, the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner's death. This option is not available with the Inherited Traditional IRA and Inherited Roth IRA Contracts.

[Item 7 below will apply only to Contract Owners in the market segments under which the Beneficiary Continuation Option is available (NQ, Traditional IRA, and Roth IRA)]

- 7. [a Death Benefit is payable and the Beneficiary Continuation Option is elected.]

[Item 8 below applies to Traditional IRA Contracts]

- 8. [a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service or withdrawals made under our Substantially Equal Withdrawal Program. However, in each Contract Year, the amount of the Required Minimum Distribution [or Substantially Equal Withdrawal] is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.]

[Item 9 applies to Traditional IRA Contracts]

- 9. [amounts under this Contract that are directly transferred to an [Accumulator] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.]

[Items 10 and 11 apply to Contracts with a GMIB Rider]

10. [withdrawals from Contracts with a GMIB with GWBL Conversion Benefit Rider, which do not exceed (i) the AWA (described in Part I of the Rider) and (ii) the GAWA (described in Part II of the Rider) in a Contract Year.
11. amounts are applied to provide GMIB payments under your Contract when GMIB is exercised on the Last GMIB Exercise Date. The waiting period to exercise GMIB for any optional reset you may have elected for your GMIB Benefit Base is also waived upon GMIB exercise on the Last GMIB Exercise Date.]

Part E – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Minimum Income Benefit (GMIB) Rider with Guaranteed Withdrawal Benefit for Life Conversion Benefit**. Please read the Rider for the complete provisions shown below.

1. Your GMIB Rider is effective as of the Contract Date.

2. **Annual Rollup Rate:**

[For issue ages 0 to 63, the following text will apply]

[Your initial Annual Rollup Rate is [4.00]%. This rate will apply in the Contract Year in which the first withdrawal is taken and for all subsequent Contract Years if withdrawals begin on or prior to the Contract Date Anniversary when the Owner is age [64] and a rate of [5.00]% will apply if withdrawals begin after the Contract Date Anniversary when the Owner is age [64].]

[For issue ages 64 to 80, the following text will apply]

[Your Annual Rollup Rate is [5.00]%. This rate will apply in the Contract Year in which the first withdrawal is taken and for all subsequent Contract Years.]

3. **Deferral Rollup Rate:**

Your Deferral Rollup Rate is [5.00%]. This rate will apply through the Contract Year preceding the Contract Year in which you begin taking withdrawals from the Contract.

4. **The Rider's Guaranteed Benefit**

Withdrawals under the Contract will cause an adjustment to your GMIB Benefit Base as described in Section 1.02C of your Rider. The adjustment may be greater than the amount withdrawn. [The GMIB Benefit Base will be reduced by any applicable withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB Benefit Base. When GMIB is exercised on the last GMIB Exercise Date, or within [30] days following the last GMIB Exercise Date, withdrawal charges are not applicable.]

Your last GMIB Exercise Date is the Contract Date Anniversary following your [85th] birthday. You have several options on how you may proceed with the Rider on that date as described in Section 1.05. You will have [30 days] from the Last GMIB Exercise Date to make such an election. Unless you elect otherwise, on this date, the Rider will automatically convert to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider.

5. **1.02(A)(1)(B) GMIB Annual Withdrawal Amount (“AWA”)**

The GMIB AWA for each Contract Year is equal to (i) the GMIB Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate. There is no GMIB Annual Withdrawal Amount before the [first] Contract Date Anniversary.

6. **1.02(A)(1)(I) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your GMIB Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your GMIB Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Reset is not permitted after the Contract Date Anniversary following your [85th] birthday. A reset is not applicable to your Annuity Account Value.

When you reset your GMIB Benefit Base, you may not exercise GMIB as described in Section 1.03 of the GMIB Rider, until the [10th] Contract Date Anniversary following the reset, or such later date as provided in Section 1.03 of the GMIB Rider. [If you reset your GMIB Benefit Base on or after age [76], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of your GMIB Rider upon your Contract Date Anniversary following your [85th] birthday.]

7. **2.01(F) Guaranteed Annual Withdrawal Amount (“GAWA”)**

Your initial Guaranteed Annual Withdrawal Amount (“GAWA”) is equal to the greater of (i) the Annuity Account Value Applicable Percentage shown in the table below applied to your Annuity Account Value and (ii) the GMIB Benefit Base Applicable Percentages shown in the table below applied to your GMIB Benefit Base. Both these values are determined as of the GWBL Conversion Effective Date.

Single Life Benefit Contract Applicable Percentages: For purposes of determining your initial GAWA, the percentages shown in the Single Life line in the table are used.

If your initial Applicable Percentage is one of the percentages shown in column B of the table, it will increase to the percentage shown in Column A on any Contract Date Anniversary on which your Benefit Base is increased by an Annual Ratchet.

Joint Life Benefit Contract Applicable Percentages: The Applicable Percentage is based on your age or the age of the Successor Owner [NQ only: or Joint Owner, as applicable], whoever is younger. For a Joint Life Benefit Contract with a Non-Natural Owner, the Applicable Percentage is based on the younger Annuitant’s age. The Applicable Percentages are shown in the Joint Life line for the appropriate age in the table below.

If you change your benefit to a Joint Life Benefit Contract on or after your GWBL Conversion Effective Date, the Applicable Percentage is re-determined as an initial Applicable Percentage as described above.

For Joint Life Benefit Contracts, if the GWBL Benefit Base is increased by an Annual Ratchet after the GWBL Conversion Effective Date, then as of the Contract Date Anniversary for that Annual Ratchet, the Applicable Percentage will be the percentage shown in Column A for the current age of the younger spouse:

	A Applicable Percentage if Annuity Account Value produces a higher GAWA	B Applicable Percentage if GMIB Benefit Base produces a higher GAWA	
		<i>B-i*</i>	<i>B-ii*</i>
Single Life (All ages)	[6.0%]	[5.0%]	[4.0%]
Joint Life if younger spouse is:			
Age [85+	[5.5%	[4.0%	[3.0%]
Ages 80-84	5.0%	3.5%	[2.5%]
Ages 75-79	4.5%	3.0%	[2.0%]
Ages 70-74]	4.0%]	2.5%]	[1.5%]

**Column B-i applies if withdrawals began after the Contract Date Anniversary when the Owner was age [64]. Column B-ii applies if withdrawals began on or prior to the Contract Date Anniversary when the Owner was age [64].*

Your GAWA may be taken through an Automatic Payment Plan we offer. If you take less than the GAWA in any Contract Year, you may not add the remainder to your GAWA in any subsequent Contract Year.

8. 2.01(H) Excess Withdrawal

An Excess Withdrawal occurs when you withdraw more than your GAWA in any Contract Year. Once a withdrawal causes cumulative withdrawals in a Contract Year to exceed your GAWA, the portion of the amount of that withdrawal that exceeds your GAWA and all subsequent withdrawals in that Contract Year are considered Excess Withdrawals.

If you make an Excess Withdrawal, we recalculate your Benefit Base and the GAWA, as follows: 1) The Benefit Base is reduced on a pro-rata basis by an Excess Withdrawal on the date of the withdrawal. 2) The GAWA for the next Contract Year is recalculated to equal the Applicable Percentage multiplied by the reset Benefit Base.

An Excess Withdrawal that reduces your Annuity Account Value to zero terminates the Contract, including all benefits, without value.

9. **3.02 The Cost of the Rider**

[If GMIB I is elected]

The current charge for the benefit is [1.15%] of the GMIB Benefit Base and [1.15%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge of the GMIB Benefit Base and the GWBL Benefit Base after the GWBL Conversion Effective Date is [2.30%] of the Rider's Benefit Base.

We may increase or decrease the charge for the benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The "Rider Charge Change Notification Date" is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for the Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day "Rider Drop Period."

The "Rider Charge Change Effective Date" is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated the Rider, we will determine and, deduct the above charge(s) annually from your Annuity Account Value on each Contract Date Anniversary for which the benefit is in effect. We will deduct the above charges for the portion of any Contract Year in which the benefit is terminated pursuant to Section 3.03 of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. . If the Rider charge changes and the Rider terminates within the [30] Day Rider Drop Period, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

[Terms and Conditions Applicable to your “Greater of” Death Benefit Rider. Please read the Rider for the complete provisions shown below.

1. Your “Greater of” Death Benefit Rider is effective as of the Contract Date.

2. **Annual Rollup Rate:**

[For issue ages 0 to 63, the following text will apply]

[Your initial Annual Rollup Rate is [4.00]%. This rate will apply in the Contract Year in which the first withdrawal is taken and for all subsequent Contract Years if withdrawals begin on or prior to the Contract Date Anniversary when the Owner is age [64] and a rate of [5.00]% will apply if withdrawals begin after the Contract Date Anniversary when the Owner is age [64].]

[For issue ages 64 to 80, the following text will apply]

[Your Annual Rollup Rate is [5.00]%. This rate will apply in the Contract Year in which the first withdrawal is taken and for all subsequent Contract Years.]

3. **Deferral Rollup Rate:**

Your Deferral Rollup Rate is [5.00%]. This rate will apply through the Contract Year preceding the Contract Year in which you begin taking withdrawals from the Contract.

4. **1.02(A)(7) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Rollup Benefit Base again until the [first] or later Contract Date Anniversary following the reset. A Reset is not permitted after the Contract Date Anniversary following your [85th] birthday.

If you reset your Rollup Benefit Base under the GMDB Rider, you must also reset your Rollup Benefit Base under your GMIB Rider.

5. **1.04 The Cost of The Rider**

[IF GMIB I is elected]

[The current charge for the benefit is [1.15%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge for the benefit is [2.30%] of the Rider’s Benefit Base.]

We may increase or decrease the charge for the benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The “Rider Charge Change Notification Date” is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for the Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day “Rider Drop Period.”

The “Rider Charge Change Effective Date” is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change

Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated the Rider, we will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section 1.05 of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. If the Rider charge changes and your Rider terminates within the [30] Day Rider Drop Period, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charge will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. You have elected this Rider with the GMIB Rider. Please read the Rider for the complete provisions shown below.

1. Your Highest Anniversary Value Death Benefit Rider is effective as of the Contract Date.
2. **III. Effect of Withdrawals on your Highest Anniversary Value Benefit Base**

The HAV Benefit Base will be reduced by withdrawals. During each Contract Year, [prior to completion of [one] [Contract Year[s], your HAV GMDB will be reduced on a pro-rata basis.]

[After completion of your [first] [Contract Year]], your HAV Benefit Base will be reduced on a dollar-for-dollar basis as long as the sum of your withdrawals in that Contract Year does not exceed your Guaranteed Minimum Income Benefit (“GMIB”) Annual Withdrawal Amount (“AWA”), as described in your GMIB Rider. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your GMIB AWA the portion of that withdrawal that exceeds your GMIB AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.

Notwithstanding the above two paragraphs, if you terminate your GMIB Rider prior to the Contract Date Anniversary following your [85th] birthday (Last GMIB Exercise Date), your HAV Benefit Base will be reduced by all withdrawals including RMD withdrawals on a pro-rata basis, beginning on the Transaction Date of the GMIB Rider termination.

Provided that your GMIB Rider has not converted to a GWBL Rider, upon termination of your GMIB Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV Benefit Base will be reduced by withdrawals on a dollar for dollar basis. However, the portion of any

withdrawal that exceeds an amount equal to the Annual Rollup Rate applicable on the Transaction Date multiplied by the HAV Benefit Base at the beginning of a Contract Year, and any subsequent withdrawals in that Contract Year, will cause a pro-rata reduction of the HAV Benefit Base.

[The following sentence describing required minimum distribution treatment is alternate text and will appear if applicable.] [Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce the HAV Benefit Base on a dollar for dollar basis.]

If your GMIB Rider converts to a GWBL Rider, your GMDB as of the GWBL Conversion Effective Date continues to be applicable, however, any withdrawal (including RMD withdrawals) on or after the GWBL Conversion Effective Date reduces your GMDB on a pro-rata basis.

3. **IV. The Cost of The Rider**

The charge for the benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section V. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your Highest Anniversary Value Death Benefit Rider is effective as of the Contract Date.

2. **IV. The Cost of The Rider**

The charge for the benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section V. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account

Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Earnings Enhancement Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your Earnings Enhancement Rider is effective as of the Contract Date.

2. **I. The Rider's Benefit**

The [Earnings Enhancement Benefit] Death Benefit Increment is equal to:

[40% (for Owner's issue ages up to age 70) or
25% (for Owner's issue ages 71 through 75)]

of your Death Benefit as described in the Death Benefit section less your [Earnings Enhancement Benefit] Contributions.

3. **III. The Cost of The Rider**

The charge for the benefit is [0.35%] of the Annuity Account Value. This charge is based on the Annuity Account Value on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section IV. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Inherited IRA/Roth IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[If the Owner is the sole spousal beneficiary under the deceased Owner's [Roth] IRA then the following designation will appear after the Owner's name:]

["Special Surviving Spouse"]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]

Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]

Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

[Applicable to Qualified Plan Contracts]

[Employer:] [ABC Company]

[Plan:] [ABC Company Plan]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsement(s) Attached:

[Market Segment Endorsement(s)]

[Endorsement Applicable to Non-Qualified Contracts
Endorsement Applicable to Defined Contribution Qualified Plan Contracts
Endorsement Applicable to Defined Benefit Qualified Plan Contracts
Endorsement Applicable to Traditional IRA Contracts
Endorsement Applicable to Roth IRA Contracts
Charitable Remainder Trust Endorsement
Inherited Traditional IRA Beneficiary Continuation Option (BCO) Endorsement
Inherited Roth IRA Beneficiary Continuation Option (BCO) Endorsement]

[Investment Options Endorsement(s)]

[Endorsement Applicable to Special Dollar Cost Averaging
Endorsement Applicable to Allocation Options
Endorsement Applicable to the Asset Transfer Program (ATP)]

[Optional Rider(s) Attached:

Guaranteed Minimum Income Benefit Rider with Guaranteed Withdrawal Benefit for Life Conversion Benefit
“Greater of” Guaranteed Minimum Death Benefit Rider
Highest Anniversary Value Guaranteed Minimum Death Benefit Rider
Earnings Enhancement Benefit Rider]

Issue Date: [January 1, 2013]
Contract Date: [January 1, 2013]
[Maturity Date: [January 1, 2048]

The Maturity Date may not be prior to [thirteen months] from the Contract Date nor later than the Contract Date Anniversary which follows the Annuitant’s [95th] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant’s date of birth and will not change under the Contract except as described in Section 7.02 [and the next paragraph]. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant’s date of birth.

[Applicable to IRA Contract Owners only]

[If you die and your spouse elects to continue this Contract (“Spousal Continuation”), your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date.]

[Applicable to NQ Contract Owners only]

[If you die and your spouse elects to continue this Contract (“Spousal Continuation”), if you were also the sole Annuitant under the Contract, your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date. However, if your age did not originally determine the Maturity Date under the Contract, your spouse may elect to become the Annuitant, superseding any named Annuitant and your spouse’s date of birth will determine the Maturity Date.]

[For NQ Contracts with Joint Annuitants] [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.]

[Applicable to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contracts]

[BCO Distribution Commencement Date: [xx/xx/xx]]

PART B -- This part describes certain provisions of your Contract.

[Applicable if the Special Dollar Cost Averaging program is available]

[Special Dollar Cost Averaging Rate [2.00%] through [December 31, 2013]]

Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2013;
Annual Guaranteed Interest Rate	1.0% through December 31, 2013]
Lifetime Minimum Guaranteed Interest Rate	[1.0%]

Initial Contribution Received: **[\$105,000.00]**

[Account for Special Dollar Cost Averaging] **[\$0.00]**

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Set forth below are the initial Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

<u>Variable Investment Options</u>	<u>Amount Allocated</u>
[AXA Growth Strategy	
AXA Moderate Growth Strategy	
AXA Balanced Strategy	[\$52,500]
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
EQ/AllianceBernstein Dynamic Wealth	
EQ/Money Market]	[\$52,500]

[An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.]

Guaranteed Interest Option (“GIO”) **[\$0.00]**

[No more than [25%] of the total Annuity Account Value may be allocated to the GIO]

[You may not contribute to or transfer amounts into the AXA Ultra Conservative Strategy Investment Option. This is the Asset Transfer Program Investment Option described in the Endorsement Applicable to the Asset Transfer Program.]

Total (Amount Allocated to Investment Options): **[\$105,000.00]**

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [70].

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Contribution Limits and Requirements: Initial Contribution minimum: [\$25,000]

Subsequent Contribution minimum: [\$500] *[For Contracts issued in the NQ and IRA market segments only, the following text will appear]* [Subsequent Contributions are limited to the first Contract Year.]

[For Contracts issued in the [QP-DB]/[QP-DC] market segment only, the following text will appear in lieu of the previous paragraph] [We reserve the right to limit aggregate Contributions made each Contract Year after the first Contract Year to 100% of the first Contract Year Contributions. We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than 80% of the present value of the Annuitant's accrued benefit. The only Contributions we will accept are: (i) transfers from another [QP-DB]/[QP-DC] Plan and (ii) amounts attributable to a change of investment vehicles in the Plan.]

We may discontinue acceptance of Contributions under the Contract upon [45 days] advance written notice to you. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline.

[Cumulative Contribution Limit]

[We may refuse to accept any Contribution if the sum of all Contributions under all ["Accumulator" and "Retirement Cornerstone"] Series Contracts with the same Annuitant or Owner would then total more than [\$1,500,000]. [We may refuse to accept any Contribution if the sum of all Contributions under all ["Accumulator"] Series Contracts with the same Annuitant or Owner would then total more than [\$1,000,000].]

[For issue ages 81-85, the following sentence will replace the second sentence of the paragraph immediately above] [We may refuse to accept any Contribution if the sum of all Contributions under all ["Accumulator"] Series Contracts with the same Annuitant and Owner would then total more than \$[500,000].]

[AXA Equitable Annuity Accumulation Contract Contribution Limit]

We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [\$2,500,000].

We may refuse to accept any Contribution if the source of such Contribution is an existing AXA Equitable Contract.

Transfer Rules (see Section 4.02 of the Contract): Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the Contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an Owner on any Transaction Date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple Contract Owners unless pursuant to a trading authorization agreement that we have accepted,
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous Business Day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following text will apply when either GMIB I or GMIB II is elected with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to the Asset Transfer Program (ATP) issued with this Contract will apply.]

[The following text will apply when GMIB II or no GMIB Rider is issued with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to Investment Options issued with this Contract must be complied with.]

Withdrawals (see Section 5.01 of the Contract): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300]. ***[Applicable to QP-DB and QP-DC market segments only:]*** [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Withdrawals will be withdrawn on a pro rata basis from your Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any additional amount required or the total amount of the withdrawal, as applicable, will be withdrawn from the Account for Special Dollar Cost Averaging.

[The following language is applicable to Traditional IRA Contracts]

[Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to Traditional IRA Contracts].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value and this Contract will terminate.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will terminate.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

Annuity Benefit Forms (Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

[Life Annuity 10 Year Period Certain] [For annuity commencement date ages 80 and greater the "Period Certain" is as follows:]

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

[Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% if available, of the Annuity Account Value.]

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract): [\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01 of the Contract): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit, if available. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
1	8.00%
2	7.00%
3	6.00%
4	5.00%
5 and later	0.00%

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with "Contract Year 1" with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is "Contract Year 1."

Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

Free Withdrawal Amount (see Section 8.01 of the Contract): [10%] of the Annuity Account Value at the beginning of the Contract Year, minus any amount previously withdrawn during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.02 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Dollar Cost Averaging program.

Transfer Charges (see Section 8.03 of the Contract):

Currently, the number of free transfers is [unlimited], subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$[35] for each transaction.

Contract Fee (see Section 8.05 of the Contract): Annual Rate of [1.70%] (equivalent to a daily rate of [0.004697%]) [plus any applicable VIO Facilitation Charge up to an annual rate equal to [0.45%] (equivalent to a daily rate of [0.001236%]).]

The Contract Fee includes the following charges:

Operations Fee:	Annual rate of [1.10%]
Administration Fee:	Annual rate of [0.35%]
Distribution Fee:	Annual rate of [0.25%]
[Variable Investment Option Facilitation Charge:	Annual rate up to [0.45%]

The Variable Investment Option (“VIO”) Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.]

Third Party Transfer Charge (see Section 8.07 of the Contract): We reserve the right to deduct a charge no greater than [\$125] per occurrence for a direct rollover or direct transfer of amounts withdrawn from this Contract and transferred to a third party, or to another company, or in connection with an exchange of this Contract for a Contract issued by another company. The current charge is [\$0]. This charge will be deducted from the Annuity Account Value in the Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Dollar Cost Averaging program.

[The following text will appear in the Data Pages if the Alternate Payment Method applies:]

[Check Preparation Charge (see Section 9.07 of the Contract): Alternate Payment Method We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed \$[85]. [Currently, there is no charge for this service.]]

PART D – This part describes waivers of certain charges in your Contract.

Withdrawal Charge Waivers - *In accordance with Section 8.01 of the Contract, we reserve the right to reduce or waive the Withdrawal Charge.*

For Waivers 3, 4 and 5 specified below, there is a twelve month ineligibility period (the period during which you are ineligible to receive the waiver benefit), beginning on the Contract Date of this Contract and ending on the first Contract Date Anniversary. Once the ineligibility period has expired, the Owner (herein referred to as “the claimant”) may submit a claim for any such waiver. The claim must be submitted on our Withdrawal Charge waiver form within 10 Business Days of submitting the withdrawal request before any waiver benefit is provided. If the Withdrawal Charge waiver form is not submitted within 10 Business Days of the withdrawal request, it is considered that the claimant complied with the claim requirements if the claimant submits written proof covering the occurrence, the character of and the extent of the occurrence for which the claim is made. If the claim is denied by AXA Equitable, the withdrawal will not be processed until the claimant is notified of the denial and is provided with the opportunity to accept or reject the withdrawal proceeds, including any applicable withdrawal charge. The withdrawal shall not prejudice the waiver of any Withdrawal Charge while the Withdrawal Charge waiver benefit is applicable.

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

However, for A Contract issued with the Guaranteed Minimum Income Benefit (“GMIB”) Rider, that converts to GWBL, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means: (a) under Joint Life Contracts, the second to die of the Owner or the Successor Owner, and (b) under Contracts with a Non-Natural Owner, the Annuitant for a Single Life Contract or the second to die of the Annuitant or Joint Annuitant for Joint Life Contracts. [For Contracts with GMIB that convert to GWBL under a Single Life Contract with Joint Owners or Single Life Non-Natural Owner Contracts with Joint Annuitants, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means the older Owner or older Annuitant respectively.]

No Withdrawal Charge will apply in these events:

1. the Owner dies and the Death Benefit is payable;
2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or
3. the Owner is unable to perform three “activities of daily living” as defined in Items (i) through (vi) and provide documentation satisfactory to us that the Owner is unable to perform three “activities of daily living” as defined in Items (i) through (vi). Such proof must include, but is not limited to, written certification from a U.S. licensed physician. “Physician” means a person, defined in Section 1861(r)(1) of the Social Security Act, who is licensed to practice the healing arts and is performing only those services within the scope of his or her license;
 - (i) “Bathing” means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.

- (ii) "Continence" means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- (iii) "Dressing" means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- (iv) "Eating" means feeding oneself by food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- (v) "Toileting" means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- (vi) "Transferring" means moving into or out of a bed, chair or wheelchair.

4. we receive proof satisfactory to us that the Owner 's life expectancy is six months or less (such proof must include, but is not limited to, certification by a U.S. licensed physician); or
5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a U.S. licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
 - its main function is to provide skilled, intermediate or custodial nursing care;
 - it provides continuous room and board to three or more persons;
 - it is supervised by a registered nurse or practical nurse;
 - it keeps daily medical records of each patient;
 - it controls and records all medications dispensed; and
 - its primary service is other than to provide housing for residents.
6. for IRA and NQ Contracts, the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner's death. This option is not available with the Inherited Traditional IRA and Inherited Roth IRA Contracts.

[Item 7 below will apply only to Contract Owners in the market segments under which the Beneficiary Continuation Option is available (NQ, Traditional IRA, and Roth IRA)]

7. [a Death Benefit is payable and the Beneficiary Continuation Option is elected.]

[Item 8 below applies to Traditional IRA Contracts]

8. [a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service or withdrawals made under our Substantially Equal Withdrawal Program. However, in each Contract Year, the amount of the Required Minimum Distribution [or Substantially Equal Withdrawal] is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.]

[Item 9 applies to Traditional IRA Contracts]

9. [amounts under this Contract that are directly transferred to an [Accumulator] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.]

[Items 10 and 11 apply to Contracts with a GMIB Rider]

10. [withdrawals from Contracts with a GMIB with GWBL Conversion Benefit Rider, which do not exceed (i) the AWA (described in Part I of the Rider) and (ii) the GAWA (described in Part II of the Rider) in a Contract Year.
11. amounts are applied to provide GMIB payments under your Contract when GMIB is exercised on the Last GMIB Exercise Date. The waiting period to exercise GMIB for any optional reset you may have elected for your GMIB Benefit Base is also waived upon GMIB exercise on the Last GMIB Exercise Date.]

Part E – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Minimum Income Benefit (GMIB) Rider with Guaranteed Withdrawal Benefit for Life Conversion Benefit**. Please read the Rider for the complete provisions shown below.

1. Your GMIB Rider is effective as of the Contract Date.

2. **Annual Rollup Rate:**

[For issue ages 0 to 63, the following text will apply]

[Your initial Annual Rollup Rate is [4.00]%. This rate will apply in the Contract Year in which the first withdrawal is taken and for all subsequent Contract Years if withdrawals begin on or prior to the Contract Date Anniversary when the Owner is age [64] and a rate of [5.00]% will apply if withdrawals begin after the Contract Date Anniversary when the Owner is age [64].]

[For issue ages 64 to 80, the following text will apply]

[Your Annual Rollup Rate is [5.00]%. This rate will apply in the Contract Year in which the first withdrawal is taken and for all subsequent Contract Years.]

3. **Deferral Rollup Rate:**

Your Deferral Rollup Rate is [5.00%]. This rate will apply through the Contract Year preceding the Contract Year in which you begin taking withdrawals from the Contract.

4. **The Rider's Guaranteed Benefit**

Withdrawals under the Contract will cause an adjustment to your GMIB Benefit Base as described in Section 1.02C of your Rider. The adjustment may be greater than the amount withdrawn. [The GMIB Benefit Base will be reduced by any applicable withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB Benefit Base. When GMIB is exercised on the last GMIB Exercise Date, or within [30] days following the last GMIB Exercise Date, withdrawal charges are not applicable.]

Your last GMIB Exercise Date is the Contract Date Anniversary following your [85th] birthday. You have several options on how you may proceed with the Rider on that date as described in Section 1.05. You will have [30 days] from the Last GMIB Exercise Date to make such an election. Unless you elect otherwise, on this date, the Rider will automatically convert to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider.

5. **1.02(A)(1)(B) GMIB Annual Withdrawal Amount (“AWA”)**

The GMIB AWA for each Contract Year is equal to (i) the GMIB Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate. There is no GMIB Annual Withdrawal Amount before the [first] Contract Date Anniversary.

6. **1.02(A)(1)(I) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your GMIB Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your GMIB Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Reset is not permitted after the Contract Date Anniversary following your [85th] birthday. A reset is not applicable to your Annuity Account Value.

When you reset your GMIB Benefit Base, you may not exercise GMIB as described in Section 1.03 of the GMIB Rider, until the [10th] Contract Date Anniversary following the reset, or such later date as provided in Section 1.03 of the GMIB Rider. [If you reset your GMIB Benefit Base on or after age [76], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of your GMIB Rider upon your Contract Date Anniversary following your [85th] birthday.]

7. **2.01(F) Guaranteed Annual Withdrawal Amount (“GAWA”)**

Your initial Guaranteed Annual Withdrawal Amount (“GAWA”) is equal to the greater of (i) the Annuity Account Value Applicable Percentage shown in the table below applied to your Annuity Account Value and (ii) the GMIB Benefit Base Applicable Percentages shown in the table below applied to your GMIB Benefit Base. Both these values are determined as of the GWBL Conversion Effective Date.

Single Life Benefit Contract Applicable Percentages: For purposes of determining your initial GAWA, the percentages shown in the Single Life line in the table are used.

If your initial Applicable Percentage is one of the percentages shown in column B of the table, it will increase to the percentage shown in Column A on any Contract Date Anniversary on which your Benefit Base is increased by an Annual Ratchet.

Joint Life Benefit Contract Applicable Percentages: The Applicable Percentage is based on your age or the age of the Successor Owner [NQ only: or Joint Owner, as applicable], whoever is younger. For a Joint Life Benefit Contract with a Non-Natural Owner, the Applicable Percentage is based on the younger Annuitant’s age. The Applicable Percentages are shown in the Joint Life line for the appropriate age in the table below.

If you change your benefit to a Joint Life Benefit Contract on or after your GWBL Conversion Effective Date, the Applicable Percentage is re-determined as an initial Applicable Percentage as described above.

For Joint Life Benefit Contracts, if the GWBL Benefit Base is increased by an Annual Ratchet after the GWBL Conversion Effective Date, then as of the Contract Date Anniversary for that Annual Ratchet, the Applicable Percentage will be the percentage shown in Column A for the current age of the younger spouse:

	A Applicable Percentage if Annuity Account Value produces a higher GAWA	B Applicable Percentage if GMIB Benefit Base produces a higher GAWA	
		<i>B-i*</i>	<i>B-ii*</i>
Single Life (All ages)	[6.0%]	[5.0%]	[4.0%]
Joint Life if younger spouse is:			
Age [85+	[5.5%	[4.0%	[3.0%]
Ages 80-84	5.0%	3.5%	[2.5%]
Ages 75-79	4.5%	3.0%	[2.0%]
Ages 70-74]	4.0%]	2.5%]	[1.5%]

**Column B-i applies if withdrawals began after the Contract Date Anniversary when the Owner was age [64]. Column B-ii applies if withdrawals began on or prior to the Contract Date Anniversary when the Owner was age [64].*

Your GAWA may be taken through an Automatic Payment Plan we offer. If you take less than the GAWA in any Contract Year, you may not add the remainder to your GAWA in any subsequent Contract Year.

8. 2.01(H) Excess Withdrawal

An Excess Withdrawal occurs when you withdraw more than your GAWA in any Contract Year. Once a withdrawal causes cumulative withdrawals in a Contract Year to exceed your GAWA, the portion of the amount of that withdrawal that exceeds your GAWA and all subsequent withdrawals in that Contract Year are considered Excess Withdrawals.

If you make an Excess Withdrawal, we recalculate your Benefit Base and the GAWA, as follows: 1) The Benefit Base is reduced on a pro-rata basis by an Excess Withdrawal on the date of the withdrawal. 2) The GAWA for the next Contract Year is recalculated to equal the Applicable Percentage multiplied by the reset Benefit Base.

An Excess Withdrawal that reduces your Annuity Account Value to zero terminates the Contract, including all benefits, without value.

9. **3.02 The Cost of the Rider**

[If GMIB I is elected]

The current charge for the benefit is [1.15%] of the GMIB Benefit Base and [1.15%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge of the GMIB Benefit Base and the GWBL Benefit Base after the GWBL Conversion Effective Date is [2.30%] of the Rider's Benefit Base.

We may increase or decrease the charge for the benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The "Rider Charge Change Notification Date" is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for the Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day "Rider Drop Period."

The "Rider Charge Change Effective Date" is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated the Rider, we will determine and, deduct the above charge(s) annually from your Annuity Account Value on each Contract Date Anniversary for which the benefit is in effect. We will deduct the above charges for the portion of any Contract Year in which the benefit is terminated pursuant to Section 3.03 of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. . If the Rider charge changes and the Rider terminates within the [30] Day Rider Drop Period, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

[Terms and Conditions Applicable to your “Greater of” Death Benefit Rider. Please read the Rider for the complete provisions shown below.

1. Your “Greater of” Death Benefit Rider is effective as of the Contract Date.

2. **Annual Rollup Rate:**

[For issue ages 0 to 63, the following text will apply]

[Your initial Annual Rollup Rate is [4.00]%. This rate will apply in the Contract Year in which the first withdrawal is taken and for all subsequent Contract Years if withdrawals begin on or prior to the Contract Date Anniversary when the Owner is age [64] and a rate of [5.00]% will apply if withdrawals begin after the Contract Date Anniversary when the Owner is age [64].]

[For issue ages 64 to 80, the following text will apply]

[Your Annual Rollup Rate is [5.00]%. This rate will apply in the Contract Year in which the first withdrawal is taken and for all subsequent Contract Years.]

3. **Deferral Rollup Rate:**

Your Deferral Rollup Rate is [5.00%]. This rate will apply through the Contract Year preceding the Contract Year in which you begin taking withdrawals from the Contract.

4. **1.02(A)(7) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Rollup Benefit Base again until the [first] or later Contract Date Anniversary following the reset. A Reset is not permitted after the Contract Date Anniversary following your [85th] birthday.

If you reset your Rollup Benefit Base under the GMDB Rider, you must also reset your Rollup Benefit Base under your GMIB Rider.

5. **1.04 The Cost of The Rider**

[IF GMIB I is elected]

[The current charge for the benefit is [1.15%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge for the benefit is [2.30%] of the Rider’s Benefit Base.]

We may increase or decrease the charge for the benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The “Rider Charge Change Notification Date” is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for the Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day “Rider Drop Period.”

The “Rider Charge Change Effective Date” is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change

Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated the Rider, we will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section 1.05 of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. If the Rider charge changes and your Rider terminates within the [30] Day Rider Drop Period, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charge will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. You have elected this Rider with the GMIB Rider. Please read the Rider for the complete provisions shown below.

1. Your Highest Anniversary Value Death Benefit Rider is effective as of the Contract Date.
2. **III. Effect of Withdrawals on your Highest Anniversary Value Benefit Base**

The HAV Benefit Base will be reduced by withdrawals. During each Contract Year, [prior to completion of [one] [Contract Year[s], your HAV GMDB will be reduced on a pro-rata basis.]

[After completion of your [first] [Contract Year]], your HAV Benefit Base will be reduced on a dollar-for-dollar basis as long as the sum of your withdrawals in that Contract Year does not exceed your Guaranteed Minimum Income Benefit (“GMIB”) Annual Withdrawal Amount (“AWA”), as described in your GMIB Rider. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your GMIB AWA the portion of that withdrawal that exceeds your GMIB AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.

Notwithstanding the above two paragraphs, if you terminate your GMIB Rider prior to the Contract Date Anniversary following your [85th] birthday (Last GMIB Exercise Date), your HAV Benefit Base will be reduced by all withdrawals including RMD withdrawals on a pro-rata basis, beginning on the Transaction Date of the GMIB Rider termination.

Provided that your GMIB Rider has not converted to a GWBL Rider, upon termination of your GMIB Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV Benefit Base

will be reduced by withdrawals on a dollar for dollar basis. However, the portion of any withdrawal that exceeds an amount equal to the Annual Rollup Rate applicable on the Transaction Date multiplied by the HAV Benefit Base at the beginning of a Contract Year, and any subsequent withdrawals in that Contract Year, will cause a pro-rata reduction of the HAV Benefit Base.

[The following sentence describing required minimum distribution treatment is alternate text and will appear if applicable.] [Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce the HAV Benefit Base on a dollar for dollar basis.]

If your GMIB Rider converts to a GWBL Rider, your GMDB as of the GWBL Conversion Effective Date continues to be applicable, however, any withdrawal (including RMD withdrawals) on or after the GWBL Conversion Effective Date reduces your GMDB on a pro-rata basis.

3. **IV. The Cost of The Rider**

The charge for the benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section V. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your Highest Anniversary Value Death Benefit Rider is effective as of the Contract Date.

2. **IV. The Cost of The Rider**

The charge for the benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section V. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account

Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Earnings Enhancement Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your Earnings Enhancement Rider is effective as of the Contract Date.

2. **I. The Rider's Benefit**

The [Earnings Enhancement Benefit] Death Benefit Increment is equal to:

[40% (for Owner's issue ages up to age 70) or
25% (for Owner's issue ages 71 through 75)]

of your Death Benefit as described in the Death Benefit section less your [Earnings Enhancement Benefit] Contributions.

3. **III. The Cost of The Rider**

The charge for the benefit is [0.35%] of the Annuity Account Value. This charge is based on the Annuity Account Value on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section IV. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Qualified Plan Contracts]

[Employer:] [ABC Company]

[Plan:] [ABC Company Plan]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsement(s) Attached:

Endorsement Applicable to Credits

[Market Segment Endorsement(s)]

[Endorsement Applicable to Non-Qualified Contracts

Endorsement Applicable to Defined Contribution Qualified Plan Contracts

Endorsement Applicable to Defined Benefit Qualified Plan Contracts

Endorsement Applicable to Traditional IRA Contracts

Endorsement Applicable to Roth IRA Contracts]

[Investment Options Endorsement(s)]

[Endorsement Applicable to Special Money Market Dollar Cost Averaging

Endorsement Applicable to Allocation Options

Endorsement Applicable to the Asset Transfer Program (ATP)]

[Optional Rider(s) Attached:

Guaranteed Minimum Income Benefit Rider with Guaranteed Withdrawal Benefit for Life Conversion Benefit

“Greater of” Guaranteed Minimum Death Benefit Rider

Highest Anniversary Value Guaranteed Minimum Death Benefit Rider

Earnings Enhancement Benefit Rider]

Issue Date: [January 1, 2013]
Contract Date: [January 1, 2013]
[Maturity Date: [January 1, 2048]

The Maturity Date may not be prior to [five years] from the Contract Date nor later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02 [and the next paragraph]. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth.

[Applicable to IRA Contract Owners only]

[If you die and your spouse elects to continue this Contract ("Spousal Continuation"), your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date.]

[Applicable to NQ Contract Owners only]

[If you die and your spouse elects to continue this Contract ("Spousal Continuation"), if you were also the sole Annuitant under the Contract, your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date. However, if your age did not originally determine the Maturity Date under the Contract, your spouse may elect to become the Annuitant, superseding any named Annuitant and your spouse's date of birth will determine the Maturity Date.]

[For NQ Contracts with Joint Annuitants] [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.]

PART B -- This part describes certain provisions of your Contract.

Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2013;
Annual Guaranteed Interest Rate	1.0% through December 31, 2013]
Lifetime Minimum Guaranteed Interest Rate	[1.0%]

Initial Contribution Received: **[\$100,000.00]**

Credit Amount – of Initial Contribution: **[\$ 3,000.00/ N/A*]**
(see *Endorsement Applicable to Credits*)

*[Credits are not applied to Contributions that result from a Roth IRA conversion from [any AXA Equitable] Extra Credit Traditional IRA Contract]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Set forth below are the initial Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

Account for Special Money Market Dollar Cost Averaging [\$0.00]

<u>Variable Investment Options</u>	<u>Amount Allocated</u>
[AXA Growth Strategy	
AXA Moderate Growth Strategy	
AXA Balanced Strategy	[\$51,500]
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
EQ/AllianceBernstein Dynamic Wealth Strategies	
EQ/Money Market]	[\$51,500]

[An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.]

Guaranteed Interest Option (“GIO”) [\$0.00]

[No more than [25%] of the total Annuity Account Value may be allocated to the GIO]

[You may not contribute to or transfer amounts into the AXA Ultra Conservative Strategy Investment Option. This is the Asset Transfer Program Investment Option described in the Endorsement Applicable to the Asset Transfer Program.]

Total Amount Allocated to Investment Options): **[\$103,000.00]**

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [70].

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Contribution Limits and Requirements: Initial Contribution minimum: [\$25,000]

Subsequent Contribution minimum: [\$500] [*For Contracts issued in the NQ and IRA market segments only, the following text will appear*] [Subsequent Contributions are limited to the first Contract Year.]

[*For Contracts issued in the [QP-DB]/[QP-DC] market segment only, the following text will appear in lieu of the previous paragraph*] [We reserve the right to limit aggregate Contributions made each Contract Year after the first Contract Year to 100% of the first Contract Year Contributions. We may refuse to accept any Contribution if the sum of all Contributions under your Contract would then total more than 80% of the present value of the Annuitant’s accrued benefit. The only Contributions we will accept are: (i) transfers from another [QP-DB]/ [QP-DC] Plan and (ii) amounts attributable to a change of investment vehicles in the Plan.]

We may discontinue acceptance of Contributions under the Contract upon [45 days] advance written notice to you. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline.

[Cumulative Contribution Limit]

[We may refuse to accept any Contribution if the sum of all Contributions under all [“Accumulator” and “Retirement Cornerstone”] Series Contracts with the same Annuitant or Owner would then total more than [\$1,500,000]. We may refuse to accept any Contribution if the sum of all Contributions under all [“Accumulator”] Series Contracts with the same Annuitant or Owner would then total more than [\$1,000,000].]

[AXA Equitable Annuity Accumulation Contract Contribution limit]

We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [\$2,500,000].

We may refuse to accept any Contribution if the source of such Contribution is an existing AXA Equitable Contract.

Transfer Rules (see Section 4.02 of the Contract): Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the Contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an Owner on any Transaction Date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple Contract Owners unless pursuant to a trading authorization agreement that we have accepted,
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous Business Day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following text will apply when either GMIB I or GMIB II is elected with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to the Asset Transfer Program (ATP) issued with this Contract will apply.]

[The following text will apply when GMIB II or no GMIB Rider is issued with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to Investment Options issued with this Contract must be complied with.]

Withdrawals (see Section 5.01 of the Contract): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300]. ***[Applicable to QP-DB and QP-DC market segments only:]*** [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Withdrawals will be withdrawn on a pro rata basis from your Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any additional amount required or the total amount of the withdrawal, as applicable, will be withdrawn from the Special Money Market Dollar Cost Averaging program.

[The following language is applicable to Traditional IRA Contracts]

[Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to Traditional IRA Contracts].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value and this Contract will terminate.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will terminate.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

Annuity Benefit Forms - (Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

[Life Annuity 10 Year Period Certain] [*For annuity commencement date ages 80 and greater the “Period Certain” is as follows:*]

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person’s lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% if available, of the Annuity Account Value. The “Conditions Relating to Credits” in the “Endorsement Applicable to Credits” sets forth additional terms and conditions relating to your Annuity Benefit options under the Contract.

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract): [\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01 of the Contract): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit, if available. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
1	8.00%
2	8.00%
3	7.00%
4	6.00%
5	5.00%
6	4.00%
7	3.00%
8	2.00%
9	1.00%
10 and later	0.00%

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with “Contract Year 1” with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is “Contract Year 1.”

Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

Free Withdrawal Amount (see Section 8.01 of the Contract): [10%] of the Annuity Account Value at the beginning of the Contract Year, minus any amount previously withdrawn during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.02 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

This charge will be deducted from the Annuity Account Value in the Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Special Money Market Dollar Cost Averaging program.

[The following text will appear in the Data Pages if the Alternate Payment Method applies]

[Check Preparation Charge (see Section 9.07 of the Contract): Alternate Payment Method We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed \$[85]. [Currently there is no charge for this service.]]

PART D – This part describes waivers of certain charges in your Contract.

Withdrawal Charge Waivers - *In accordance with Section 8.01 of the Contract, we reserve the right to reduce or waive the Withdrawal Charge.*

For Waivers 3, 4 and 5 specified below, there is a twelve month ineligibility period (the period during which you are ineligible to receive the waiver benefit), beginning on the Contract Date of this Contract and ending on the first Contract Date Anniversary. Once the ineligibility period has expired, the Owner (herein referred to as “the claimant”) may submit a claim for any such waiver. The claim must be submitted on our Withdrawal Charge waiver form within 10 Business Days of submitting the withdrawal request before any waiver benefit is provided. If the Withdrawal Charge waiver form is not submitted within 10 Business Days of the withdrawal request, it is considered that the claimant complied with the claim requirements if the claimant submits written proof covering the occurrence, the character of and the extent of the occurrence for which the claim is made. If the claim is denied by AXA Equitable, the withdrawal will not be processed until the claimant is notified of the denial and is provided with the opportunity to accept or reject the withdrawal proceeds, including any applicable withdrawal charge. The withdrawal shall not prejudice the waiver of any Withdrawal Charge while the Withdrawal Charge waiver benefit is applicable.

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

However, for A Contract issued with the Guaranteed Minimum Income Benefit (“GMIB”) Rider, that converts to GWBL, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means: (a) under Joint Life Contracts, the second to die of the Owner or the Successor Owner, and (b) under Contracts with a Non-Natural Owner, the Annuitant for a Single Life Contract or the second to die of the Annuitant or Joint Annuitant for Joint Life Contracts. [For Contracts with GMIB that convert to GWBL under a Single Life Contract with Joint Owners or Single Life Non-Natural Owner Contracts with Joint Annuitants, for purposes of the Withdrawal Charge waivers below, in the event of death, items 1 and 6, reference to "Owner" means the older Owner or older Annuitant respectively.]

No Withdrawal Charge will apply in these events:

1. the Owner dies and the Death Benefit is payable;
2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or
3. the Owner is unable to perform three “activities of daily living” as defined in Items (i) through (vi) and provide documentation satisfactory to us that the Owner is unable to perform three “activities of daily living” as defined in Items (i) through (vi). Such proof must include, but is not limited to, written certification from a U.S. licensed physician. “Physician” means a person, defined in Section 1861(r)(1) of the Social Security Act, who is licensed to practice the healing arts and is performing only those services within the scope of his or her license;
 - (i) “Bathing” means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
 - (ii) “Continence” means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
 - (iii) “Dressing” means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
 - (iv) “Eating” means feeding oneself by food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
 - (v) “Toileting” means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
 - (vi) “Transferring” means moving into or out of a bed, chair or wheelchair.
4. we receive proof satisfactory to us that the Owner’s life expectancy is six months or less (such proof must include, but is not limited to, certification by a U.S. licensed physician); or
5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a U.S. licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
 - its main function is to provide skilled, intermediate or custodial nursing care;
 - it provides continuous room and board to three or more persons;
 - it is supervised by a registered nurse or practical nurse;
 - it keeps daily medical records of each patient;
 - it controls and records all medications dispensed; and
 - its primary service is other than to provide housing for residents.
6. for IRA and NQ Contracts, the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner’s death.

[Item 7 below will apply only to Contract Owners in the market segments under which the Beneficiary Continuation Option is available (NQ, Traditional IRA, and Roth IRA)]

7. [a Death Benefit is payable and the Beneficiary Continuation Option is elected.]

[Item 8 below applies to Traditional IRA Contracts]

8. [a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service or withdrawals made under our Substantially Equal Withdrawal Program. However, in each Contract Year, the amount of the Required Minimum Distribution [or Substantially Equal Withdrawal] is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.]

[Item 9 applies to Traditional IRA Contracts]

9. [amounts under this Contract that are directly transferred to an [Accumulator] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.]

[Items 10 and 11 apply to Contracts with a GMIB Rider]

10. [withdrawals from Contracts with a GMIB with GWBL Conversion Benefit Rider, which do not exceed (i) the AWA (described in Part I of the Rider) and (ii) the GAWA (described in Part II of the Rider) in a Contract Year.
11. amounts are applied to provide GMIB payments under your Contract when GMIB is exercised on the Last GMIB Exercise Date. The waiting period to exercise GMIB for any optional reset you may have elected for your GMIB Benefit Base is also waived upon GMIB exercise on the Last GMIB Exercise Date.]

Part E – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Minimum Income Benefit (GMIB) Rider with Guaranteed Withdrawal Benefit for Life Conversion Benefit**. Please read the Rider for the complete provisions shown below.

1. Your GMIB Rider is effective as of the Contract Date.

2. **Annual Rollup Rate:**

[For issue ages 0 to 63, the following text will apply]

[Your initial Annual Rollup Rate is [4.00]%. This rate will apply in the Contract Year in which the first withdrawal is taken and for all subsequent Contract Years if withdrawals begin on or prior to the Contract Date Anniversary when the Owner is age [64] and a rate of [5.00]% will apply if withdrawals begin after the Contract Date Anniversary when the Owner is age [64].]

[For issue ages 64 to 80, the following text will apply]

[Your Annual Rollup Rate is [5.00]%. This rate will apply in the Contract Year in which the first withdrawal is taken and for all subsequent Contract Years.]

3. **Deferral Rollup Rate:**

Your Deferral Rollup Rate is [5.00%]. This rate will apply through the Contract Year preceding the Contract Year in which you begin taking withdrawals from the Contract.

4. **The Rider's Guaranteed Benefit**

Withdrawals under the Contract will cause an adjustment to your GMIB Benefit Base as described in Section 1.02C of your Rider. The adjustment may be greater than the amount withdrawn. [The GMIB Benefit Base will be reduced by any applicable withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB Benefit Base. When GMIB is exercised on the last GMIB Exercise Date, or within [30] days following the last GMIB Exercise Date, withdrawal charges are not applicable.]

Your last GMIB Exercise Date is the Contract Date Anniversary following your [85th] birthday. You have several options on how you may proceed with the Rider on that date as described in Section 1.05. You will have [30 days] from the Last GMIB Exercise Date to make such an election. Unless you elect otherwise, on this date, the Rider will automatically convert to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider.

5. **1.02(A)(1)(B) GMIB Annual Withdrawal Amount ("AWA")**

The GMIB AWA for each Contract Year is equal to (i) the GMIB Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate. There is no GMIB Annual Withdrawal Amount before the [first] Contract Date Anniversary.

6. **1.02(A)(1)(I) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your GMIB Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your GMIB Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Reset is not permitted after the Contract Date Anniversary following your [85th] birthday. A reset is not applicable to your Annuity Account Value.

When you reset your GMIB Benefit Base, you may not exercise GMIB as described in Section 1.03 of the GMIB Rider, until the [10th] Contract Date Anniversary following the reset, or such later date as provided in Section 1.03 of the GMIB Rider. [If you reset your GMIB Benefit Base on or after age [76], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of your GMIB Rider upon your Contract Date Anniversary following your [85th] birthday.]

7. **2.01(F) Guaranteed Annual Withdrawal Amount ("GAWA")**

Your initial Guaranteed Annual Withdrawal Amount ("GAWA") is equal to the greater of (i) the Annuity Account Value Applicable Percentage shown in the table below applied to your Annuity Account Value and (ii) the GMIB Benefit Base Applicable Percentages shown in the table below applied to your GMIB Benefit Base. Both these values are determined as of the GWBL Conversion Effective Date.

Single Life Benefit Contract Applicable Percentages: For purposes of determining your initial GAWA, the percentages shown in the Single Life line in the table are used.

If your initial Applicable Percentage is one of the percentages shown in column B of the table, it will increase to the percentage shown in Column A on any Contract Date Anniversary on which your Benefit Base is increased by an Annual Ratchet.

Joint Life Benefit Contract Applicable Percentages: The Applicable Percentage is based on your age or the age of the Successor Owner [**NQ only:** or Joint Owner, as applicable], whoever is younger. For a Joint Life Benefit Contract with a Non-Natural Owner, the Applicable Percentage is based on the younger Annuitant's age. The Applicable Percentages are shown in the Joint Life line for the appropriate age in the table below.

If you change your benefit to a Joint Life Benefit Contract on or after your GWBL Conversion Effective Date, the Applicable Percentage is re-determined as an initial Applicable Percentage as described above.

For Joint Life Benefit Contracts, if the GWBL Benefit Base is increased by an Annual Ratchet after the GWBL Conversion Effective Date, then as of the Contract Date Anniversary for that Annual Ratchet, the Applicable Percentage will be the percentage shown in Column A for the current age of the younger spouse:

	A Applicable Percentage if Annuity Account Value produces a higher GAWA	B Applicable Percentage if GMIB Benefit Base produces a higher GAWA	
		<i>B-i*</i>	<i>B-ii*</i>
Single Life (All ages)	[6.0%]	[5.0%]	[4.0%]
Joint Life if younger spouse is:			
Age [85+	[5.5%	[4.0%	[3.0%]
Ages 80-84	5.0%	3.5%	[2.5%]
Ages 75-79	4.5%	3.0%	[2.0%]
Ages 70-74]	4.0%]	2.5%]	[1.5%]

**Column B-i applies if withdrawals began after the Contract Date Anniversary when the Owner was age [64]. Column B-ii applies if withdrawals began on or prior to the Contract Date Anniversary when the Owner was age [64].*

Your GAWA may be taken through an Automatic Payment Plan we offer. If you take less than the GAWA in any Contract Year, you may not add the remainder to your GAWA in any subsequent Contract Year.

8. 2.01(H) Excess Withdrawal

An Excess Withdrawal occurs when you withdraw more than your GAWA in any Contract Year. Once a withdrawal causes cumulative withdrawals in a Contract Year to exceed your GAWA, the portion of the amount of that withdrawal that exceeds your GAWA and all subsequent withdrawals in that Contract Year are considered Excess Withdrawals.

If you make an Excess Withdrawal, we recalculate your Benefit Base and the GAWA, as follows: 1) The Benefit Base is reduced on a pro-rata basis by an Excess Withdrawal on the date of the withdrawal. 2) The GAWA for the next Contract Year is recalculated to equal the Applicable Percentage multiplied by the reset Benefit Base.

An Excess Withdrawal that reduces your Annuity Account Value to zero terminates the Contract, including all benefits, without value.

9. **3.02 The Cost of the Rider**

[If GMIB I is elected]

The current charge for the benefit is [1.15%] of the GMIB Benefit Base and [1.15%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge of the GMIB Benefit Base and the GWBL Benefit Base after the GWBL Conversion Effective Date is [2.30%] of the Rider's Benefit Base.

We may increase or decrease the charge for the benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The "Rider Charge Change Notification Date" is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for the Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day "Rider Drop Period."

The "Rider Charge Change Effective Date" is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated the Rider, we will determine and, deduct the above charge(s) annually from your Annuity Account Value on each Contract Date Anniversary for which the benefit is in effect. We will deduct the above charges for the portion of any Contract Year in which the benefit is terminated pursuant to Section 3.03 of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. . If the Rider charge changes and the Rider terminates within the [30] Day Rider Drop Period, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining

portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

[Terms and Conditions Applicable to your “**Greater of**” **Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your “Greater of” Death Benefit Rider is effective as of the Contract Date.

2. **Annual Rollup Rate:**

[For issue ages 0 to 63, the following text will apply]

[Your initial Annual Rollup Rate is [4.00]%. This rate will apply in the Contract Year in which the first withdrawal is taken and for all subsequent Contract Years if withdrawals begin on or prior to the Contract Date Anniversary when the Owner is age [64] and a rate of [5.00]% will apply if withdrawals begin after the Contract Date Anniversary when the Owner is age [64].]

[For issue ages 64 to 80, the following text will apply]

[Your Annual Rollup Rate is [5.00]%. This rate will apply in the Contract Year in which the first withdrawal is taken and for all subsequent Contract Years.]

3. **Deferral Rollup Rate:**

Your Deferral Rollup Rate is [5.00]%. This rate will apply through the Contract Year preceding the Contract Year in which you begin taking withdrawals from the Contract.

4. **1.02(A)(7) Optional Reset of Rollup Benefit Base**

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Rollup Benefit Base again until the [first] or later Contract Date Anniversary following the reset. A Reset is not permitted after the Contract Date Anniversary following your [85th] birthday.

If you reset your Rollup Benefit Base under the GMDB Rider, you must also reset your Rollup Benefit Base under your GMIB Rider.

5. **1.04 The Cost of The Rider**

[IF GMIB I is elected]

[The current charge for the benefit is [1.15%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge for the benefit is [2.30%] of the Rider’s Benefit Base.]

We may increase or decrease the charge for the benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The “Rider Charge Change Notification Date” is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for the Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30]

days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day “Rider Drop Period.”

The “Rider Charge Change Effective Date” is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated the Rider, we will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section 1.05 of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. If the Rider charge changes and your Rider terminates within the [30] Day Rider Drop Period, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charge will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. You have elected this Rider with the GMIB Rider. Please read the Rider for the complete provisions shown below.

1. Your Highest Anniversary Value Death Benefit Rider is effective as of the Contract Date.
2. **III. Effect of Withdrawals on your Highest Anniversary Value Benefit Base**

The HAV Benefit Base will be reduced by withdrawals. During each Contract Year, [prior to completion of [one] [Contract Year[s], your HAV GMDB will be reduced on a pro-rata basis.]

[After completion of your [first] [Contract Year]], your HAV Benefit Base will be reduced on a dollar-for-dollar basis as long as the sum of your withdrawals in that Contract Year does not exceed your Guaranteed Minimum Income Benefit (“GMIB”) Annual Withdrawal Amount (“AWA”), as described in your GMIB Rider. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your GMIB AWA the portion of that withdrawal that exceeds your GMIB AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.

Notwithstanding the above two paragraphs, if you terminate your GMIB Rider prior to the Contract Date Anniversary following your [85th] birthday (Last GMIB Exercise Date), your HAV

Benefit Base will be reduced by all withdrawals including RMD withdrawals on a pro-rata basis, beginning on the Transaction Date of the GMIB Rider termination.

Provided that your GMIB Rider has not converted to a GWBL Rider, upon termination of your GMIB Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV Benefit Base will be reduced by withdrawals on a dollar for dollar basis. However, the portion of any withdrawal that exceeds an amount equal to the Annual Rollup Rate applicable on the Transaction Date multiplied by the HAV Benefit Base at the beginning of a Contract Year, and any subsequent withdrawals in that Contract Year, will cause a pro-rata reduction of the HAV Benefit Base.

[The following sentence describing required minimum distribution treatment is alternate text and will appear if applicable.] [Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce the HAV Benefit Base on a dollar for dollar basis.]

If your GMIB Rider converts to a GWBL Rider, your GMDB as of the GWBL Conversion Effective Date continues to be applicable, however, any withdrawal (including RMD withdrawals) on or after the GWBL Conversion Effective Date reduces your GMDB on a pro-rata basis.

3. **IV. The Cost of The Rider**

The charge for the benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section V. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your Highest Anniversary Value Death Benefit Rider is effective as of the Contract Date.

2. **IV. The Cost of The Rider**

The charge for the benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for

the portion of any Contract Year in which the Rider is terminated pursuant to Section V. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

[Terms and Conditions Applicable to your **Earnings Enhancement Benefit Rider**. Please read the Rider for the complete provisions shown below.

1. Your Earnings Enhancement Rider is effective as of the Contract Date.

2. **I. The Rider's Benefit**

The [Earnings Enhancement Benefit] Death Benefit Increment is equal to:

[40% (for Owner's issue ages up to age 70) or
25% (for Owner's issue ages 71 through 75)]

of your Death Benefit as described in the Death Benefit section less your [Earnings Enhancement Benefit] Contributions.

3. **III. The Cost of The Rider**

The charge for the benefit is [0.35%] of the Annuity Account Value. This charge is based on the Annuity Account Value on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section IV. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.]

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.

<u>Ages</u>	<u>Monthly Income</u>	
	<u>Male</u>	<u>Female</u>
60	2.45	2.32
61	2.50	2.36
62	2.55	2.41
63	2.59	2.45
64	2.64	2.50
65	2.70	2.54
66	2.75	2.59
67	2.81	2.64
68	2.87	2.70
69	2.93	2.76
70	2.99	2.82
71	3.06	2.88
72	3.13	2.94
73	3.20	3.01
74	3.28	3.08
75	3.36	3.16
76	3.44	3.23
77	3.52	3.32
78	3.61	3.40
79	3.70	3.49
80	3.80	3.58
81	3.92	3.69
82	4.05	3.81
83	4.18	3.94
84	4.32	4.07
85	4.47	4.21
86	4.63	4.35
87	4.79	4.50
88	4.96	4.67
89	5.14	4.83
90	5.32	5.01
91	5.52	5.19
92	5.72	5.38
93	5.94	5.59
94	6.18	5.81
95	6.44	6.05

* At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 40% for males and 39% for females of the Annuity 2000 Mortality Table projected at 1.20% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 7.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table "a" projected with modified Scale "G" and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.

TABLE OF GUARANTEED ANNUITY PAYMENTS

**Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.**

Monthly Income	
<u>Ages</u>	<u>Unisex</u>
60	2.35
61	2.39
62	2.43
63	2.48
64	2.52
65	2.57
66	2.62
67	2.68
68	2.73
69	2.79
70	2.85
71	2.91
72	2.98
73	3.05
74	3.12
75	3.19
76	3.27
77	3.35
78	3.44
79	3.53
80	3.62
81	3.74
82	3.85
83	3.98
84	4.11
85	4.25
86	4.40
87	4.56
88	4.72
89	4.89
90	5.06
91	5.25
92	5.44
93	5.65
94	5.88
95	6.12

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.00% interest and mortality equal to 40% for males and 39% for females of the Annuity 2000 Mortality Table projected at 1.20% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of \$1,000.

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.09	2.10	2.12	2.13	2.14	2.16	2.17	2.18	2.19	2.20	2.21
61		2.12	2.14	2.15	2.16	2.18	2.19	2.20	2.22	2.23	2.24
62			2.15	2.17	2.18	2.20	2.21	2.23	2.24	2.25	2.26
63				2.19	2.20	2.22	2.24	2.25	2.26	2.28	2.29
64					2.22	2.24	2.26	2.27	2.29	2.30	2.32
65						2.26	2.28	2.30	2.31	2.33	2.34
66							2.30	2.32	2.34	2.35	2.37
67								2.34	2.36	2.38	2.40
68									2.38	2.40	2.42
69										2.43	2.45
70											2.47

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.00% interest and mortality equal to 40% for males and 39% for females of the Annuity 2000 Mortality Table projected at 1.20% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.

TABLE OF GUARANTEED ANNUITY PAYMENTS

**Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.**

<u>Ages</u>	<u>Monthly Income</u>	
	<u>Male</u>	<u>Female</u>
60	2.42	2.30
61	2.47	2.34
62	2.51	2.38
63	2.56	2.42
64	2.61	2.46
65	2.66	2.51
66	2.71	2.56
67	2.77	2.61
68	2.82	2.66
69	2.88	2.72
70	2.95	2.77
71	3.01	2.84
72	3.08	2.90
73	3.15	2.96
74	3.22	3.03
75	3.30	3.11
76	3.38	3.18
77	3.46	3.26
78	3.55	3.34
79	3.64	3.43
80	3.73	3.52
81	3.85	3.63
82	3.97	3.74
83	4.10	3.86
84	4.24	3.99
85	4.38	4.12
86	4.53	4.26
87	4.69	4.41
88	4.86	4.57
89	5.03	4.73
90	5.21	4.90
91	5.40	5.07
92	5.60	5.26
93	5.82	5.47
94	6.05	5.68
95	6.30	5.92

* At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 36% for males and 36% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 7.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table "a" projected with modified Scale "G" and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.

TABLE OF GUARANTEED ANNUITY PAYMENTS

**Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.**

Monthly Income	
<u>Ages</u>	<u>Unisex</u>
60	2.32
61	2.36
62	2.40
63	2.45
64	2.49
65	2.54
66	2.59
67	2.64
68	2.69
69	2.75
70	2.81
71	2.87
72	2.93
73	3.00
74	3.07
75	3.14
76	3.22
77	3.30
78	3.38
79	3.47
80	3.56
81	3.67
82	3.78
83	3.90
84	4.03
85	4.17
86	4.31
87	4.46
88	4.62
89	4.78
90	4.95
91	5.13
92	5.32
93	5.53
94	5.75
95	5.99

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.00% interest and mortality equal to 36% for males and 36% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of \$1,000.

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.07	2.09	2.10	2.11	2.13	2.14	2.15	2.16	2.17	2.18	2.19
61		2.10	2.12	2.13	2.15	2.16	2.17	2.18	2.20	2.21	2.22
62			2.14	2.15	2.17	2.18	2.19	2.21	2.22	2.23	2.24
63				2.17	2.19	2.20	2.22	2.23	2.24	2.26	2.27
64					2.21	2.22	2.24	2.25	2.27	2.28	2.29
65						2.24	2.26	2.28	2.29	2.31	2.32
66							2.28	2.30	2.31	2.33	2.35
67								2.32	2.34	2.36	2.37
68									2.36	2.38	2.40
69										2.40	2.42
70											2.45

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.00% interest and mortality equal to 36% for males and 36% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.

<u>Age</u>	<u>Monthly Income</u>	
	<u>Male</u>	<u>Female</u>
60	2.39	2.27
61	2.43	2.31
62	2.47	2.35
63	2.52	2.39
64	2.57	2.44
65	2.62	2.48
66	2.67	2.53
67	2.72	2.58
68	2.78	2.63
69	2.84	2.69
70	2.90	2.74
71	2.96	2.80
72	3.02	2.86
73	3.09	2.93
74	3.16	3.00
75	3.24	3.07
76	3.32	3.14
77	3.40	3.22
78	3.48	3.30
79	3.57	3.39
80	3.66	3.48
81	3.77	3.58
82	3.89	3.69
83	4.01	3.81
84	4.15	3.93
85	4.29	4.06
86	4.43	4.20
87	4.58	4.35
88	4.75	4.50
89	4.91	4.66
90	5.09	4.83
91	5.27	5.00
92	5.47	5.19
93	5.68	5.39
94	5.91	5.61
95	6.16	5.84

* At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 32% for males and 29% for females of the Annuity 2000 Mortality Table projected at 1.10% for males and 1.15% for females for a number of years equal to attained age minus 20, but not less than 30.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 7.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table "a" projected with modified Scale "G" and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.

TABLE OF GUARANTEED ANNUITY PAYMENTS

**Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.**

Monthly Income	
<u>Ages</u>	<u>Unisex</u>
60	2.30
61	2.33
62	2.38
63	2.42
64	2.46
65	2.51
66	2.56
67	2.61
68	2.66
69	2.71
70	2.77
71	2.83
72	2.89
73	2.96
74	3.03
75	3.10
76	3.17
77	3.25
78	3.34
79	3.42
80	3.51
81	3.62
82	3.73
83	3.85
84	3.97
85	4.10
86	4.24
87	4.39
88	4.54
89	4.71
90	4.87
91	5.05
92	5.24
93	5.44
94	5.66
95	5.90

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 32% for males and 29% for females of the Annuity 2000 Mortality Table projected at 1.10% for males and 1.15% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of \$1,000.

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.06	2.07	2.09	2.10	2.11	2.12	2.13	2.14	2.15	2.16	2.17
61		2.09	2.10	2.12	2.13	2.14	2.16	2.17	2.18	2.19	2.20
62			2.14	2.15	2.17	2.18	2.19	2.21	2.22	2.23	2.23
63				2.16	2.17	2.19	2.20	2.21	2.23	2.24	2.25
64					2.19	2.21	2.22	2.24	2.25	2.26	2.28
65						2.23	2.24	2.26	2.27	2.29	2.30
66							2.26	2.28	2.30	2.31	2.33
67								2.30	2.32	2.34	2.36
68									2.34	2.36	2.38
69										2.39	2.41
70											2.43

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.00% interest and mortality equal to 32% for males and 29% for females of the Annuity 2000 Mortality Table projected at 1.10% for males and 1.15% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.

AXA EQUITABLE LIFE INSURANCE COMPANY

**GUARANTEED MINIMUM INCOME BENEFIT RIDER [I – Asset Allocation]
with Guaranteed Withdrawal Benefit for Life Conversion Benefit**

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider. Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Income Benefit (GMIB) with this flexible premium fixed and variable deferred Annuity Contract as described below.

The Effective Date of this Rider is your Contract Date.

This Rider's Guaranteed Benefit

The purpose of the GMIB provided under this Rider is to provide security through a stream of lifetime periodic payments to you. 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 Provision of this Rider (Section 3.03). This Rider converts to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider under certain conditions as described in Section 1.05. Terms and Conditions of GMIB and GWBL are described in Parts I and II of this Rider, respectively.

*The guaranteed lifetime income benefit amount is derived from a benefit base as described in Section 1.02C of this Rider. **The GMIB Benefit Base is used solely to calculate the GMIB described in this Rider, and its charge, and does not provide a Cash Value or any minimum account value or any death benefit and cannot be withdrawn.***

Withdrawals under the Contract will cause an adjustment to your GMIB Benefit Base as described in Section 1.02C of this Rider. The adjustment may be greater than the amount withdrawn. [The GMIB Benefit Base will be reduced by any applicable withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB Benefit Base. When GMIB is exercised on the last GMIB Exercise Date, or within [30] days following the last GMIB Exercise Date, withdrawal charges are not applicable.]

***Your last GMIB Exercise Date is the Contract Date Anniversary following your [85th] birthday.** You have several options on how you may proceed with this Rider on that date as described in Section 1.05. You will have [30 days] from the Last GMIB Exercise Date to make such an election. Unless you elect otherwise, on this date, this Rider will automatically convert to a Guaranteed Withdrawal Benefit for Life (GWBL) Rider.*

If the Cost of this Rider increases as described in Section 3.02 of this Rider, (i) you may elect to exercise GMIB, prior to the expiration of any waiting period as described in Section 1.03A, or (ii) if such Rider Charge increase occurs after the GWBL Conversion Effective Date described in Part II of this Rider, you may exercise GWBL as described in Section 3.01.

[The terms and conditions of a spouse's right to continue this Contract upon the death of the Owner of this Contract ("Spousal Continuation") are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

RIDER PART I –GMIB Rider

1.01 Guaranteed Minimum Income Benefit

Subject to the terms and conditions of this Rider, you will receive the Guaranteed Minimum Income Benefit (GMIB) as described below. The GMIB is derived from a benefit base as described in Section 1.02(A) of this Rider. The GMIB Benefit Base is used to calculate the GMIB described in this GMIB Rider.

On the Transaction Date on which you exercise GMIB, the annual lifetime income that will be provided under the Life Annuity payout will be the greater of (i) the GMIB, and (ii) the amount of income that would be provided by application of the Annuity Account Value as of the Transaction Date to our annuity rates described in the Amount of Annuity Benefits Section of your Contract for the Life Annuity payout. The GMIB Benefit Base, as defined below, is applied to the guaranteed annuity purchase factors shown in Attachment A of this Rider to determine the GMIB.

Other annuity payout options may be available at the time of exercise.

Special Rules Applicable under Joint Owner and Non-Natural Owner Contracts

For Contracts with Non-Natural Owners, lifetime income is guaranteed for the life of the Annuitant. A GMIB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will accumulate to the Contract Date Anniversary following the Annuitant's [85th] birthday. Reference to Owner in this Rider would apply to the Annuitant for purposes of determining GMIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will be limited to the Contract Date Anniversary following the Annuitant's [85th] birthday. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMIB will accumulate to the Contract Date Anniversary following the older Joint Annuitant's [85th] birthday. Reference to Owner in this Rider would apply to the older Joint Annuitant for purposes of determining GMIB Payments. Also, any reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

For Contracts with Joint Owners, lifetime income is guaranteed for the life of the older Joint Owner. A GMIB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Reference to Owner in this Rider would apply to the older Joint Owner for purposes of determining GMIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

1.02 Operation of the Guaranteed Minimum Income Benefit

1.02(A) GMIB Benefit Base

Rider as described in Section 3.02. Your GMIB Benefit Base is increased by Contributions as described in Part III of your Contract ("Contributions and Allocations").

Your initial GMIB Benefit Base is equal to your initial Contribution. Thereafter, the GMIB Benefit Base will increase by the dollar amount of any subsequent Contribution and is adjusted for withdrawals as described below. The way we calculate your GMIB Benefit Base is more fully described below.

[The following text applies to Series CP only]

[Credits are not applied to your GMIB Benefit Base. However, Credits are included in your Annuity Account Value. Your Annuity Account Value can increase your GMIB Benefit Base as a result of GMIB Benefit Base resets. Therefore, Credits can indirectly increase your GMIB Benefit Base.]

1.02 (A)(1) GMIB Benefit Base

1.02(A)(1)(A) Annual Rollup Rate

The Annual Rollup Rate means the effective annual rate specified in the Data Pages. The rollup ends on the Contract Date Anniversary following your [85th] birthday. The Annual Rollup Rate is used to calculate (i) your GMIB Annual Withdrawal Amount and (ii) unless the Deferral Rollup Rate described below applies, your GMIB Annual Rollup Amount. The Annual Rollup Rate applies for purposes of calculating your GMIB Benefit Base in the Contract Year that a withdrawal is made and in all subsequent Contract Years.

1.02(A)(1)(B) GMIB Annual Withdrawal Amount (“AWA”)

The GMIB AWA for each Contract Year is equal to (i) the GMIB Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate. There is no GMIB Annual Withdrawal Amount before the [first] Contract Date Anniversary.

1.02(A)(1)(C) Deferral Rollup Rate

The Deferral Rollup Rate specified in the Data Pages is used to calculate amounts credited to your GMIB Benefit Base and applies to your GMIB Benefit Base until a withdrawal is made from your Contract or if earlier, the Contract Date Anniversary following your [85th] birthday. Once a withdrawal is made under your Contract, the Deferral Rollup Rate no longer applies for the Contract Year in which a withdrawal is made or for any subsequent Contract Years.

1.02(A)(1)(D) Annual Rollup Amount

The “Annual Rollup Amount” for purposes of adjusting the GMIB Benefit Base on a Contract Date Anniversary is equal to the GMIB Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Annual Rollup Rate plus a prorated Annual Rollup Amount for any Contributions made during the Contract Year. The Annual Rollup Amount is calculated at the beginning of each Contract Year and on the Transaction Date of each Contribution into the Contract.

The prorated Annual Rollup Amount applicable to such Contributions is equal to the full Annual Rollup Amount for the Contribution (that is, the amount resulting from application of the Annual Rollup Rate to the amount of your Contribution) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year from the Transaction Date of your Contribution until the Contract Date Anniversary of the same Contract Year, and the denominator of which is the number of days in such Contract Year.

The prorated Annual Rollup Amount in any Contract Year in which (i) the GMIB No Lapse Guarantee is triggered as described in Section 1.04 below, or (ii) GMIB is exercised as described in Section 1.03 below is calculated as follows:

- a) GMIB Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year multiplied by a fraction, the numerator of which is the number of days elapsed in the Contract Year from the first day of the Contract Year until the No Lapse Guarantee Transaction Date, or the GMIB Exercise Date, whichever is applicable, and the denominator of which is the number of days in such Contract Year, plus

- b) The amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution multiplied by a fraction, the numerator of which is the number of days from the Transaction Date of your Contribution until the No Lapse Guarantee Transaction Date, or the GMIB Exercise Date, whichever is applicable and the denominator of which is the number of days in such Contract Year.

[If ATP Endorsement is issued under Contract]

[When a prorated Annual Rollup Amount is required to calculate the GMIB Benefit Base on a Valuation Date (which is described in the Automatic Transfer Program (ATP) Endorsement issued with your Contract), the prorated Annual Rollup Amount is equal to:

- a) GMIB Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year multiplied by a fraction, the numerator of which is the number of months elapsed in the Contract Year from the first day of the Contract Year until the Valuation Date, and the denominator of which is 12, plus
- b) The amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution multiplied by a fraction, the numerator of which is the number of months from the Transaction Date of your Contribution until the Valuation Date, and the denominator of which is 12.]

Effect of Withdrawals in your [first] Contract Year on your Annual Rollup Amount

[In the [first] Contract Year, any withdrawal to satisfy a required minimum distribution from your Contract taken through our Automatic RMD Withdrawals Service will not reduce your Annual Rollup Amount.]

Any withdrawal [other than a required minimum distribution taken through our Automatic RMD Withdrawals Service] reduces the Annual Rollup Amount as of the Transaction Date of the withdrawal by the dollar amount of the withdrawal. Such withdrawal will not reduce your Annual Rollup Amount to less than zero. Any permissible Contribution after such withdrawal will provide an Annual Rollup Amount equivalent to that described in the second paragraph of this Section.

1.02(A)(1)(E) Deferral Rollup Amount

The “Deferral Rollup Amount” for purposes of adjusting the GMIB Benefit Base on a Contract Date Anniversary is equal to the GMIB Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Deferral Rollup Rate plus a prorated Deferral Rollup Amount for any Contributions made during the Contract Year. When the Deferral Rollup Rate is in effect, the Deferral Rollup Amount is calculated at the beginning of each Contract Year and on the Transaction Date of each Contribution into the Contract.

The prorated Deferral Rollup Amount is equal to the full Deferral Rollup Amount for the Contribution (that is, the amount resulting from application of the Deferral Rollup Rate to the amount of your Contribution) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year from the Transaction Date of your Contribution until the

Contract Date Anniversary of the same Contract Year and the denominator of which is the number of days in such Contract Year. Once a withdrawal is made under your Contract, no Deferral Rollup Amount adjustment is made to your GMIB Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years.

The prorated Deferral Rollup Amount in any Contract Year in which (i) the GMIB No Lapse Guarantee is triggered as described in Section 1.04 or (ii) GMIB is exercised as described in Section 1.03 below is calculated as follows:

- a) GMIB Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Deferral Rollup Rate multiplied by a fraction, the numerator of which is the number of days elapsed in the Contract Year from the first day of the Contract Year until the No Lapse Guarantee Transaction Date, or the GMIB Exercise Date, whichever is applicable, and the denominator of which is the number of days in such Contract Year, plus
- b) The amount resulting from application of the Deferral Rollup Rate to the amount of your Contribution multiplied by a fraction, the numerator of which is the number of days from the Transaction Date of your Contribution until the No Lapse Guarantee Transaction Date, or the GMIB Exercise Date, whichever is applicable and the denominator of which is the number of days in such Contract Year.

[If ATP Endorsement is issued under Contract]

[When a prorated Deferral Rollup Amount is required to calculate the GMIB Benefit Base on a Valuation Date (which is described in the Automatic Transfer Program (ATP) Endorsement issued with your Contract), the prorated Deferral Rollup Amount is equal to:

- a) GMIB Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Deferral Rollup Rate multiplied by a fraction, the numerator of which is the number of months elapsed in the Contract Year from the first day of the Contract Year until the Valuation Date, and the denominator of which is 12, plus
- b) The amount resulting from application of the Deferral Rollup Rate to the amount of your Contribution multiplied by a fraction, the numerator of which is the number of months from the Transaction Date of your Contribution until the Valuation Date, and the denominator of which is 12.]

1.02(A)(1)(F) Annual Adjustment of the GMIB Benefit Base with the Annual Rollup Amount

If a withdrawal has been made under your Contract, your GMIB Benefit Base is adjusted annually to equal:

- (i) the GMIB Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions during the Contract Year, minus
- (iii) any adjustments during the Contract Year for Excess Withdrawals (defined below) during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your AWA, minus

- (iv) the dollar amount of any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) during the Contract Year to the extent such withdrawals exceed the AWA,] plus
- (v) A) in Contract Year [1], any remaining Annual Rollup Amount and B) in Contract Year [2] and later, the Annual Rollup Amount for the Contract Date Anniversary reduced by the dollar amount of any withdrawals up to the AWA on each Contract Date Anniversary.

1.02(A)(1)(G) Annual Adjustment of the GMIB Benefit Base with the Deferral Rollup Amount

Prior to taking a withdrawal under your Contract, instead of the adjustment described above, your GMIB Benefit Base is adjusted to equal:

- (i) the GMIB Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions during the Contract Year, plus
- (iii) the Deferral Rollup Amount for the Contract Date Anniversary on each Contract Date Anniversary.

Once a withdrawal is made under your Contract, no Deferral Rollup Amount adjustment is made to your GMIB Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMIB Benefit Base will be made according to the provision above titled “Annual Adjustment of the GMIB Benefit Base with the Annual Rollup Amount.”

1.02(A)(1)(H) Adjustment of the GMIB Benefit Base for Withdrawals; Excess Withdrawals

Except as provided in the next two paragraphs, a withdrawal reduces the GMIB Benefit Base on a pro-rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your AWA by your Annuity Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your GMIB Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

Beginning [with the second Contract Year], withdrawals during a Contract Year do not reduce the GMIB Benefit Base to the extent that the total of such withdrawals does not exceed the AWA for that Contract Year. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the GMIB Benefit Base on the Contract Date Anniversary on a dollar for dollar basis, as described above.

[In any Contract Year, the portion of a required minimum distribution withdrawal that is taken through our Automatic RMD Withdrawal Service (“RMD Withdrawal”) in excess of the AWA that is needed to meet a Required Minimum Distribution reduces the GMIB Benefit Base on a dollar for dollar basis and is not treated as an Excess Withdrawal, as described in the next paragraph.]

“Excess Withdrawal” means the amount of any withdrawal or portion of any withdrawal in a Contract Year that together with all other withdrawals exceeds the AWA for that Contract Year. All withdrawals made prior to [the second Contract Year] are “Excess Withdrawals.” [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in Section III.] *An Excess Withdrawal may*

reduce future benefits by more than the dollar amount of the excess withdrawal(s). “Future benefits” means your guaranteed minimum income and guaranteed withdrawal benefit for life provided under this Rider, and includes any guaranteed minimum death benefit you have under the Contract . You may contact your authorized financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

1.02(A)(1)(I) Optional Reset of GMIB Benefit Base

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your GMIB Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your GMIB Benefit Base, you may not reset the Benefit Base again until the [first] or later Contract Date Anniversary following the reset. Reset is not permitted after the Contract Date Anniversary following your [85th] birthday. A reset is not applicable to your Annuity Account Value.

When you reset your GMIB Benefit Base, you may not exercise GMIB as described in Section 1.03 of this GMIB Rider, until the [10th] Contract Date Anniversary following the reset, or such later date as provided in Section 1.03 of this GMIB Rider. [If you reset your GMIB Benefit Base on or after age [76], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your [85th] birthday.]

1.03 Your GMIB Exercise Options Prior to the Last GMIB Exercise Date

Pursuant to Section 1.01 and 1.02(A)(1)(I), you may exercise GMIB as described in this Section.

[Applicable for Owner issue ages 20 through 44]

[The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [15th] or later Contract Date Anniversary . However, it may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

[Applicable for Owner issue ages 45 through 49]

[The GMIB may be exercised only within [30] days following each Contract Date Anniversary on or after your [60th] birthday. However, it may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

[Applicable for Owner issue ages 50 through [70]]

[The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [10th] or later Contract Date Anniversary . GMIB may not be exercised later than the Contract Date Anniversary following your [85th] birthday.]

A Contract issued with a Qualified Plan endorsement must convert to a traditional IRA Contract in an eligible rollover transaction to exercise the GMIB unless GMIB is automatically exercised as described below in “GMIB No Lapse Guarantee.”

1.03A GMIB Exercise Option Upon Rider Charge Increase

If the Cost of this Rider increases as described in Section 3.02 of this Rider, and you do not elect to drop this Rider, you may, exercise GMIB without regard to the waiting periods described above. The [30] day period during which you may exercise GMIB upon such a charge increase varies by Contract Year as follows:

If a Rider Charge Increase Notification Date (described in Section 3.02) occurs during:	Then, you may exercise GMIB during the following period:
Contract Year [1 or 2]	[30] days following the [second] Contract Date Anniversary.
Contract Year [3] and later	the “Rider Drop Period” described in Section V of this Rider. (This right to exercise GMIB upon a rider charge increase applies to your Contract in addition to the “regular” GMIB Exercise Provision described in Section 1.03 of this Rider.)

Upon expiration of the exercise periods described in the table above, the exercise waiting periods described above the table will resume.

When the supplementary life annuity contract is issued, the Owner of record under this Contract on the GMIB Exercise Date will be the Owner under the supplementary life annuity contract. The Owner will also become the Annuitant under the supplementary life annuity contract. *[NQ only]* [Any Joint Owner, as applicable under this Contract will become the Joint Annuitant under the supplementary contract.] If this Contract is owned by a Non-Natural Owner, the Annuitant *[NQ only]* [and Joint Annuitant, if applicable,] remains the same under the supplementary life annuity contract.

1.04 GMIB No Lapse Guarantee

Notwithstanding anything to the contrary in the Termination provision of this Contract, if your Annuity Account Value falls to zero on or before the Contract Date Anniversary following your [85th] birthday while this Contract is in force and there have been no withdrawals from your Contract other than as described below under “Conditions of the GMIB No Lapse Guarantee,” then your GMIB will be exercised automatically on the Transaction Date that the Annuity Account Value falls to zero. The annual lifetime income that will be provided under GMIB will be based on your age and the GMIB Benefit Base on the Transaction Date that the Annuity Account Value falls to zero, notwithstanding any waiting period described above in Parts 1.02(A)(1)(H) and 1.03 of this Rider. Annual GMIB payments will be based on a single life annuity and begin within one calendar year after the Transaction Date that the Annuity Account Value falls to zero. You may notify us in writing, within [30] days of your receipt of notice from us stating that your Annuity Account Value has fallen to zero, if you wish to change the frequency of payments.

Conditions of the GMIB No Lapse Guarantee:

The No Lapse Guarantee described above applies only if there are no withdrawals from your Contract other than:

- (i) Withdrawals due to “Charges Deducted from Annuity Account Value” as described in Contract Section 8.02,
- (ii) Withdrawals in the [first] Contract Year, [and]
- (iii) Withdrawals during a Contract Year that, in aggregate, do not exceed your AWA, [and] ***[applicable to Traditional IRA]***
- [(iii) Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code.]

Any withdrawal in excess of the above will cause the GMIB No Lapse Guarantee to terminate. If, due to a reset, your GMIB Benefit Base is increased to an amount that would have prevented a withdrawal processed within [30] days of a Contract Date Anniversary from being an Excess Withdrawal, the No Lapse Guarantee described in this Section will be reinstated. Termination of the No Lapse Guarantee provision does not cause termination of the other provisions of this Rider.

1.05 Your Options on the Last GMIB Exercise Date

Your Contract Date Anniversary following your [85th] birthday is your Last GMIB Exercise Date.

You are provided a [30 day] period beginning on the Contract Date Anniversary following your [85th] birthday to elect one of the following options:

- Option 1: exercise GMIB as described in Sections 1.01 and 1.03, or
- Option 2: affirmatively elect conversion of this Rider to a GWBL Rider (see Part II), or
- Option 3: Terminate this Rider.

If you take no action during this [30 day] period, this GMIB Rider will automatically convert to a GWBL Rider on a single life basis.

The GWBL Rider will become effective as of the Last GMIB Exercise Date. The effective date is the same whether you affirmatively elect this option or upon an automatic conversion. For purposes of the GWBL terms and conditions in Part II of this Rider, your Last GMIB Exercise Date is your “GWBL Conversion Effective Date.”

If you exercise GMIB pursuant to Option 1 above, your GMIB Benefit Base will be adjusted for any withdrawals taken under the Contract during the [30 days] following your Last GMIB Exercise Date.

If (i) you elect Option 2 above, or (ii) your Rider automatically converts to a GWBL Rider, your Guaranteed Minimum Death Benefit as of the GWBL Conversion Effective Date continues to be applicable, however, any withdrawal on or after the GWBL Conversion Effective Date reduces your GMDB on a pro-rata basis.

If you elect to terminate this Rider pursuant to Option 3 above, the effect on your Guaranteed Minimum Death Benefit is described in Section 3.03(B).

PART II - GWBL Rider

This Rider's Benefit on and after the GWBL Conversion Effective Date

On the GWBL Conversion Effective Date, this Rider automatically converts to a GWBL Rider. If you have not elected Option 1 or 3 described in Section 1.05 within [30 days] of the GWBL Conversion Effective Date, the terms and conditions of this "Part II – Conversion of this GMIB Rider to a GWBL Rider" apply as of the GWBL Conversion Effective Date.

This Rider provides a Guaranteed Withdrawal Benefit for Life which guarantees that you can receive lifetime withdrawal amounts up to a maximum amount per Contract Year. This GWBL Rider does not provide a Cash Value or any minimum account value.

On your GWBL Conversion Effective Date, the Endorsement Applicable to Special [Money Market] Dollar Cost Averaging terminates. Any program you have in effect on the GWBL Conversion Effective Date terminates on that date. Any amount remaining in the account for Special [Money Market] Dollar Cost Averaging after such a transfer will be transferred to your other Investment Options according to your then current allocation instructions.

Under the Guaranteed Withdrawal Benefit for Life, we guarantee that you will be eligible to receive withdrawals while you are living, even if such withdrawals cause the Annuity Account Value to fall to zero. Withdrawals, for purposes of the Guaranteed Withdrawal Benefit for Life, are your total withdrawals during each Contract Year up to the Guaranteed Annual Withdrawal Amount (as defined below in Part 2.01(F) of this Rider). If the Owner named under the Contract is a Non-Natural Owner, we guarantee such withdrawals for the life of the Annuitant.

If a Successor Owner [*NQ only*: or Joint Owner] under an individually owned Contract, or a Joint Annuitant under a Contract owned by a Non-Natural Owner, is added after the GWBL Conversion Effective Date to change your Contract to a Joint Life Benefit Contract, we guarantee such withdrawals during the lives of you and such Successor Owner [*NQ only*: or Joint Owner, as applicable], or during the lives of the Annuitant and Joint Annuitant, respectively. The terms and conditions of the Guaranteed Withdrawal Benefit for Life are set forth below.

2.01 Definitions and Conditions Applicable to the GWBL Rider

2.01(A) Joint Annuitant

"Joint Annuitant" means the individual named and added as such to this Contract. The Joint Annuitant must be the spouse of the Annuitant on the GWBL Conversion Effective Date or if added later, the date your spouse is added, but a change may subsequently be made in accordance with Section 2.02 of this Rider.

2.01(B) Joint Life Benefit Contract

For a Contract which is individually owned, "Joint Life Benefit Contract" means a Contract under which a Successor Owner is added after the GWBL Conversion Effective Date for purposes of establishing a Joint Life Benefit Contract. [*NQ only*: If your Contract had a spousal Joint Owner before the GWBL Conversion Effective Date, such Joint Owner may be maintained for purposes of establishing this Rider on a Joint Life Benefit basis.] For a Contract owned by a Non-Natural Owner, "Joint Life Benefit Contract" means a Contract under which a Joint Annuitant is added after the GWBL Conversion Effective Date for purposes of establishing a Joint Life Benefit Contract. For Non-Natural Owner Contracts, if your Contract had spousal Joint Annuitants before the GWBL Conversion Effective Date, such Joint Annuitants may be maintained for purposes of establishing this Rider on a joint life benefit basis. [*NQ*

only: A Joint Life Benefit Contract where the Owner is an individual and named with a Successor Owner or Joint Owner may be issued with a Joint Annuitant.]

A Joint Life may only be added to this Contract at the later of (i) the [30th] day following the GWBL Conversion Effective Date or (ii) the first withdrawal following the GWBL Conversion Effective Date. If your spouse is less than age [70] as of the GWBL Conversion Effective Date, a Joint Life Benefit Contract is not available. If a Joint Life Benefit Contract is elected after the GWBL Conversion Effective Date, a Death Benefit is payable on the second to die of the Owner and the Successor Owner, or for a Contract owned by a Non-Natural Owner, the second to die of the Annuitant and the Joint Annuitant.

2.01(C) Single Life Benefit Contract

On the GWBL Conversion Effective Date, this Contract is automatically established as a Single Life Benefit Contract. “Single Life Benefit Contract” means where a Contract is individually owned, the Owner determines the Single Life Benefit under this GWBL Rider. [***NQ only:*** For Single Life Benefit Contract where there are Joint Owners, the older of the Owner and the Joint Owner determines the Single Life Benefit under this Rider.] For a Contract owned by a Non-Natural Owner, the Annuitant determines the Single Life Benefit under this GWBL Rider. For a Non-Natural Owner Contract where there were Joint Annuitants prior to the GWBL Conversion Effective Date, the older of the Joint Annuitants determines the Single Life Benefit under this Rider. [***NQ only:*** A Single Life Benefit Contract where the Owner is an individual and named without a Successor Owner may be issued with a Joint Annuitant.]

2.01(D) Successor Owner

“Successor Owner” means the individual named and added to an individually owned Contract on or after the GWBL Conversion Effective Date for purposes of providing a Joint Life Benefit under this Contract. The Successor Owner must be the spouse of the Owner on the GWBL Conversion Effective Date, or the date added, if later, but a change may subsequently be made in accordance with Section 2.02 of this Rider.

[***NQ only:*** If elected, upon addition to this Rider, a Successor Owner may be provided joint ownership rights.]

2.01(E) GWBL Benefit Base

Your initial GWBL Benefit Base is determined as of the GWBL Conversion Effective Date. It will be equal to either the Annuity Account Value or the GMIB Benefit Base as of that date, depending on which of the two amounts produces a greater benefit as described below in the definition of Guaranteed Annual Withdrawal Amount. Your GWBL Benefit Base is increased by any “Annual Ratchet,” and it may be reduced by withdrawals that exceed your Guaranteed Annual Withdrawal Amount (“Excess Withdrawals”), as described below.

2.01(F) Guaranteed Annual Withdrawal Amount (“GAWA”)

Your initial Guaranteed Annual Withdrawal Amount (“GAWA”) is equal to the greater of (i) the Annuity Account Value Applicable Percentage shown in the table below applied to your Annuity Account Value and (ii) the GMIB Benefit Base Applicable Percentages shown in the table below applied to your GMIB Benefit Base. Both these values are determined as of the GWBL Conversion Effective Date.

Single Life Benefit Contract Applicable Percentages: For purposes of determining your initial GAWA, the percentages shown in the Single Life line in the table are used.

If your initial Applicable Percentage is one of the percentages shown in column B of the table, it will increase to the percentage shown in Column A on any Contract Date Anniversary on which your Benefit Base is increased by an Annual Ratchet.

Joint Life Benefit Contract Applicable Percentages: The Applicable Percentage is based on your age or the age of the Successor Owner [***NQ only:*** or Joint Owner, as applicable], whoever is younger. For a Joint Life Benefit Contract with a Non-Natural Owner, the Applicable Percentage is based on the younger Annuitant's age. The Applicable Percentages are shown in the Joint Life line for the appropriate age in the table below.

If you change your benefit to a Joint Life Benefit Contract on or after your GWBL Conversion Effective Date, the Applicable Percentage is re-determined as an initial Applicable Percentage as described above.

For Joint Life Benefit Contracts, if the GWBL Benefit Base is increased by an Annual Ratchet after the GWBL Conversion Effective Date, then as of the Contract Date Anniversary for that Annual Ratchet, the Applicable Percentage will be the percentage shown in Column A for the current age of the younger spouse:

	A Applicable Percentage if Annuity Account Value produces a higher GAWA	B Applicable Percentage if GMIB Benefit Base produces a higher GAWA	
		<i>B-i*</i>	<i>B-ii*</i>
Single Life (All ages)	[6.0%]	[5.0%]	[4.0%]
Joint Life if younger spouse is:			
Age [85+]	[5.5%]	[4.0%]	[3.0%]
Ages 80-84	[5.0%]	[3.5%]	[2.5%]
Ages 75-79	[4.5%]	[3.0%]	[2.0%]
Ages 70-74]	[4.0%]	[2.5%]	[1.5%]

**Column B-i applies if withdrawals began after the Contract Date Anniversary when the Owner was age [64]. Column B-ii applies if withdrawals began on or prior to the Contract Date Anniversary when the Owner was age [64].*

Your GAWA may be taken through an Automatic Payment Plan we offer. If you take less than the GAWA in any Contract Year, you may not add the remainder to your GAWA in any subsequent Contract Year.

2.01(G) Annual Ratchet

Your Benefit Base is recalculated on each Contract Date Anniversary to equal the greater of (i) the Annuity Account Value and (ii) the prior Benefit Base. An increase in the Benefit Base resulting from that calculation is an Annual Ratchet. If the Benefit Base is increased by such recalculation, your GAWA will be increased as of the next Contract Year following such Contract Date Anniversary to equal your Applicable Percentage times your new Benefit Base.

2.01(H) Excess Withdrawal

An Excess Withdrawal occurs when you withdraw more than your GAWA in any Contract Year. Once a withdrawal causes cumulative withdrawals in a Contract Year to exceed your GAWA, the portion of the amount of that withdrawal that exceeds your GAWA and all subsequent withdrawals in that Contract Year are considered Excess Withdrawals.

If you make an Excess Withdrawal, we recalculate your Benefit Base and the GAWA, as follows: 1) The Benefit Base is reduced on a pro-rata basis by an Excess Withdrawal on the date of the withdrawal. 2) The GAWA for the next Contract Year is recalculated to equal the Applicable Percentage multiplied by the reset Benefit Base.

An Excess Withdrawal that reduces your Annuity Account Value to zero terminates the Contract, including all benefits, without value.

2.01(I) Effect of your Annuity Account Value Falling to Zero

If either of the following happens while you are living and this Rider is in effect: (i) you make a withdrawal for an amount that is equal to or exceeds the Annuity Account Value but is not an Excess Withdrawal, or (ii) the Annuity Account Value falls to zero by the deduction of a Contract charge, you will receive payments equal to your GAWA, subject to the following terms and conditions: The date of any such event is the benefit transaction date for purposes of this subsection. Your GAWA will begin on the next Contract Date Anniversary following the benefit transaction date and continue on each subsequent Contract Date Anniversary for the full amount, while you or the Successor Owner [NQ: or Joint Owner, as applicable,] under a Joint Life Benefit Contract is living. For Contracts with Non-Natural Owners, the GAWA will continue while the Annuitant or the Joint Annuitant under a Joint Life Benefit Contract is living. Unless we agree otherwise, any remaining balance of the GAWA for the Contract Year in which your Annuity Account Value was reduced to zero will be paid to you in a lump sum on the benefit transaction date and the GAWA will continue to be made for the full amount thereafter on an annual basis. As of the benefit transaction date, your Contract will be cancelled and a supplementary life annuity contract setting forth your continuing benefit will be issued to you, as further described below.

When the supplementary life annuity contract is issued, the Owner of record under this Contract on the benefit transaction date will be the Owner under the supplementary life annuity contract. The Owner will also become the Annuitant under the supplementary life annuity contract. Any Successor Owner [NQ **only**: or Joint Owner, as applicable] under this Contract will become the Joint Annuitant under the supplementary contract. If this Contract is owned by a Non-Natural Owner, the Annuitant and Joint Annuitant, if applicable, remain the same under the supplementary life annuity contract.

If you had any remaining Death Benefit as described in Section 2.03 of this Rider on the benefit transaction date, your Death Benefit will continue under the supplementary life annuity contract. The amount of any such Death Benefit will be reduced by any payments we make. The Beneficiary under this Contract will be the Beneficiary under the supplementary life annuity contract subject to your right to change the beneficiary under the supplementary contract.

2.02 Certain Changes Under Joint Life Benefit Contracts

2.02(A) Change of Successor Owner [NQ only: ,Joint Owner] or Joint Annuitant

Before a Withdrawal has been made and after the GWBL Conversion Effective Date, (i) you may change any Successor Owner [NQ only: or Joint Owner, as applicable,] named under this Contract to your current spouse, or (ii) the Joint Annuitant named under this Contract may be changed to the Annuitant's current spouse. Any such change must be made in writing in a form we accept. The change will take effect as of the date you sign it, but, we will not be liable as to any payments we make or actions we take before we receive such change. This change may only be made before the first withdrawal has been made after the [30th] day following the GWBL Conversion Effective Date.

2.02(B) Conversion to a Single Life Benefit Contract

- (i) Before the first withdrawal has been made after the [30th] day following the GWBL Conversion Effective Date, upon (i) the death of your spouse or (ii) your divorce, you may terminate the Successor Owner [NQ only: or Joint Owner] provision of this Contract, as applicable, by written notice satisfactory to us. Under a Contract with a Non-Natural Owner, the Joint Annuitant provisions of this Contract may be terminated by written notice satisfactory to us. Effective on the Transaction Date we receive the notice, the Guaranteed Withdrawal Benefit for Life guarantee will apply solely with respect to your life, or if you are a Non-Natural Owner, to the Annuitant's life, and we will adjust the Applicable Percentage shown in Section 2.01(F) of this GWBL Rider prospectively to the single life Applicable Percentage for Contracts of the same class as yours. The Applicable Percentage described in Section 2.01(F) of this GWBL Rider will be based on your age, or, if you are a Non-Natural Owner, the Annuitant's age. Once the Successor Owner [NQ only: ,Joint Owner] or Joint Annuitant provisions have been terminated, a new Successor Owner, [NQ only: Joint Owner] or Joint Annuitant may not be named.
- (ii) If a Withdrawal has been made after the [30th] day following the GWBL Conversion Effective Date, upon (i) the death of your spouse or (ii) your divorce, you may terminate the Successor Owner [NQ only: or Joint Owner] provision, as applicable, or if you are a Non-Natural Owner, the Joint Annuitant provision of this Contract. Effective on the Transaction Date we receive the notice, the Guaranteed Withdrawal Benefit for Life guarantee will apply solely with respect to your life, or, if the Contract is owned by a Non-Natural Owner, the Annuitant's life; however, we will not adjust the Applicable Percentage shown in Part 2.01(F) of this GWBL Rider to the Single Life Applicable Percentage. Your Applicable Percentage will be based solely on your age once such termination has taken place, or if you are a Non-Natural Owner, the Annuitant's age using the Joint Life Applicable Percentage. Once the Successor Owner [NQ only: ,Joint Owner] or Joint Annuitant provisions have been terminated, a new Successor Owner [NQ only: ,Joint Owner] or Joint Annuitant may not be named.

2.02(C) Contracts Divided By Court Order

If the terms of a court ordered divorce decree ("Court Order") require you to divide the Contract, we will divide the Contract as near as is practicable in accordance with the Order. In order to do so, we will withdraw amounts from your Annuity Account Value and establish a new single life benefit contract for your former spouse provided that this Contract and Rider are still available for new business and your former spouse meets the eligibility requirements for purchasing a new contract and benefit. If your

former spouse does not meet the eligibility requirements then we will pay the withdrawn amount to your former spouse in a single sum.

Subject to the provisions set forth below, you will retain your Contract, however, it will now be a Single Life Benefit Contract.

Any withdrawal made for purposes of establishing a Contract for your former spouse will reduce your GWBL Benefit Base and is subject to the terms of Section 2.01(H).

The initial GWBL Benefit Base under the contract established for your former spouse will be equal to the amount withdrawn from your Contract.

- (i) If we divide the Contract, as described above, before any Withdrawal has been made and after the GWBL Conversion Effective Date, the Applicable Percentage for each Contract will be adjusted prospectively to the single life Applicable Percentage and will be based on each respective individual's age at first withdrawal and any subsequent Annual Ratchet.
- (ii) If we divide the Contract, as described above, after any Withdrawal has been made under your original Contract after the [30th] day following the GWBL Conversion Effective Date, the Joint Life Applicable Percentage will remain in effect for each Contract. The Joint Life Applicable Percentage that was in effect at the time we divide the Contract may increase at the time an Annual Ratchet occurs based on each respective individual's age under their respective Contract.

2.03 Effect of Death

2.03(A) Beneficiary

You give us the name of the beneficiary who is to receive any death benefit payable upon the "Last Applicable Death" under this Contract ("Beneficiary").

"Last Applicable Death" means:

For a Single Life Benefit Contract where the Owner is an individual, the Last Applicable Death is the death of the Owner. [***NQ only***: For a Single Life Benefit Contract with Joint Owners, the Last Applicable Death is the death of the older Joint Owner.] For a Non-Natural Owner Single Life Benefit Contract, the Last Applicable Death is the death of the Annuitant. For a Non-Natural Owner Single Life Benefit Contract with Joint Annuitants, the Last Applicable Death is the death of the older Joint Annuitant.

Notwithstanding anything to the contrary in any optional Guaranteed Minimum Death Benefit Rider you may have been issued, on or after the GWBL Conversion Effective Date, for a Joint Life Benefit Contract where the Owner is an individual, the Last Applicable Death is the death of the second to die of the Owner and the Successor Owner [***NQ only***: or Joint Owner, as applicable], provided that the Owner and Successor Owner [***NQ only***: or Joint Owner, as applicable], were married at the time of the first death. For a Non-Natural Owner Joint Life Benefit Contract, the Last Applicable Death is the death of the second to die of the Annuitant and Joint Annuitant, provided that the Annuitant and Joint Annuitant were married at the time of the first death.

For a Joint Life Benefit Contract where the Owner and Successor Owner [***NQ only***: or Joint Owner, as applicable], or Annuitant and Joint Annuitant, as applicable, are no longer married at the time of the first death, the Payment Upon Death Rules described below apply.

2.03(B) Payment Upon Death

Upon the Last Applicable Death before the Annuity Account Value falls to zero and before an Annuity Benefit is elected under Section 7.01, we will pay a death benefit to the Beneficiary and subject to the conditions set forth in the tables below and any applicable endorsement.

Upon the Last Applicable Death while withdrawals are being made under a supplementary contract as described in Section 2.01(I) of this Rider and while there is a remaining death benefit, we will pay a death benefit to the Beneficiary in a single sum.

The Death Benefit amount is determined by comparing the Annuity Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner, adjusted for any subsequent withdrawals. The greater amount is payable as the Death Benefit. Your Guaranteed Minimum Death Benefit as of the Contract Date continues to be applicable as of the GWBL Conversion Effective Date.

[The following text will appear for NQ Contracts only]

[2.04 Effect Of Divorce On Required Payments At Death

If in accordance with the Section 2.01(B) of this Rider, a joint life is added to this Rider on or after the GWBL Conversion Effective Date and if the Contract becomes a Joint Life Benefit Contract with joint ownership rights in the Successor Owner, the Owner and Successor Owner, or Joint Owner, as applicable, subsequently divorce, and the Contract is not split, then the following applies on the death of the first to die of the Owner or the Successor Owner or Joint Owner, as applicable, before a supplementary contract has been issued. (The following also applies at the first death of a Single Life Benefit Contract with Joint Owners Contract who are not spouses.)

1. Payments will be made to the surviving Owner or Successor Owner or Joint Owner, as applicable, not the Beneficiary. Payments will only be made to the Beneficiary if the surviving Owner or Successor Owner or Joint Owner, as applicable, also dies before the entire interest in the Contract is fully distributed.
2. As described in the Endorsement Applicable to Non-Qualified Contracts, the entire interest in the Contract must be distributed within five years after the first death, unless the surviving Owner or Successor Owner (or Joint Owner, as applicable) elects to take the alternative payments in the form of a life annuity or installment option for a period of not longer than life expectancy, beginning within one year after the first death. The surviving Owner or Successor Owner (or Joint Owner, as applicable) may elect the NQ Beneficiary Continuation Option described in your Contract.
3. If the surviving Owner or Successor Owner (or Joint Owner, as applicable) elects to take the entire interest in the Contract within five years after the first death, then he/she has the option to terminate this Rider on or after the GWBL Conversion Effective Date and the related charge on written request to us.

On the death of either the Owner or the Successor Owner (or Joint Owner, as applicable) after a supplementary contract has been issued, any payments will continue to be made pursuant to the terms of the supplementary contract to the surviving Annuitant or Joint Annuitant, not the Beneficiary. Payments will only be made to the Beneficiary if the surviving Annuitant or Joint Annuitant also dies before the entire interest in the Contract is fully distributed.

If in accordance with the Section 2.01(B) of this Rider, a joint life is added to this Rider on or after the GWBL Conversion Effective Date and if the Contract becomes a Joint Life Benefit Contract without joint ownership rights in the Successor Owner, the Owner and Successor Owner subsequently divorce, and the Contract is not split, then the following applies on the death of the Owner before a supplementary contract has been issued. If the Successor Owner is the first to die, there is no effect on the payments.

1. Payments will be made to the surviving Successor Owner, not the Beneficiary.
2. As described in the Endorsement Applicable to Non-Qualified Contracts, the entire interest in the Contract must be distributed within five years after the Owner's death, unless the surviving Successor Owner elects to take the alternative payments in the form of a life annuity or installment option for a period of not longer than life expectancy, beginning within one year after the Owner's death. The surviving Successor Owner may elect the NQ Beneficiary Continuation Option described in your Contract.
3. If the surviving Successor Owner elects to take the entire interest in the Contract within five years after the Owner's death, then he/she has the option to terminate this Rider and the related charge on written request to us.

On the death of the Owner after a supplementary contract has been issued, any payments will continue to be made pursuant to the terms of the supplementary contract.]

[The following text will appear for IRA Contracts only.]

[2.04 Effect of Divorce on Required Payments at Death:

If in accordance with the Section 2.01(B) of this Rider, a joint life is added to this Rider on or after the GWBL Conversion Effective Date and if the Owner and Successor Owner subsequently divorce, and the Contract is not split, then the following applies on the death of the Owner before a supplementary contract has been issued. On your death after a supplementary contract has been issued, any payments will continue to be made pursuant to the terms of the supplementary contract.

- A. Payments will be made to the surviving Successor Owner, not the Beneficiary, in accordance with "Minimum Distribution Rules – Required Payments After Death." described in your Contract.
- B. The surviving Successor Owner may elect the Beneficiary Continuation Option described in your Contract.
- C. If the surviving Successor Owner elects to take distribution of the entire interest in the Contract by the end of the calendar year containing the fifth anniversary of your death, then he/she has the option after the GWBL Conversion Effective Date to terminate this Rider written request to us.

If the former spouse named as the Successor Owner is the first to die, there is no effect on the payments.]

2.05 Effect of Death on your Guaranteed Minimum Death Benefit ("GMDB") Rider

Under a Joint Life Benefit Contract upon the older spouse's death prior to the Contract Maturity Date, the following provisions apply if an optional Guaranteed Minimum Death Benefit Rider is issued with this Contract. For purposes of this section reference to "original Owner" means the older spouse:

- A. If the surviving spouse is age [65/80] or younger on the date of death of original Owner and the Owner was [85] or older at death, the GMDB will continue to grow according to its terms [and based on the Annual Rollup Rate in effect immediately prior to your GWBL Conversion Effective Date] until the Contract Date Anniversary following the date the surviving spouse reaches age [85].
- B. If the surviving spouse is age [66/81] or older on the date of the Owner's death, the optional GMDB elected by the original Owner will continue, however, we will not reinstate any rollup or ratchet feature.
- C. [If the optional GMDB continues, the GMDB rollup benefit base reset, if applicable, will no longer be in effect.]

When a Death Benefit becomes payable under certain circumstances described in your [Market Segment] Endorsement, an election may be made to instead continue the Contract under Spousal Continuation or our Beneficiary Continuation Option ("BCO"). The availability of Spousal Continuation and BCO is described in the following charts, subject to all terms and conditions of the applicable Endorsement. These charts also describe the succession of [***NQ only:*** Joint Owner and] Successor Owner under Joint Life Benefit Contracts owned by an individual and Joint Annuitant under Joint Life Benefit Contracts owned by a Non-Natural Owner.

If death occurs before the Annuity Account Value falls to zero and before an Annuity Benefit is elected:

Effect of Death on a Single Life Contract:			
<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
1. Owner	Is also the Annuitant or Joint Annuitant, if applicable	The Beneficiary is the surviving spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; Spouse may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life.
2. Owner	Is also the Annuitant or Joint Annuitant, if applicable	The Beneficiary is <i>not</i> the surviving spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life.
3. Owner	Annuitant or Joint Annuitant, if applicable, is living	Beneficiary is spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the beneficiary may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life.
4. Owner	Annuitant or Joint Annuitant, if applicable, is living	Beneficiary is non-spouse	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life.
5. Annuitant (under a single Annuitant Contract)	The Owner is living		The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Owner.
6. First to die of the	The Owner is		The Contract and Guaranteed Withdrawal

Annuitant and Joint Annuitant	living		Benefit for Life continue with a single Annuitant. Death Benefit is not payable until the death of the Owner.
7. Second to die of the Annuitant and Joint Annuitant	The Owner is living		The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Owner.
8. Annuitant	Owner is Non-Natural	Beneficiary is the spouse of the annuitant	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; Spouse may elect Spousal Continuation or BCO and continue the Contract without the Guaranteed Withdrawal Benefit for Life.
9. Annuitant	Owner is Non-Natural	Beneficiary is <i>not</i> the spouse of the annuitant	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; beneficiary, if eligible, may elect BCO without the Guaranteed Withdrawal Benefit for Life.
10. [Older Joint Owner]	[The younger Owner is living]		Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; spousal surviving Joint Owner may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life. If the Joint Owners are not spouses, only BCO without the GWBL may be elected or in accordance with the Section 2.03(B) of this Rider and the Endorsement Applicable to Non-Qualified Contracts, amounts must be distributed from the Contract as provided under the “One Year and Five Year Rule.
11. [Younger Joint Owner]	Older Owner is living	Owners are spouses.	The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Owner. Death Benefit is not payable until the death of the older Owner.
12. [Younger Joint Owner]	Older Owner is living.	Owners are not spouses.	In accordance with the Endorsement Applicable to Non-Qualified Contracts, amounts must be distributed from the Contract as provided under the “One Year and Five Year Rule”; BCO without the Guaranteed Withdrawal Benefit for Life is available as well.
13. Older Joint Annuitant	The younger Annuitant is living	Owner is Non-Natural	Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; Spouse may elect Spousal Continuation or BCO without the Guaranteed Withdrawal Benefit for Life.
14. Younger Joint Annuitant	Older Annuitant is living	Owner is Non-Natural	The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. Death Benefit is not payable until the death of the older Annuitant.

[NQ only] [For purposes of the following table, the term “Joint Owner” may be substituted with the term “Successor Owner” as the Effect of Death on these parties to the Contract is the same.]

Effect of Death on a Joint Life Contract:

<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
1. Owner	Is also the Annuitant	The Successor Owner is living	<p>The Successor Owner becomes the sole Owner and the new Annuitant. The Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only. ▪ If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage prospectively.
2. Owner	The Annuitant is living	The Successor Owner is also living	<p>The Successor Owner becomes the sole Owner. The Contract and Guaranteed Withdrawal Benefit for Life continue. Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only. ▪ If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage prospectively.
3. Owner	The Successor Owner is also dead	The Annuitant is living	<p>The Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the Beneficiary may elect BCO without the Guaranteed Withdrawal Benefit for Life. If the Beneficiary is the new spouse of the second to die, then Spousal Continuation may be elected.</p>

Effect of Death on a Joint Life Contract:

<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
4. Successor Owner	The Owner is living	The Annuitant is living	<ul style="list-style-type: none"> ▪ The Guaranteed Withdrawal Benefit for Life continues. ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage based on the Owner's age, and with withdrawals over the Owner's life only. ▪ If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date: <ul style="list-style-type: none"> ➤ The owner may name a new spouse as Successor Owner; Applicable Percentage will be based on the age of the younger spouse as of the GWBL Conversion Effective Date. ➤ The Owner may also choose to continue the Contract as a Single Life. The Applicable Percentage will be adjusted to a Single Life Percentage prospectively.
5. Annuitant (under a single Annuitant Contract)	Owner is living	Successor Owner is also living	The Guaranteed Withdrawal Benefit for Life continues. The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not paid until the death of both the Owner and the Successor Owner.
6. First to die of Annuitant and Joint Annuitant	Owner is living	Successor Owner is also living	The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. The Death Benefit is not paid until the death of both the Owner and the Successor Owner.
7. Second to die of Annuitant and Joint Annuitant	Owner is living	Successor Owner is also living	The Guaranteed Withdrawal Benefit for Life continues. The Owner becomes the new Annuitant and the Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not paid until the death of both the Owner and the Successor Owner.
8. Annuitant (under a single Annuitant Contract)	Owner also dies	Successor Owner is living	<p>The Successor Owner becomes the sole Owner and the new Annuitant. The Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor

Effect of Death on a Joint Life Contract:

<i>If the deceased is the</i>	<i>And</i>	<i>And</i>	<i>Then</i>
			<p>Owner's age) and with withdrawals over the Successor Owner's life only.</p> <ul style="list-style-type: none"> ▪ If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a single life Applicable Percentage, prospectively.
9. First to die of Annuitant and Joint Annuitant	Owner also dies	Successor Owner is living	<p>The Successor Owner becomes the sole Owner. The Contract and Guaranteed Withdrawal Benefit for Life continue with a single Annuitant. The Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> ▪ If a Withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only. ▪ If no Withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage, prospectively.
10. Second to die of Annuitant and Joint Annuitant	Owner also dies	Successor Owner is living	<p>The Successor Owner becomes the sole Owner and the new Annuitant. The Contract and Guaranteed Withdrawal Benefit for Life continue. The Death Benefit is not payable until the death of the Successor Owner.</p> <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken, after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the Successor Owner's life only. • If no Withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage, prospectively.
11. Annuitant	Owner is Non-Natural	Joint Annuitant is living	<p>The Guaranteed Withdrawal Benefit for Life continues. The Joint Annuitant becomes the sole Annuitant and Contract continues. The Death Benefit is not paid until the death of the second Annuitant.</p> <ul style="list-style-type: none"> ▪ If a withdrawal has already been taken,

			<p>after [30 days] following the GWBL Conversion Effective Date, the Contract continues with the Joint Life Applicable Percentage (based on the Successor Owner's age) and with withdrawals over the remaining Joint Annuitant's life only.</p> <ul style="list-style-type: none"> • If no withdrawals have been taken, after [30 days] following the GWBL Conversion Effective Date, the Applicable Percentage will be adjusted to a Single Life Applicable Percentage, prospectively.
12. Both Joint Annuitants	Owner is Non-Natural		The Guaranteed Withdrawal Benefit for Life ends and Death Benefit is payable; the Beneficiary, if eligible, may elect BCO without the Guaranteed Withdrawal Benefit for Life.

If death occurs while the Guaranteed Withdrawal Benefit for Life is being paid after the Annuity Account Value falls to zero (see Section 2.01(I) of this Rider):

Effect of Death on a Single Life Supplementary life annuity contract:		
<i>If the deceased is the</i>	<i>And</i>	<i>Then</i>
1. Owner/Annuitant		Any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
2. Annuitant	Owner is Non-Natural	Any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.

Effect of Death on a Joint Life Supplementary life annuity contract:		
<i>If the deceased is the</i>	<i>And</i>	<i>Then</i>
1. Owner/Annuitant	The Joint Annuitant is living	<ul style="list-style-type: none"> ▪ The Joint Annuitant becomes the sole Owner. Payments continue to the Joint Annuitant until his/her death. ▪ If the Joint Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
2. Joint Annuitant	The Owner/Annuitant is living	<ul style="list-style-type: none"> ▪ Contract continues with payments made to the Owner/Annuitant. ▪ If the Owner/Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
3. Owner/Annuitant	The Joint Annuitant also dies	<ul style="list-style-type: none"> ▪ Any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.

Effect of Death on a Joint Life Supplementary life annuity contract:		
<i>If the deceased is the</i>	<i>And</i>	<i>Then</i>
4. Annuitant	Owner is Non-Natural and the Joint Annuitant is living	<ul style="list-style-type: none"> ▪ The Joint Annuitant becomes the sole Annuitant and payments continue to the Non-Natural Owner until the surviving Joint Annuitant's death. ▪ If the Joint Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends
5. Both Joint Annuitants	Owner is Non-Natural	<ul style="list-style-type: none"> ▪ Any remaining Death Benefit will be paid to the beneficiary in a single sum and the Contract ends.
6. Owner/Annuitant (under a Contract split after divorce)	The Joint Annuitant is living	<ul style="list-style-type: none"> ▪ The Beneficiary becomes the Owner of the Contract for purposes of receiving payments. Payments the deceased had been receiving will now be made to the Beneficiary until the death of the Joint Annuitant. ▪ When the Joint Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.
7. Joint Annuitant (under a Contract split after divorce)	Owner/Annuitant is living	<ul style="list-style-type: none"> ▪ Contract continues with payments made to the Owner/Annuitant. ▪ When the Owner/Annuitant then dies, any remaining Death Benefit will be paid to the Beneficiary in a single sum and the Contract ends.

If you have elected an Annuity Benefit under Part VII of the Contract and the Annuitant under that Benefit dies, the terms and conditions of the applicable Benefit apply.

PART III – ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THIS RIDER

3.01 Maturity Date Options under this Rider and GWBL Exercise Upon a Rider Charge Increase

The following provision is added to the Maturity Date Section of your Data Pages and becomes effective on or after the GWBL Conversion Effective Date unless GWBL is otherwise terminated prior to the Maturity Date.

If you elect a life only form of Annuity Benefit as set forth in Part VII of the Contract, a supplementary contract will be issued and we will provide annual periodic payments that are not less than the GAWA as of the Maturity Date while you (and any Joint Owner if applicable) are living. If you fail to elect an option within [30] days following your Maturity Date, we will issue to you an Annuity Benefit under which payments will not be less than the amount described in the previous sentence. The annuity payout will be the higher of: (1) the GAWA and (2) the amount that you would have received if the Annuity Account Value had been applied to a life annuity, using either (a) the guaranteed annuity rates specified in Part VII of the Contract, or (b) the applicable current individual annuity rates as of the Contract Date Anniversary, applying the rate that provides a greater benefit to the payee. Any death benefit you have under the Contract will no longer be in effect. You will not be permitted to make any additional withdrawals.

If the Cost of this Rider increases on or after the GWBL Conversion Effective Date, as described in Section 3.02, and you do not elect to drop this Rider, you may exercise GWBL. You may request that amounts under your Contract be applied to an annuity payout as described in the prior paragraph. You may exercise GWBL during the "Rider Drop Period" described below in Section 3.02 of this Rider.

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3.02 The Cost of this Rider

[If GMIB I is elected]

The current charge for this benefit is [1.15%] of the GMIB Benefit Base and [1.15%] of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge of the GMIB Benefit Base and the GWBL Benefit Base after the GWBL Conversion Effective Date is [2.30%] of the Rider's Benefit Base.

We may increase or decrease the charge for this benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The "Rider Charge Change Notification Date" is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for this Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day "Rider Drop Period."

The "Rider Charge Change Effective Date" is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated this Rider, we will determine and, deduct the above charge(s) annually from your Annuity Account Value on each Contract Date Anniversary for which the benefit is in effect. We will deduct the above charges for the portion of any Contract Year in which this benefit is terminated pursuant to Section 3.03 of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. . If the Rider charge changes and this Rider terminates within the [30] Day Rider Drop Period, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.

3.03 Termination Of This GMIB with GWBL Rider

This Rider may be terminated on either an automatic or voluntary basis as described in the following paragraphs.

3.03(A) Automatic Termination of this Rider:

Prior to the GWBL Conversion Effective Date, this Rider will terminate automatically if: (i) the Contract terminates because the Annuity Account Value has fallen to zero and the No Lapse Guarantee described in this rider is not applicable, or (ii) you elect to terminate this Rider.

This Rider will terminate automatically if an Excess Withdrawal reduces your Annuity Account Value to zero.

Also, this Rider will automatically terminate if

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or
- (ii) amounts under the Contract are applied to an annuity benefit including exercise of GMIB, or
- (iii) except as provided below, you change the Owner of the Contract, or
- (iv) you make an assignment of this Contract or any of the rights under this Contract, or
- (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates.

In accordance with clauses (iii) and (iv) in the immediately preceding paragraph, this Rider will not terminate if any of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.
3. You divorce, and a) in accordance with your divorce decree, your former spouse is awarded 100% of the Annuity Account Value under your Contract, and b) your former spouse meets the age requirements for this Rider on the date the Owner/Annuitant under this Contract is changed from you to your former spouse.

3.03(B) Voluntary Termination of this Rider:

In accordance with Section 1.05 you may terminate this Rider voluntarily after the GWBL Conversion Effective Date. Prior to the GWBL Conversion Effective Date, you may terminate this Rider voluntarily provided that all Withdrawal Charges have expired under your Contract. Also, if the Cost of this Rider changes as described in Section 3.02, you may terminate this Rider without regard for the waiting period described in this Section.

Effect of Termination of this Rider on your Guaranteed Minimum Death Benefit

[Contracts issued with the “Greater of” GMDB Rider]

[Upon termination of this Rider prior to the Last GMIB Exercise Date, your “Greater of” GMDB Rider will automatically terminate. Your GMDB under the Contract will then be re-characterized as a “Return of Principal” GMDB as described in Section 6.02 of the Contract, as if that death benefit was applicable with this Contract as of the Contract Date.

Upon termination of this Rider on the Last GMIB Exercise Date, or [30] days thereafter, your “Greater of” GMDB remains in effect and withdrawals reduce your GMDB Benefit Base as described in Section 1.06 of that Rider.]

[Contracts issued with the “Highest Anniversary Value (HAV)” GMDB Rider]

[Upon termination of this Rider prior to the Last GMIB Exercise Date, your HAV GMDB Rider will remain in effect, however, withdrawals will reduce your GMDB on a pro-rata basis beginning as of the Transaction Date you terminate your GMIB Rider.

Upon termination of this Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV GMDB is retained and withdrawals reduce your GMDB Benefit Base as described in Part III of that Rider.]

Upon termination of this Rider, the Last Applicable Death under this Contract becomes the older of the Owner and Successor Owner [*NQ only*: or Joint Owner, as applicable]. For Contracts with a Non Natural Owner, the Last Applicable Death becomes the older of the Annuitant and Joint Annuitant.

The Successor Owner [*NQ only*: or Joint Owner, as applicable,] supersedes the Beneficiary for purposes of the Death Benefit provision under the Contract. Payment of the Death Benefit will be made to the surviving Owner or Successor Owner [*NQ only*: or Joint Owner, as applicable,], not the Beneficiary. Payment of the Death Benefit will only be made to the Beneficiary if the surviving Owner or Successor Owner [*NQ only*: or Joint Owner, as applicable,] also dies before the entire interest in the Contract is fully distributed. For Contracts with Non-Natural Owners, payment of the Death Benefit will be made to the surviving Annuitant or Joint Annuitant, not the Beneficiary. Payment of the Death Benefit will only be made to the Beneficiary if the surviving Annuitant or Joint Annuitant also dies before the entire interest in the Contract is fully distributed.

Upon the termination of this Rider, the charge for the Benefit, as shown in Section 3.02 of this Rider, ends.

3.04 Endorsements Applicable to this GMIB with GWBL Rider

[This GMIB with GWBL Rider is subject to the transfer rules described in the Endorsement Applicable to Asset Transfer Program Endorsement.]

[Amounts allocated to your Contract when this Rider is elected are subject to the terms and conditions of the Endorsement Applicable to Investment Options, as described therein.]

3.05 Reports and Notices

At least once each year until the Maturity Date, we will send you a report showing, as applicable: the GMIB Benefit Base and the related AWA or the GWBL Benefit Base and the related GAWA described in this Rider.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records.

Notices sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

Guaranteed Minimum Income Benefit Table of Guaranteed Annuity - Purchase Factors For Initial Level Annual Income Annual Rates Based on the Application of \$100 Purchase Factors

Life Only

<u>Age</u>	<u>Male</u>	<u>Female</u>
[60	2.96	2.80
61	3.01	2.84
62	3.07	2.89
63	3.13	2.95
64	3.19	3.00
65	3.25	3.06
66	3.32	3.12
67	3.39	3.18
68	3.47	3.25
69	3.54	3.32
70	3.62	3.39
71	3.71	3.47
72	3.80	3.55
73	3.89	3.64
74	3.99	3.72
75	4.09	3.82
76	4.19	3.92
77	4.31	4.02
78	4.42	4.13
79	4.55	4.24
80	4.68	4.37
81	4.81	4.49
82	4.96	4.63
83	5.11	4.77
84	5.27	4.92
85	5.43	5.08]

[The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 36% for males and 36% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.]

AXA EQUITABLE LIFE INSURANCE COMPANY

“GREATER OF” DEATH BENEFIT RIDER [I-Asset Allocation]

Greater of Annual Rollup to Age [85] GMDB or Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

This Rider's Guaranteed Minimum Death Benefit

*Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium fixed and variable deferred Annuity Contract as described below. The GMDB is derived from a Benefit Base as described in Section 1.02 of this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your Contract will cause an adjustment to your GMDB Benefit Base as described in Section 1.02A of this Rider.*

Your GMDB 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 provision of this Rider (Section 1.05).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] Benefit Base. The operation of the Annual Rollup to Age [85] Benefit Base and the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of this Rider and how this Rider may terminate are described below.

Your Death Benefit amount under this Rider is determined by comparing the Annuity Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

1.01 Special Rules Applicable to your Rider when Ownership of the Contract is other than on an Individual Basis

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the Annuitant. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the

Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant and any reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

1.02 Operation of the Guaranteed Minimum Death Benefit

1.02A Your GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section 1.04.

Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base (“Rollup Benefit Base”) and the Highest Anniversary Value to Age [85] Benefit Base (“HAV Benefit Base”). Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and HAV Benefit Base are each equal to your initial Contribution. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and HAV Benefit Base is more fully described below.

[The following text will appear when the Contract Owner elects this Rider with the Series CP Contract]

[Credits are not applied to your GMDB Benefit Base. However, Credits are included in your Annuity Account Value. Your Annuity Account Value can increase your HAV Benefit Base and your Rollup Benefit Base as a result of ratchets and resets, respectively. Therefore, Credits can indirectly increase your GMDB Benefit Base.]

1.02(A)(1) Annual Rollup Rate

“Annual Rollup Rate” means the effective rate specified in the Data Pages. The rollup ends on the Contract Date Anniversary following your [85th] birthday. The Annual Rollup Rate applies for purposes of calculating your Rollup Benefit Base for the Contract Year that a withdrawal is made and for all subsequent Contract Years.

1.02(A)(2) Deferral Rollup Rate

A Deferral Rollup Rate is specified in the Data Pages and applies to your Rollup Benefit Base until a withdrawal is made from your Contract, or if earlier, the Contract Date Anniversary following your [85th] birthday. Once a withdrawal is made from your Contract, the Deferral Rollup Rate no longer applies for the Contract Year in which the withdrawal is made and all subsequent Contract Years.

1.02(A)(3) Annual Rollup Amount

The “Annual Rollup Amount” for purposes of adjusting the Rollup Benefit Base on a Contract Date Anniversary is equal to the Rollup Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Annual Rollup Rate plus a prorated Annual Rollup Amount for any Contributions made during the Contract Year. The Annual Rollup Amount is calculated at the beginning of each Contract Year and on the Transaction Date of each Contribution into the Contract.

The prorated Annual Rollup Amount applicable to such Contributions is equal to the full Annual Rollup Amount for the Contribution (that is, the amount resulting from application of the Annual Rollup Rate to the amount of your Contribution) multiplied by a fraction, the numerator of which is the number of days remaining

in the Contract Year from the Transaction Date of your Contribution until the Contract Date Anniversary of the same Contract Year and the denominator of which is the number of days in such Contract Year. Beginning [with your [second] Contract Year], the prorated Annual Rollup Amount in the Contract Year in which your death occurs is calculated as follows:

- a) the Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year multiplied by a fraction, the numerator of which is the number of days elapsed in the Contract Year from the first day of the Contract Year until the date of your death, and the denominator of which is the number of days in such Contract Year, plus
- b) The amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution multiplied by a fraction, the numerator of which is the number of days from the Transaction Date of your Contribution until the date of your death and the denominator of which is the number of days in such Contract Year.

This prorated amount will not be less than zero. In any Contract Year after your [first] Contract Year, that a Death Benefit becomes payable, any withdrawals up to the AWA but in excess of the prorated Annual Rollup Amount will not reduce your Rollup Benefit Base.

[If ATP Endorsement is issued under Contract]

[When a prorated Annual Rollup Amount is required to calculate the Rollup Benefit Base on a Valuation Date (described in the Automatic Transfer Program (ATP) Endorsement issued with your Contract), the prorated Annual Rollup Amount is equal to:

- a) Rollup Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year multiplied by a fraction, the numerator of which is the number of months elapsed in the Contract Year from the first day of the Contract Year until the Valuation Date, and the denominator of which is 12, plus
- b) The amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution multiplied by a fraction, the numerator of which is the number of months from the Transaction Date of your Contribution until the Valuation Date, and the denominator of which is 12.]

Effect of Withdrawals in your [first] Contract Year on your Annual Rollup Amount

[In the [first] Contract Year, any withdrawal to satisfy a required minimum distribution from your Contract taken through our Automatic RMD Withdrawals Service will not reduce your Annual Rollup Amount.]

Any withdrawal [other than a required minimum distribution taken through our Automatic RMD Withdrawals Service] reduces the Annual Rollup Amount as of the Transaction Date of the withdrawal by the dollar amount of the withdrawal. Such withdrawal will not reduce your Annual Rollup Amount to less than zero. Any permissible Contribution after such withdrawal will provide an Annual Rollup Amount equivalent to that described in the second paragraph of this Section.

1.02(A)(4) Deferral Rollup Amount

The “Deferral Rollup Amount” for purposes of adjusting the Rollup Benefit Base on a Contract Date Anniversary is equal to the Rollup Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Deferral Rollup Rate plus a prorated Deferral Rollup Amount for any Contributions during the Contract Year. When the Deferral Rollup Rate is in effect, the Deferral Rollup Amount is calculated at the beginning of each Contract Year and on the Transaction Date of each Contribution into the Contract.

The prorated Deferral Bonus Rollup Amount applicable to such Contributions is equal to the full Deferral Bonus Rollup Amount for the Contribution (that is, the amount resulting from application of the Deferral Bonus Rollup Rate to the amount of your Contribution) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year from the Transaction Date of your Contribution until the Contract Date Anniversary of the same Contract Year and the denominator of which is 365, or 366 in a leap year. Once a withdrawal is made from your Contract, no Deferral Bonus Rollup Amount adjustment is made to your Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years.

Beginning [with your [second] Contract Year], the prorated Deferral Rollup Amount in the Contract Year in which your death occurs is calculated as follows:

- a) the Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Rollup Rate in effect for the first day of the Contract Year multiplied by a fraction, the numerator of which is the number of days elapsed in the Contract Year from the first day of the Contract Year until the date of your death, and the denominator of which is the number of days in such Contract Year, plus
- b) The amount resulting from application of the Deferral Rollup Rate for the first day of the Contract Year to the amount of your Contribution multiplied by a fraction, the numerator of which is the number of days from the Transaction Date of your Contribution until the date of your death and the denominator of which is the number of days in such Contract Year.

[If ATP Endorsement is issued under Contract]

[When a prorated Deferral Rollup Amount is required to calculate the Rollup Benefit Base on a Valuation Date (described in the Automatic Transfer Program (ATP) Endorsement issued with your Contract), the prorated Deferral Rollup Amount is equal to:

- a) Rollup Benefit Base on the preceding Contract Date Anniversary (or in the first Contract Year, the Contract Date) multiplied by the Deferral Rollup Rate multiplied by a fraction, the numerator of which is the number of months elapsed in the Contract Year from the first day of the Contract Year until the Valuation Date, and the denominator of which is 12, plus
- b) The amount resulting from application of the Deferral Rollup Rate to the amount of your Contribution multiplied by a fraction, the numerator of which is the number of months from the Transaction Date of your Contribution until the Valuation Date, and the denominator of which is 12.]

1.02(A)(5) Annual Adjustment of the Rollup Benefit Base with the Annual Rollup Amount

If a withdrawal has ever been taken from your Contract, your Rollup Benefit Base is adjusted annually on each Contract Date Anniversary to equal:

- (i) the Rollup Benefit Base at the beginning of the Contract Year; plus
- (ii) Contributions during the Contract Year; minus
- (iii) any adjustments for Excess Withdrawals (defined below) made during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GMIB Annual Withdrawal Amount (“GMIB AWA”), minus
- (iv) the dollar amount of any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) during the Contract Year to the extent such withdrawals exceed your GMIB AWA]; plus
- (v) A) in Contract Year [1], any remaining Annual Rollup Amount and B) in Contract Year [2] and later, the Annual Rollup Amount for the Contract Date Anniversary reduced by the dollar amount of any withdrawals up to the GMIB AWA as described in the GMIB Rider.

The Benefit Base Rollup ends on the Contract Date Anniversary following your [85th] birthday.

"Excess Withdrawal" means any withdrawal or portion of a withdrawal during a Contract Year that, together with all other amounts withdrawn during that year, causes the total of such withdrawals to exceed the GMIB AWA. *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).*

1.02(A)(6) Annual Adjustment of the Rollup Benefit Base with the Deferral Rollup Amount

Prior to taking a withdrawal under your Contract, instead of the adjustment described above, your Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions during the Contract Year, plus
- (iii) the Deferral Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract, no Deferral Rollup Amount adjustment is made to your Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your Rollup Benefit Base will be done according to the provision above entitled “Annual Adjustment of the Rollup Benefit Base with the Annual Rollup Amount.”

1.02(A)(7) Optional Reset of Rollup Benefit Base

On or within [30] days following the [first] or later Contract Date Anniversary, you may reset your Rollup Benefit Base to equal the Annuity Account Value on that Contract Date Anniversary. The Rollup continues on your reset Benefit Base. When you reset your Rollup Benefit Base, you may not reset the Rollup Benefit Base again until the [first] or later Contract Date Anniversary following the reset. A Reset is not permitted after the Contract Date Anniversary following your [85th] birthday.

If you reset your Rollup Benefit Base under this GMDB Rider, you must also reset your Rollup Benefit Base under your GMIB Rider.

1.02(B) HAV Benefit Base

For the HAV Benefit Base, on each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if your Annuity Account Value is greater than the current HAV Benefit Base, the HAV Benefit Base is increased to equal your Annuity Account Value.

1.03 Effect of Withdrawals on your GMDB Benefit Bases

The Rollup Benefit Base and the HAV Benefit Base will each be reduced by withdrawals from the Contract. The reduction is determined separately for each Benefit Base.

1.03(A) Rollup Benefit Base

The Rollup Benefit Base will be reduced as follows. [Prior to completion of your [first] Contract Year, your Rollup Benefit Base will be reduced pro-rata by all withdrawals.]

[Thereafter,] withdrawal of amounts up to the AWA as described below will reduce the Annual Rollup Amount that otherwise would be credited to your Rollup Benefit Base on the Contract Date Anniversary but does not reduce the Rollup Benefit Base.

For each Contract Year, you may take one or more withdrawals from your Contract up to your AWA, without causing an Excess Withdrawal.

The portion of any withdrawal in excess of the AWA will reduce the Rollup Benefit Base on a pro-rata basis as of the Transaction Date of the withdrawal.

For the Rollup Benefit Base, a pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal that exceeds the amount described above by your Annuity Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Rollup Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will reduce your Rollup Benefit Base by this amount. We will make this reduction as of the Transaction Date of each withdrawal

[The portion of any withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code that exceed the GMIB AWA for a Contract Year will reduce your Rollup Benefit Base on a dollar for dollar basis ("RMD Withdrawal"). The dollar for dollar withdrawal treatment of such withdrawals will be available [immediately].]

1.03(B) HAV Benefit Base

[The HAV Benefit Base will be reduced pro-rata by all withdrawals [in the first Contract Year]. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal by your Annuity Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your HAV Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction.] [Beginning [in the second Contract Year], withdrawals during a Contract Year that do not exceed the GMIB AWA for that Contract Year reduce your HAV Benefit Base on a dollar for dollar basis. Amounts withdrawn in excess of the GMIB AWA will reduce your HAV Benefit Base on a pro-rata basis. We will make this reduction as of the Transaction Date of each withdrawal.]

[Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code that exceed the GMIB AWA for a Contract Year will reduce your HAV Benefit Base on a dollar for dollar basis (“RMD Withdrawal”). The dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]]

1.04 The Cost of This Rider

[If GMIB I is elected]

The current charge for this benefit is [1.15%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge for this benefit is [2.30%] of the Rider’s Benefit Base.

We may increase or decrease the charge for this benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The “Rider Charge Change Notification Date” is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for this Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day “Rider Drop Period.”

The “Rider Charge Change Effective Date” is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated this Rider, we will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section 1.05 of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. If the Rider charge changes and this Rider terminates within the [30] Day Rider Drop Period, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charge will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.

1.05 Termination Provision of This Rider

Upon the occurrence of any of the following, this Rider and any charge associated herewith will terminate:

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or

- (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including exercise of GMIB or any benefit available on the Maturity Date, or
- (iii) except as provided below, you change the Owner of the Contract, or
- (iv) you make an assignment of this Contract, or any rights under this Contract, or
- (v) termination is required by an endorsement to your Contract, or
- (vi) the Contract terminates, or
- (vii) your GMIB Rider terminates prior to the Contract Date Anniversary following your [85th] birthday, or
- (viii) the Annuity Account Value under this Rider falls to zero, or
- (ix) you drop this Rider as a result of a fee change, as described in Section 1.04 above.

In accordance with clauses (iii) and (iv) in the above paragraph, this Rider will not terminate if any of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.
3. You divorce, and a) in accordance with your divorce decree, your former spouse is awarded 100% of the Annuity Account Value under your Contract, and b) your former spouse meets the age requirements for this Rider on the date the Owner/Annuitant under this Contract is changed from you to your former spouse.

1.06 Effect of the GMIB Rider's Termination on This Rider

Upon termination of your GMIB Rider prior to the Last GMIB Exercise Date, this "Greater of" GMDB Rider will automatically terminate. Your GMDB under the Contract will then be re-characterized as a "Return of Principal" GMDB as described in Section 6.02 of the Contract, as if that death benefit was applicable with this Contract as of the Contract Date.

Provided that your GMIB Rider has not converted to a GWBL Rider, upon termination of your GMIB Rider on the Last GMIB Exercise Date, or [30] days thereafter, your GMDB Benefit Bases will each be reduced by withdrawals on a dollar for dollar basis. However, the portion of any withdrawal that exceeds an amount equal to the Annual Rollup Rate applicable on the Transaction Date multiplied by the Rollup Benefit Base at the beginning of a Contract Year, and any subsequent withdrawals in that Contract Year, will cause a pro-rata reduction of the respective Benefit Bases.

If your GMIB Rider converts to a GWBL Rider, your GMDB as of the GWBL Conversion Effective Date continues to be applicable, however, any withdrawal (including RMD withdrawals) on or after the GWBL Conversion Effective Date reduces your respective GMDB Benefit Bases on a pro-rata basis.

1.07 Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider. Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium fixed and variable deferred Annuity Contract as described below.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Death Benefit

*The GMDB is derived from a Benefit Base as described below. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals under the Contract will cause an adjustment to your GMDB Benefit Base as described in Section III. of this Rider.*

Your GMDB 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 provision of this Rider (Section V.).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] ("HAV") Benefit Base. The Rider describes the operation of the HAV Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

Your Death Benefit amount under this Rider is determined by comparing the Annuity Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

II. Operation of the Guaranteed Minimum Death Benefit

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section IV.

Your GMDB Benefit Base is the HAV Benefit Base. Your initial HAV Benefit Base is equal to your initial Contribution. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution.

On each Contract Date Anniversary through the Contract Date Anniversary following the Owner's [85th] birthday, if the Annuity Account Value is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the Annuity Account Value. The HAV Benefit Base is also adjusted for any withdrawals as described under "Effects of Withdrawals" below.

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Owner's age [85] will instead accumulate to Age [85] of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Owner's age [85] will instead accumulate to Age [85] of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to Age [85] of the older Joint Annuitant.

[The following text applies to Series CP only]

[Credits are not applied to your GMDB Benefit Base. However, Credits are included in your Annuity Account Value. Your Annuity Account Value can increase your HAV Benefit Base as a result of ratchets. Therefore, Credits can indirectly increase your GMDB Benefit Base.]

III. Effect of Withdrawals on your HAV Benefit Base

The HAV Benefit Base will be reduced pro-rata by withdrawals.

A pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal by your Annuity Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your HAV Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

IV. The Cost of This Rider

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.

V. Termination Provision of This Rider

This Rider will automatically terminate if:

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or
- (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or
- (iii) except as provided below, you change the Owner of the Contract, or
- (iv) you make an assignment of this Contract, or any of the rights under this Contract, or
- (v) termination is required by an endorsement to your Contract, or
- (vi) the Contract terminates, or

(vii) the Annuity Account Value under this Rider falls to zero.

In accordance with clauses (iii) and (iv) in the above paragraph, this Rider will not terminate if any of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.
3. You divorce, and a) in accordance with your divorce decree, your former spouse is awarded 100% of the Annuity Account Value under your Contract, and b) your former spouse meets the age requirements for this Rider on the date the Owner/Annuitant under this Contract is changed from you to your former spouse.

Upon the termination of this Rider, the charge for the Benefit, as shown in Section IV. of this Rider, ends.

VI. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider. Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium fixed and variable deferred Annuity Contract as described below.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Death Benefit

*The guaranteed minimum death benefit is derived from a Benefit Base as described below. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals under the Contract will cause an adjustment to your GMDB Benefit Base as described in Section III. of this Rider.*

Your GMDB 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 provision of this Rider (Section V.).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] ("HAV") Benefit Base. The Rider describes the operation of the HAV Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

Your Death Benefit amount under this Rider is determined by comparing the Annuity Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

II. Operation of the Guaranteed Minimum Death Benefit

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section IV.

Your GMDB Benefit Base is the HAV Benefit Base. Your initial HAV Benefit Base is equal to your initial Contribution. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution.

On each Contract Date Anniversary through the Contract Date Anniversary following the Owner's [85th] birthday, if the Annuity Account Value is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the Annuity Account Value. The HAV Benefit Base is also adjusted for any withdrawals as described under "Effects of Withdrawals" below.

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Owner's age [85] will instead accumulate to Age [85] of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Owner's age [85] will instead accumulate to Age [85] of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to Age [85] of the older Joint Annuitant.

[The following text applies to Series CP only]

[Credits are not applied to your GMDB Benefit Base. However, Credits are included in your Annuity Account Value. Your Annuity Account Value can increase your HAV Benefit Base as a result of ratchets. Therefore, Credits can indirectly increase your GMDB Benefit Base.]

III. Effect of Withdrawals on your Highest Anniversary Value Benefit Base

The HAV Benefit Base will be reduced by withdrawals. During each Contract Year, [prior to completion of [one] [Contract Year[s], your HAV GMDB will be reduced on a pro-rata basis.]

[After completion of your [first] [Contract Year]], your HAV Benefit Base will be reduced on a dollar-for-dollar basis as long as the sum of your withdrawals in that Contract Year does not exceed your Guaranteed Minimum Income Benefit ("GMIB") Annual Withdrawal Amount ("AWA"), as described in your GMIB Rider. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your GMIB AWA the portion of that withdrawal that exceeds your GMIB AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.

Notwithstanding the above two paragraphs, if you terminate your GMIB Rider prior to the Contract Date Anniversary following your [85th] birthday (Last GMIB Exercise Date), your HAV Benefit Base will be reduced by all withdrawals including RMD withdrawals on a pro-rata basis, beginning on the transaction date of the GMIB Rider termination.

Provided that your GMIB Rider has not converted to a GWBL Rider, upon termination of your GMIB Rider on the Last GMIB Exercise Date, or [30 days thereafter], your HAV Benefit Base will be reduced by withdrawals on a dollar for dollar basis. However, the portion of any withdrawal that exceeds an amount equal to the Annual Rollup Rate applicable on the Transaction Date multiplied by the HAV Benefit Base at the beginning of a Contract Year, and any subsequent withdrawals in that Contract Year, will cause a pro-rata reduction of the HAV Benefit Base.

[The following sentence describing required minimum distribution treatment is alternate text and will appear if applicable.] [Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code will reduce the HAV Benefit Base on a dollar for dollar basis.]

If your GMIB Rider converts to a GWBL Rider, your GMDB as of the GWBL Conversion Effective Date continues to be applicable, however, any withdrawal (including RMD withdrawals) on or after the GWBL Conversion Effective Date reduces your GMDB on a pro-rata basis.

A pro-rata reduction of the HAV Benefit Base is determined as follows:

- 1) Divide the amount of the withdrawal that exceeds the amount described above by your Annuity Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your HAV Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will reduce your HAV Benefit Base by this amount. We will make this reduction as of the Transaction Date of each withdrawal.

IV. The Cost of This Rider

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.

V. Termination Provision of This Rider

This Rider will automatically terminate if:

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or
- (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or
- (iii) except as provided below, you change the Owner of the Contract, or
- (iv) you make an assignment of this Contract, or any of the rights under this Contract, or
- (v) termination is required by an endorsement to your Contract, or
- (vi) the Contract terminates, or
- (vii) the Annuity Account Value under this Rider falls to zero.

In accordance with clauses (iii) and (iv) in the above paragraph, this Rider will not terminate if any of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.
3. You divorce, and a) in accordance with your divorce decree, your former spouse is awarded 100% of the AAV under your Contract, and b) your former spouse meets the age requirements for this Rider on the date the Owner/Annuitant under this Contract is changed from you to your former spouse.

Upon the termination of this Rider, the charge for the Benefit, as shown in Section IV. of this Rider, ends.

VI. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

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Mark Pearson,
Chairman of the Board and Chief Executive Officer]



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

**[EARNINGS ENHANCEMENT BENEFIT]
OPTIONAL DEATH BENEFIT RIDER**

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider. Subject to the terms and conditions of this Rider, you will receive an [Earnings Enhancement Benefit] Death Benefit Increment with this flexible premium fixed and variable deferred Annuity Contract as described below.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Benefit

The Death Benefit payable when the [Earnings Enhancement Benefit] is included in your Contract is equal to your Death Benefit, payable as described in (i) the "Payment Upon Death" Section of the Contract and any applicable Endorsement, or (ii) an optional Death Benefit Rider, if elected. Your Death Benefit is then increased by the [Earnings Enhancement Benefit] Death Benefit Increment described below.

The [Earnings Enhancement Benefit] Death Benefit Increment is equal to:

[40% (for Owner's issue ages up to age 70) or
25% (for Owner's issue ages 71 through 75)]

of your Death Benefit as described in the Death Benefit section less your [Earnings Enhancement Benefit] Contributions.

The value of the [Earnings Enhancement Benefit] Death Benefit is frozen on the first Contract Date Anniversary after the Owner turns age [85], except that the benefit will be reduced for subsequent withdrawals on a pro rata basis.

For purposes of this section, "Owner" refers to the older Joint Owner for Contracts with Joint Owners and to the Annuitant for Contracts with Non-natural Owners.

II. Definitions

[Earnings Enhancement Benefit] Contributions are the sum of all Contributions you have made, adjusted for each withdrawal that exceeds your [Earnings Enhancement Benefit] Earnings as defined below. Your [Earnings Enhancement Benefit] Contributions will be reduced by the amount of that excess. We make this calculation as of the Transaction Date of each withdrawal.

[Earnings Enhancement Benefit] Earnings, as of the date of each withdrawal, are equal to (a) minus (b), where:

- a) is the greater of the Annuity Account Value and the Death Benefit immediately prior to the withdrawal, and
- b) is [Earnings Enhancement Benefit] Contributions as adjusted by any prior withdrawals.

III. The Cost of This Rider

The charge for this benefit is [0.35%] of the Annuity Account Value. This charge is based on the Annuity Account Value on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Annuity Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section IV. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charges will be deducted from the Annuity Account Value in the Variable Investment Options and the Guaranteed Interest Option on a pro-rata basis. If there is insufficient value or no value in the Variable Investment Options and the Guaranteed Interest Option, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special [Money Market] Dollar Cost Averaging.

IV. Termination Provision of This Rider

This Rider will automatically terminate if:

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or
- (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or
- (iii) except as provided below, you change the Owner of the Contract, or
- (iv) you make an assignment of this Contract, or any of the rights under this Contract, or
- (v) termination is required by an endorsement to your Contract, or
- (vi) the Contract terminates, or
- (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death.

In accordance with clauses (iii) and (iv) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

3. You divorce, and a) in accordance with your divorce decree, your former spouse is awarded 100% of the Annuity Account Value under your Contract, and b) your former spouse meets the age requirements for this Rider on the date the Owner/Annuitant under this Contract is changed from you to your former spouse.

Upon the termination of this Rider, the charge for the Benefit, as shown in Section III. of this Rider, ends.

V. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin
Vice President, Secretary and Associate
General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO THE ASSET TRANSFER PROGRAM (“ATP”)

This Endorsement is part of your Contract and its provisions apply instead of any Contract provisions to the contrary.

This Endorsement amends Part II (“Investment Options”), Part III (“Contributions and Allocations”) and Part IV (“Transfers Among Investment Options”) of your Contract.

In this Endorsement “we”, “our” and “us” mean AXA Equitable Life Insurance Company, and “you” and “your” mean the Owner.

This endorsement governs transfers to and from the **ATP Investment Option** as described below.

I. Applicability of this ATP Endorsement

Because you have the Guaranteed Minimum Income Benefit with Guaranteed Withdrawal Benefit for Life Conversion Rider (“GMIB Rider”), you are subject to the Asset Transfer Program (ATP) described below. If you terminate your GMIB Rider on or after the Guaranteed Withdrawal Benefit for Life Conversion Effective Date or the Last GMIB Exercise Date, and you have elected the “Greater of” Guaranteed Minimum Death Benefit (GMDB) Rider, the ATP continues to operate as described in this endorsement if you retain your GMDB, however, the ATP will use your GMDB Benefit Base for all calculations, beginning on the Transaction Date of the GMIB Rider termination. Under the ATP, we may transfer amounts between your Annuity Account Value in the Variable Investment Options and the ATP Investment Option (“ATP Transfer.”) In accordance with this endorsement, you may not contribute or transfer amounts to the ATP Investment Option.

II. Definitions

- A. ATP Investment Option:** The ATP Investment Option is the [AXA Ultra Conservative Strategy Investment Option] unless we designate a different Investment Option as provided below in Section III E.
- B. ATP Transfer:** A transfer to or from the ATP Investment Option as a result of the ATP Formula and Transfer Amount Formula described below.
- C. Contract Monthiversary:** Contract Monthiversary means the same date of the month as the Contract Date.

- D. Valuation Day:** A Valuation Day occurs on each Contract Monthiversary. On each Valuation Day we calculate and determine, based on the ATP Formula and Transfer Amount Formula described below, whether an ATP Transfer is required. If the Contract Monthiversary is not a Business Day, the Valuation Day will be on the next Business Day. For Contracts with a Contract Date after the [28th] day of any month, the Valuation Day will be on the first Business Day of the following month. In the [twelfth] month of the Contract Year, the Valuation Day will be on the Contract Date Anniversary. When the Valuation Day is a Contract Date Anniversary and the Contract Date Anniversary occurs on a day other than a Business Day, the Valuation Day will be the Business Day immediately preceding the Contract Date Anniversary.
- E. Off Cycle Valuation Day:** An Off Cycle Valuation Day means the day a transfer is made out of the GIO into a Variable Investment Option. On an Off Cycle Valuation Day, we apply the ATP Formula and Transfer Amount Formula and make any required transfer as described in Section III below for Valuation Days. Amounts transferring out of any dollar cost averaging program do not cause an Off Cycle Valuation. Regardless of when during a month an Off Cycle Valuation Day occurs, a Valuation Day will again occur on the Contract Monthiversary. A transfer out of the GIO that occurs on a Valuation Day does not trigger a separate Off Cycle Valuation. For purposes of the Off Cycle Valuation, the ATP Formula and Transfer Amount Formula will use the Contract value of the Investment Options as of the previous Business Day.
- F. GMIB Rider:** References herein to the GMIB Rider include reference to the Guaranteed Withdrawal Benefit for Life (“GWBL”) provisions that apply under the Rider on and after the GWBL Conversion Effective Date. References to the GMIB Benefit Base in any formula described in this endorsement include the GWBL Benefit Base on and after the GWBL Conversion Effective Date. If you have the “Greater of” GMDB Rider and you terminate your GMIB Rider on or after the Guaranteed Withdrawal Benefit for Life Conversion Effective Date, or the Last GMIB Exercise Date, references to the GMIB Benefit Base in any formula described below are replaced by reference to your GMDB Benefit Base if you retain your GMDB.

III. Terms and Conditions

We determine on each Valuation Day and any Off Cycle Valuation Day whether to make a transfer, and the amount of any transfer, based on the non-discretionary formulas set forth below. The formulas monitor the relationship between the Annuity Account Value and the GMIB Benefit Base.

- A. **ATP Formula:** The ATP Formula is designed to monitor the ratio between the total Annuity Account Value and the GMIB Benefit Base. The ATP Formula described below produces the Contract Ratio on each Valuation Day. The Contract Ratio formula is:

$$\text{Contract Ratio} = 1 - (\text{AAV} / \text{BB})$$

where

AAV = your Annuity Account Value on the Valuation Day, and
BB = your GMIB Benefit Base on the Valuation Day.

Transfer Points: The Contract Ratio is compared to the transfer points described below to determine whether an ATP Transfer is required. On the Contract Date the Minimum Transfer Point is [10%] and the Maximum Transfer Point is [30%]. Beginning on the first Contract Date Anniversary, the Minimum and Maximum Transfer Points are each increased by [2%] on each Contract Date Anniversary until the [20th] Contract Date Anniversary. On and after the [20th] Contract Date Anniversary, the Minimum Transfer Point is [50%] and the Maximum Transfer Point is [70%] for the life of the Contract. The Minimum Transfer Point during a Contract Year is increased on each Valuation Day by an amount equal to the difference between the Minimum Transfer Point as of your last Contract Date Anniversary (or in the first Contract Year, your Contract Date) and your next Contract Date Anniversary divided by 12 and then multiplied by N where N equals the number of completed months that have passed since the Contract Date Anniversary. The Maximum Transfer Point during a Contract Year is increased in the same manner.

Off Cycle Valuations apply the Transfer Points for the most recent Valuation Day.

Appendix 1 to this Endorsement shows the Transfer Points applicable to each Contract Year under the Contract.

On any Valuation Day, transfers into or out of the ATP Investment Option may be triggered as follows:

1. If the Contract Ratio on the Valuation Day is equal to or greater than the Maximum Transfer Point, 100% of the Annuity Account Value that is not invested in the GIO, Special [Money Market] DCA Account and ATP Investment Option is transferred into the ATP Investment Option.
2. If the Contract Ratio on the Valuation Day exceeds the Minimum Transfer Point but is less than the Maximum Transfer Point, amounts may transfer either into or out of the ATP Investment Option, in accordance with the Transfer Amount Formula, depending on how much is already in the ATP Investment Option, the GIO and the Special [Money Market] DCA Account.
3. If the Contract Ratio on the Valuation Day is equal to or less than the Minimum Transfer Point, any Annuity Account Value in the ATP Investment Option will be transferred out.

B. Transfer Amount Formula

On your Contract Date, no amounts are allocated to the ATP Investment Option. The Transfer Amount Formula calculates the amount that must be transferred into or out of the ATP Investment Option.

For purposes of the ATP Transfer Amount Formula described below, amounts allocated to the Guaranteed Interest Option (“GIO”) and Special [Money Market] Dollar Cost Averaging Account (“Special [Money Market] DCA Account”) are considered to be fixed investment options, and, as a result, are excluded from amounts transferred into the ATP Investment Option.

The Transfer Amount Formula applies a three step calculation.

Step 1: Determine the ATP %. The Transfer Amount Formula first determines the target percentage of the Annuity Account Value that must be in the ATP Investment Option after the ATP Transfer as follows:

$$\text{ATP}\% = \frac{\text{Contract Ratio} - \text{Minimum Transfer Point}}{\text{Maximum Transfer Point} - \text{Minimum Transfer Point}}$$

where

ATP% = The required percentage of Annuity Account Value in the ATP Investment Option, the GIO and the Account for Special [Money Market] Dollar Cost Averaging after the ATP Transfer. This calculation has a 0% floor and a 100% cap.

Contract Ratio = The Contract Ratio calculated on the Valuation Day.

Minimum Transfer Point = The Minimum Transfer Point on the Valuation Day.

Maximum Transfer Point = The Maximum Transfer Point on the Valuation Day.

Step 2: Determine the Required Amount: Then, the required amount in the ATP Investment Option after the ATP Transfer is determined as follows:

ATP Amount = (ATP% * Total Annuity Account Value) - amount in GIO - amount in Special [Money Market] Dollar Cost Averaging Account.

The ATP Amount cannot be less than zero dollars.

Step 3: Determine the Transfer Amount: Finally, the Transfer Amount Formula determines the Transfer Amount as follows:

Transfer Amount = (ATP Amount) – (Amount currently in ATP Investment Option)

The Transfer Amount is the amount that must be transferred either into or out of the ATP Investment Option.

If the Transfer Amount is positive and meets the Minimum Transfer Threshold, it will be transferred into the ATP Investment Option. If the Transfer Amount is negative and meets the Minimum Transfer Threshold, it will be transferred out of the ATP Investment Option.

The Minimum Transfer Threshold is the greater of (i) [1%] of AAV or (ii) [\$1,000]. If the Transfer Amount is less than the Minimum Transfer Threshold, the ATP Transfer will not be processed. If the Transfer Amount is greater than or equal to the Minimum Transfer Threshold, the ATP Transfer will be processed. The Minimum Transfer Threshold will not apply if 100% of the AAV is being transferred between the ATP Investment Option and the other Variable Investment Options.

C. How The Transfer Amount is Reallocated under an ATP Transfer and the ATP Exit Option

ATP Transfers into the ATP Investment Option will be transferred pro rata out of all Variable Investment Options. No amounts will be transferred out of either the GIO or the Special [Money Market] DCA Account.

ATP Transfers out of the ATP Investment Option will be allocated among the Variable Investment Options that are included in the Allocation Instructions on

file. Any amount that would have been allocated to the GIO instead will be pro-rated among the Variable Investment Options based on the allocation instructions on file other than the GIO. No amounts will be allocated to the Special [Money Market] DCA Account.

D. Effect of Subsequent Contributions

If a subsequent contribution is processed on a Valuation Day, it will be subject to the ATP Formula and the Transfer Amount Formula on that day. If a subsequent contribution is processed between Valuation Days, the amount contributed will become subject to the ATP Formula and the Transfer Amount Formula on the upcoming Valuation Day or any Off Cycle Valuation Day, if earlier.

E. Right to Substitute an Investment Option for the ATP Investment Option

The following text is added to Section 2.04 of your Contract: We may substitute another Investment Option for the ATP Investment Option that has a different name or investment manager provided it has a similar investment policy.

F. ATP Exit Option

[After the [first] Contract Year,] [once] each [Contract Year] until your Last GMIB Exercise Date (as described in your GMIB Rider), you may request a transfer out of the ATP Investment Option of all your Annuity Account Value then held in the ATP Investment Option. A partial transfer out of the ATP Investment Option is not permitted. If we receive an ATP Exit Option request on either a Valuation Day or an Off Cycle Valuation Day, we will process that request on the following Business Day. If there are no amounts in the ATP Investment Option on the day we receive your ATP Exit Option request or on the following Business Day if the day we receive your request was a Valuation Day or an Off Cycle Valuation Day, we will not process your request and it will not count towards your allowance of [one] ATP Exit Option request per [Contract Year.]

When your ATP Exit Option request is processed, the GMIB Benefit Base may be reduced to the New Benefit Base (“New BB”) if required by the following formula:

$$\text{New BB} = \frac{(1 - [3\%]) \times \text{AAV}}{(1 - \text{Min Transfer Point} + \text{Rider Charge})} - \text{Prorated Rollup Amount net of withdrawals}$$

where

New BB = The new value to which the GMIB Benefit Base, GMDB Rollup Benefit Base and the GMDB Highest Anniversary Value Benefit Base, if

applicable, will be adjusted to if this value is less than the current value of the respective Benefit Bases.

AAV = AAV as of the day prior to an ATP Exit Option Transfer.

Min Transfer Point = The Minimum Transfer Point as of the next Valuation Day.

Rider Charge = The sum of the Rider Charge percentages for both the GMIB and GMDB Benefits.

Prorated Rollup Amount net of Withdrawals = Prorated Rollup Amount from the last Contract Date Anniversary to the next Valuation Day + Prorated Rollup Amount for contribution(s) in that Contract Year as of the next Valuation Day – Contract Year to Date Withdrawals up to the Annual Withdrawal Amount. The Prorated Rollup Amount net of Withdrawals will not be less than zero.

If the GMIB Benefit Base is adjusted, there is no effect on the Deferral Rollup Amount, the Annual Rollup Amount and the Annual Withdrawal Amount until the next Contract Date Anniversary.

G. Effect of Rebalancing on the ATP

Any rebalancing of the Annuity Account Value under which amounts are transferred out of the GIO will trigger an Off Cycle ATP Transfer on such Off Cycle Valuation Day.

H. Effect of Withdrawals

We will subtract your withdrawals on a pro-rata basis from your Annuity Account Value in the Variable Investment Options (including any amounts allocated to the ATP Investment Option) and the GIO. If there is insufficient value or no value in the in the Variable Investment Options (including any amounts allocated to the ATP Investment Option) and the guaranteed interest option, any additional amount of the withdrawal required or the total amount of the withdrawal will be withdrawn from the Account for Special [Money Market] DCA.

I. Termination of this Endorsement

Upon termination of your GMIB with Guaranteed Withdrawal Benefit for Life Conversion Rider, this endorsement will terminate, unless GMIB is terminated on or after the GWBL Conversion Effective Date or the Last GMIB Exercise Date under your Contract and you have elected the “Greater of” GMDB Rider and that rider is not terminated on or after such dates.

We may terminate this Endorsement and the limitations provided under it at any time. If we terminate this Endorsement we will provide advance written notice to you.

If this endorsement terminates, any amounts in the ATP Investment Option will be reallocated among your Investment Options as described in Section III C.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

Appendix 1 –Transfer Points for each Contract Year under your Contract

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Contract Date Anniversary	Min Transfer Point	Max Transfer Point	Contract Date Anniversary	Min Transfer Point	Max Transfer Point
Contract Date	10%	20%	11th	32%	42%
1st	12%	22%	12th	34%	44%
2nd	14%	24%	13th	36%	46%
3rd	16%	26%	14th	38%	48%
4th	18%	28%	15th	40%	50%
5th	20%	30%	16th	42%	52%
6th	22%	32%	17th	44%	54%
7th	24%	34%	18th	46%	56%
8th	26%	36%	19th	48%	58%
9th	28%	38%	20th	50%	60%
10th	30%	40%	and later		

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AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO CREDITS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Endorsement which are introduced below. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Endorsement" means this Endorsement.

The Effective Date of this Endorsement is your Contract Date.

Subject to the terms and conditions of this Endorsement, this Contract provides for an amount, referred to as a "Credit," to be allocated to your Annuity Account Value (AAV) on the Transaction Date of each Contribution under *this flexible premium deferred fixed and variable Annuity Contract as described below.*

Credits

Each Credit is a percentage of the Contribution to which it relates. Each Credit is allocated pro rata to the Investment Options in the same proportions as the Contribution to which it relates. If you exercise your right to cancel this Contract (as described on the Contract's cover page) the amount payable will be reduced by the amount of the Credit. However, the amount payable will reflect any investment gain or loss applicable to the Credit.

[The applicable *Credit Percentage* under your Contract is [3%].

Conditions Relating to Credits

1. The amount applied to an Annuity Benefit will be reduced by any Credits applicable to subsequent Contributions made during the [three years] immediately preceding the Transaction Date amounts are applied to an Annuity Benefit.
2. The Transaction Date on which amounts are applied to an Annuity Benefit may not be earlier than the [fifth Contract Date Anniversary.]
3. A Credit will apply to a subsequent Contribution only to the extent that the sum of that Contribution and prior Contributions to which no Credit was applied exceeds the sum of all withdrawals under your Contract.
4. If a Death Benefit is payable as described in Section 6.02 of the Contract and any applicable Endorsement or Rider, during the [twelve month] period beginning with the date of your death, following our receipt of a Contribution to which a Credit was applied, such Credit will be deducted on a pro rata basis from the AAV in the Variable Investment Options and the Guaranteed Interest Option. This deduction will occur on the Payment Transaction Date. If there is more than one Beneficiary under

the Contract, the date of receipt of due proof and other beneficiary requirements first received by us from a Beneficiary is the date we deduct such Credit. For the purpose of any Death Benefit provision of your Contract that compares the AAV with any other applicable Death Benefit, including any optional rider(s), the AAV used in the comparison will reflect a reduction equal to the amount of such Credit. Credits are deducted from the AAV before any such comparison is made.

5. We reserve the right to not pay a Credit on any amount transferred from a Prior Contract.
6. Credits are not applied to the Benefit Base under any optional Rider except to the extent that your AAV is reflected in your Benefit Base by a ratchet or reset thereof.

For purposes of this Endorsement, a “subsequent Contribution” is any Contribution after the initial Contribution.

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO NON-QUALIFIED CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

The Effective Date of this Endorsement is your Contract Date.

1. PART I - DEFINITIONS

The following definition is added: **SECTION 1.15A JOINT ANNUITANT:**

“Joint Annuitant” means the individual specified as such in the Data Pages. The Joint Annuitant must be the spouse of the Annuitant on the Contract Date.

The following is added at the end of the definition of **OWNER:**

If a joint owner (“Joint Owner”) is shown in the Data Pages, the Owner and Joint Owner possess an undivided interest in the rights of the entire Contract and must act jointly in exercising any ownership rights. Except for purposes of “Owner Death Distribution Rules” or as otherwise indicated, any reference to “you” and “your” in the Contract will apply to both the Owner and the Joint Owner.

2. *The following is added to* **PART VI – PAYMENT UPON DEATH** *before* **SECTION 6.01 BENEFICIARY:**

Where a Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. For purposes of this section, “you” refers to the Annuitant or older Joint Annuitant, if applicable, when describing the effect of death under a Contract owned by a Non-Natural Owner. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. If the Joint Annuitants are the same age and share the same birth date, the Annuitant will be deemed to be the older Joint Annuitant for this purpose.

Where a Contract is jointly owned, a Death Benefit is payable at the death of the older Joint Owner. For purposes of this section, “you” refers to the older Joint Owner when describing the effect of death under a Contract jointly owned. If the Joint Owners are the same age and share the same birth date, the Owner will be deemed to be the older Joint Owner for this purpose.

3. PART VI - PAYMENT UPON DEATH

The following is added at the end of SECTION 6.01 BENEFICIARY:

Where a Contract is owned by a Non-Natural Owner which is a Living Trust, upon the death of the named Annuitant, a Death Benefit is payable. At the time of the Annuitant's death, if the Annuitant's spouse is the sole beneficiary of the trust, the trustee as Owner of the Contract may request that the spouse be substituted as Annuitant as of the date of the original Annuitant's death. No further change of Annuitant will be permitted. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. At the time of the older Joint Annuitant's death, a death benefit is payable and the trustee as Owner of the Contract may request that the surviving Annuitant continue the Contract. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. A Living Trust is a trust that meets the following conditions: (i) it is revocable at any time by the grantor, (ii) the grantor has exclusive control of the trust, (iii) no person other than the grantor has any interest in the trust during the grantor's lifetime, and (iv) the grantor's spouse is the sole beneficiary of the trust.

If a Contract is jointly owned, the surviving Joint Owner will be deemed the Beneficiary, superseding any other Beneficiary designation.

If a Contract has a Non-Natural Owner and Joint Annuitants, the surviving Joint Annuitant will be deemed to be the Beneficiary superseding any other Beneficiary designation.

4. PAYMENT UPON DEATH

The following is added at the end of SECTION 6.02 PAYMENT UPON DEATH:

If the Owner and Annuitant are different individuals, at the death of the Annuitant, the Owner becomes the new Annuitant and the Contract continues. No Death Benefit is payable until after the Owner's death. If the Contract is jointly owned and the Annuitant is not either of the two Owners, at the death of the Annuitant, the older Owner will become the Annuitant if the Owners do not designate a new Annuitant. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. Where a Joint Annuitant is named under the Contract and both Annuitants die, then provisions of the first three sentences of this paragraph become operative.

OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE - Overview

Section 72(s) of the Code requires that where any annuity contract owner dies on or after the annuity starting date and before the entire interest in the annuity contract has been distributed, the remaining portion of the interest must be distributed at least as rapidly as under the method of distribution being used as of the date of death. Section 72(s) of the Code also requires that where any annuity contract owner dies before the annuity starting date, the entire interest in the annuity contract must be distributed within five years after the owner's death as described in Section 72(s)(1)(B) of the Code. For purposes of this Endorsement, this is called the "Five Year Rule". If the beneficiary is an individual, in the alternative, payments must begin within one year after the owner's death as a life annuity or installment option for a period of not longer than the life expectancy of the individual beneficiary as described in Section 72(s)(2) of the Code. For purposes of this Endorsement, this is called the "One Year Rule". However, if the beneficiary is the owner's surviving spouse, no payments of the owner's interest in the annuity contract are required until after the surviving spouse's death. If the owner is non-natural, then the death of the annuitant triggers the required payment. Where a Joint Annuitant is named under a Contract with a Non-Natural Owner, any applicable Death Benefit will be based on the death of the older Joint Annuitant as described in Sections 2 and 3 of this Endorsement.

Owner Death Distribution Rules--Contract Continuation

Under any of the following circumstances, if you die before the Maturity Date, the Death Benefit described in Section 6.02, if applicable, will not be paid in a single sum and the Contract will continue as described in subsections (1) through (5) below, whichever is applicable.

(1) Single Owner Contract with a Non-Spousal Beneficiary(ies)

Upon the death of the Owner, a Death Benefit is payable. Unless a different rule applies under an optional benefit rider or benefit election, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. Any Guaranteed Minimum Death Benefit is terminated along with any applicable charges. No additional Contributions may be made to the Contract.

[The following text will appear only for Single Owner Contracts with a Non-Spousal Beneficiary Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a Single Owner Contract with a Non-Spousal Beneficiary is shown in "Effect of Death on any Applicable Optional Rider", Attachment A, to this Endorsement.]

If the Death Benefit is paid in the form of an Annuity Benefit the One Year Rule applies. Alternatively, the Beneficiary may elect an option to continue the Contract under the terms of the “NQ Beneficiary Continuation Option” described below in this Section. A Beneficiary must submit a timely claim with all Beneficiary Requirements in order to preserve the right to any payment or continuation option.

If the Beneficiary does not elect an annuity option as described in item 4 of this Endorsement, in order to continue the Contract under either the One Year Rule or the Five Year Rule, the Beneficiary must affirmatively elect the “NQ Beneficiary Continuation Option” discussed below.

If the Beneficiary neither (i) elects an annuity option as described in item 4 of this Endorsement or (ii) affirmatively elects the NQ Beneficiary Continuation Option discussed below, we will pay all amounts under the Contract no later than the fifth anniversary after your death.

(2) Single Owner Contract - Spousal Continuation

When the Owner dies, a Death Benefit is payable. If you are married at the time of your death and the only person named as your primary Beneficiary under Section 6.01 is your surviving spouse and your surviving spouse elects Spousal Continuation under your Contract, then no Death Benefit will be distributed under the Contract until after your surviving spouse’s death. To elect Spousal Continuation your surviving spouse must be age [85] or younger at the date of your death. Such election must be made no later than the Payment Transaction Date. *[Applicable if an optional rider is elected]* [If you have elected an optional benefit rider under the Contract, the eligibility rules applicable to optional benefits under Spousal Continuation in Attachment A supplement this paragraph.]

Upon your surviving spouse’s election of Spousal Continuation, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

If you were also the Annuitant or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, your surviving spouse becomes the Owner and single Annuitant. If you were not the Annuitant or Joint Annuitant, if applicable, under the Contract, the individuals named as such will continue in such capacity under the Contract and your surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named, unless your spouse elects to become the Annuitant under the Contract at the time Spousal Continuation is elected. Under a Contract

where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant, unless your spouse elects to become sole Annuitant under the Contract at the time Spousal Continuation is elected.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider have been elected.]

[The effect of death on any optional rider for a single owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

(3) Joint Owner Contract - Spousal Continuation

Upon the death of the first of the Joint Owners who are spouses, the following Death Benefit and Spousal Continuation terms apply. Under Contracts owned by a Non-Natural Owner, upon the death of the first of the Joint Annuitants, reference below to “Joint Owner” is replaced with reference to “Joint Annuitant” and reference to “Owner” is replaced with “Annuitant.” Furthermore, the third paragraph of subsection (A) and the second paragraph of subsection (B) do not apply.

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving spouse may elect to become the sole Owner under the Contract. Such election must be made no later than the Payment Transaction Date.

Upon the younger surviving spouse’s election of Spousal Continuation, no Death Benefit is distributed under the Contract. The Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. If the Annuity Account Value is greater than the Guaranteed Minimum Death Benefit, we do not reset the Guaranteed Minimum Death Benefit for the surviving spouse.

If the deceased spouse was also the Annuitant, or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the younger surviving spouse becomes the Owner and single Annuitant. If neither Owner is the Annuitant, or Joint Annuitant, if applicable, then the individuals named as such will continue in such capacity and the surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named unless your spouse elects to become the Annuitant under the Contract at the time Spousal Continuation is elected. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death

of both the Annuitant and Joint Annuitant, unless your spouse elects to become sole Annuitant under the Contract at the time Spousal Continuation is elected.

[The following text will appear only for Joint Owner Contracts when Spousal Continuation and an optional rider have been elected.]

[The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

- (B) If the first Joint Owner to die is the younger Joint Owner, the surviving spouse continues the Contract as the sole Owner and no Death Benefit is payable.

If the deceased spouse was also the sole Annuitant, or the surviving spouse was a Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the surviving spouse becomes the Owner and sole Annuitant. If neither Owner is the Annuitant, then the Annuitant will continue in such capacity and the surviving spouse becomes the sole Annuitant at the death of the originally named single Annuitant unless your spouse elects to become the Annuitant under the Contract at the time Spousal Continuation is elected. Under a Contract where Joint Annuitants are named, the surviving spouse becomes the sole Annuitant upon the death of both the Annuitant and Joint Annuitant, unless your spouse elects to become sole Annuitant under the Contract at the time Spousal Continuation is elected.

(4) *Joint Owner Contract - Non-Spousal Contract Continuation*

Upon the death of the first of the Joint Owners who are not spouses at the time of the first death, the following Death Benefit Contract Continuation terms apply.

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable. If neither a single sum nor an Annuity Benefit is elected, the surviving Owner may alternatively elect to become the sole Owner under the Contract and elect either the One Year Rule or Five Year Rule of the NQ Beneficiary Continuation Option described below.

The same rules apply as described above in subsection (1) “Single Owner Contract with a Non-Spousal Beneficiary(ies).”

If the first Joint Owner to die is the younger Joint Owner, then no Death Benefit is payable. If the Cash Value is not paid in the form of an Annuity Benefit and the surviving Owner continues the Contract under the terms of

this Section, the continuation must meet with the One Year Rule or the Five Year Rule discussed above.

In order to continue the Contract under the One Year Rule, the surviving Owner must elect the “NQ Beneficiary Continuation Option” discussed below. In order to continue the Contract under the Five Year Rule, the Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option or elect to keep the Contract in-force until the fifth anniversary of the younger Owner’s death as described in the next paragraph. If the surviving Owner does not affirmatively elect the NQ Beneficiary Continuation Option, the Five Year Rule will apply, that is, all amounts under the Contract must be distributed no later than the fifth anniversary after the younger Owner’s death, subject to our receipt of the Beneficiary Requirements.

If the surviving Owner elects to continue the Contract under the Five Year Rule, without electing the NQ Beneficiary Continuation Option, there is no Annuity Account Value Reset. No additional Contributions are permitted under the Contract. Any optional Guaranteed Minimum Death Benefit elected, along with any applicable charges, remains in effect. The Guaranteed Minimum Death Benefit becomes payable if the older Joint Owner dies within the period defined in the Five Year Rule.

[The following text will appear only for Joint Owner Contracts when Spousal Continuation and an optional rider have been elected.]

[The effect of death on any optional rider for a Joint Owner Contract with Contract Continuation is shown in “Effect of Death on any Applicable Optional Rider”, Attachment A, to this Endorsement.]

- (5) If a named Beneficiary who is an individual elects to become a “Continuation Beneficiary”, the terms of the “NQ Beneficiary Continuation Option”, where the Owner, Joint Owner, Annuitant, or Joint Annuitant, whichever is applicable based on ownership, as shown in the Data Pages, dies before the Maturity Date, are as follows:

"NQ Beneficiary Continuation Option"

- (i) A Beneficiary who is a non-natural entity is not eligible to elect to continue coverage under the Contract as a “Continuation Beneficiary” under the NQ Beneficiary Continuation Option.
- (ii) The Continuation Beneficiary will automatically become the successor Owner with respect to that individual's portion of the interest in the Contract.

- (iii) We must receive an eligible individual's election to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option at our Processing Office within [nine (9) months] after your death and before the individual's share of the Death Benefit or interest in the Contract, as applicable, is paid out in any manner inconsistent with that individual's election to continue the Contract under the NQ Beneficiary Continuation Option.
- (iv) If a Death Benefit is payable and the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date, we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit rider), and the Continuation Beneficiary's share of the interest in the Contract will be determined after any such reset.
- (v) The Continuation Beneficiary cannot make any additional Contributions to the Contract.
- (vi) The Continuation Beneficiary may transfer amounts among the Variable Investment Options with respect to the Continuation Beneficiary's share of the interest in the Contract.
- (vii) The Continuation Beneficiary may not assign his/her share of the interest in the Contract.
- (viii) Distributions to the Continuation Beneficiary will be made in accordance with the Continuation Beneficiary's election.

If the Continuation Beneficiary elects to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule as described in item 4 of this Endorsement, payments will be made at least annually from his/her share of the interest in the Contract over a period not extending beyond the life expectancy of the Continuation Beneficiary. The first such payment must be no later than one (1) year after the date of your death.

The Continuation Beneficiary may alternatively elect to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule described in item 4 of this Endorsement.

(ix) **Withdrawal Rights.**

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time, with any amount of his/her share of the interest in the Contract remaining to be paid fully on the fifth anniversary of your death.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time. Payments will continue to be made to the Continuation Beneficiary as described in accordance with the One Year Rule, from his/her share of the interest in the Contract, as reduced by the withdrawal.

(x) **Death of the Continuation Beneficiary.** Upon the Continuation Beneficiary's death, we will make a single sum payment of any of his/her remaining share of the interest in the Contract to the person designated by the deceased Continuation Beneficiary to receive any such payment, unless the person designated by the deceased Continuation Beneficiary is eligible to, and elects to, continue the payment method originally elected by the Continuation Beneficiary over any remaining life expectancy period of the Continuation Beneficiary.

5. *The following is added to SECTION 6.03 MANNER OF PAYMENT:*

A Beneficiary may elect to apply a Death Benefit to an Annuity Benefit as described in Part VII of the Contract. Any Death Benefit applied as an Annuity Benefit in Part VII will be paid out over the life of the Beneficiary or for a period not exceeding the Beneficiary's life expectancy (such payments must begin in accordance with the "One Year Rule" described above, and any Death Benefit that is not applied as an Annuity Benefit in Part VII will be paid out in accordance with the "Five Year Rule" described above.

6. *The following is added to* **PART VII – ANNUITY BENEFITS:**

The following is added at the end of **SECTION 7.02 – MATURITY DATE**

At any time before the Maturity Date, you may request withdrawal of a portion of your Annuity Account Value for application to an Annuity Benefit provided that:

- (i) Your withdrawal would not cause termination of your Contract as described in Section 5.02.
- (ii) The form and amount of the Annuity Benefit purchased by your withdrawal will be as set forth in, and subject to the terms and conditions of, this Part VII.
- (iii) For purposes of any optional benefit rider, the amount you withdraw will have the same effect on the rider's benefit as a withdrawal pursuant to Section 5.01. Therefore, your withdrawal under this Section 7.02 will reduce any guaranteed benefit and the amount withdrawn may be an "excess withdrawal" as described in such rider.
- (iv) if you elect a Period Certain Annuity Benefit, the Period Certain must be at least ten years in duration.

Your request for such a withdrawal does not change the Maturity Date under your Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

[THIS ATTACHMENT IS A PART OF YOUR ENDORSEMENT

ATTACHMENT A

Effect of Death on any Applicable Optional Rider (See Item 4 of this Endorsement)]

[The following text will appear only for Single Owner Contracts with Non-Spousal Beneficiary(ies) when the applicable optional rider has been elected.]

[Single Owner Contract with Non-Spousal Beneficiary(ies):

Reference in this Attachment A to the “Five Year Rule” applies to the Five Year Rule as described in Part 4 of this Endorsement under “OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE – Overview,” and not the Five Year Rule as described under item 5 of this Endorsement (“NQ Beneficiary Continuation Option”) in subsection (viii).]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]
[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider

Upon the death of the Owner, if the Contract is continued under the Five Year Rule described in Item 4, the GMIB terminates and any applicable charge will no longer apply. If your Rider has converted to a Guaranteed Withdrawal Benefit for Life Rider, the provisions applicable to Payment Upon Death under the Rider are fully described therein.]

[Applicable only if the optional Earnings Enhancement Benefit Death Benefit Rider is elected]

[Effect of Death on the Earnings Enhancement Benefit Death Benefit Rider

Upon the death of the Owner, if the Contract is continued under the Five Year Rule described in Item 4, the Earnings Enhancement Benefit amount is added to the Annuity Account Value. Thereafter, the benefit and any applicable charge will no longer apply.]

[The following text will appear only for Single Owner Contracts with Spousal Continuation when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will continue and instead accumulate to the Contract Date Anniversary following the [85th] birthday of the surviving spouse.

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of original Owner and the Owner was [85] or older at death, we will restore the GMDB that you elected. The GMDB will then continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [66] or older for the “Greater of” GMDB or age [81] or older for the HAV GMDB on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death. Its charge (if applicable) will no longer apply and the GMBD ~~is~~ will be adjusted by the dollar amount of any permissible Contributions and on a pro rata basis by any withdrawals. If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the Contract issue date or last reset, as applicable. Contribution and transfer rules shown in the Data Pages will apply to the surviving spouse and the right to make any permissible subsequent Contributions is based on his/her age at the time the Contract is continued.]

[Applicable only if the optional Earnings Enhancement Benefit Death Benefit Rider is elected]

[Effect of Death on the Earnings Enhancement Benefit Death Benefit Rider

The Earnings Enhancement Benefit Death Benefit Increment accrued as of the date we receive due proof of the original Owner’s death will be added to the Annuity Account Value (in addition to any amount of accrued GMDB that is added). If the surviving spouse is age [76] or older on the date of the Owner’s death, the benefit does not remain in effect and the Earnings Enhancement Benefit Death Benefit charge no longer applies. If the Death Benefit is payable under the Contract, the Earnings Enhancement Benefit Death Benefit will also be paid in accordance with its terms. If the surviving spouse elects to continue the Contract and become the sole Owner and is age [75] or younger on the date of the original Owner’s death, then the Earnings Enhancement Benefit Death Benefit rider will remain in effect in accordance with its terms and the following:

The surviving spouse’s age at the Owner’s date of death will determine the Earnings Enhancement Benefit Death Benefit Increment applicable upon the surviving spouse’s death. The Earnings Enhancement Benefit Death Benefit Increment is then frozen on the Contract Date Anniversary following the surviving spouse’s [85]th birthday.

If the Earnings Enhancement Benefit Death Benefit Increment had been frozen because the Owner had attained age [85], we will restore the benefit if the surviving spouse is age [75] or younger as of the date of the Owner’s death.

The total amount of the new Annuity Account Value, including any amounts added because of the GMDB and the Earnings Enhancement Benefit Death Benefit Increment will be the new Earnings Enhancement Benefit Contributions under the Earnings Enhancement Benefit Death Benefit Rider for purposes of the Earnings Enhancement Benefit Death Benefit Increment payable upon the surviving spouse’s death.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider

The GMIB features on the Contract Date are based on the Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, and is age [84] or younger at the time the Owner died, the GMIB crediting continues until the Contract Date Anniversary following the surviving spouse’s [85]th birthday unless the benefit cannot be continued as described below. If the GMIB Rider has been terminated, we do not restore GMIB crediting for the surviving spouse and the GMIB charge no longer applies.

The age and Contract Date Anniversary limitations applicable to exercise of GMIB are based on (i) the surviving spouse’s age at the Owner’s date of death and (ii) the original Contract Date. If the Owner dies and the surviving spouse is age [85] or older or will be over age [85] before the first GMIB exercise date, the benefit does not remain in effect and the charge no longer applies.

If your Rider has converted to a Guaranteed Withdrawal Benefit for Life Rider, the provisions applicable to Payment Upon Death under the Rider are fully described therein.]

[The following text will appear only for Joint Owner Contracts when Spousal Continuation is elected upon death of the older spouse and the applicable optional rider has been elected.]

Joint Owner Contract if Spousal Continuation is elected upon death of the older spouse:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of the older Joint Owner, and the older Joint Owner was age [84] or younger at death, a GMDB that by its terms accumulates to the older Joint Owner’s age [85] will continue and instead accumulate to the Contract Date Anniversary following the [85]th birthday of the surviving spouse.

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of the older Joint Owner and the older Joint Owner was [85] or older at death, we will restore the GMDB that you elected. The GMDB will then continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [66] or older for the “Greater of” GMDB or age [81] or older for the HAV GMDB on the date of the older Joint Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the older Owner’s death. Its charge (if applicable) will no longer apply and the GMDB will be adjusted by the dollar amount of any permissible Contributions and on a pro rata basis by any withdrawals.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit reset, if applicable, will be based on the surviving spouse's age. The next available reset will be based on the Contract issue date or last reset, as applicable. Contribution and transfer rules shown in the Data Pages will apply to the surviving spouse and the right to make any permissible subsequent Contributions is based on his/her age at the time the Contract is continued.]

[Applicable only if the optional Earnings Enhancement Benefit Death Benefit Rider is elected]

[Effect of Death on the Earnings Enhancement Benefit Death Benefit Rider

The Earnings Enhancement Benefit Death Benefit Increment accrued as of the date we receive due proof of the older Joint Owner's death will be added to the Annuity Account Value (in addition to any amount of accrued GMDB that is added). If the surviving Joint Owner is age [76] or older on the date of the older Joint Owner's death, the benefit does not remain in effect and the Earnings Enhancement Benefit Death Benefit charge no longer applies. If the Death Benefit is payable under the Contract, the Earnings Enhancement Benefit Death Benefit will also be paid in accordance with its terms. If the surviving spouse elects to continue the Contract and become the sole Owner and is age [75] or younger on the date of the older Joint Owner's death, then the Earnings Enhancement Benefit Death Benefit rider will remain in effect in accordance with its terms and the following:

The surviving spouse's age at the older Joint Owner's date of death will determine the Earnings Enhancement Benefit Death Benefit Increment applicable upon the surviving spouse's death. The Earnings Enhancement Benefit Death Benefit Increment is then frozen on the Contract Date Anniversary following the surviving spouse's [85]th birthday.

If the Earnings Enhancement Benefit Death Benefit Increment had been frozen because the older Joint Owner had attained age [85], we will restore the benefit if the surviving spouse is age [75] or younger as of the date of the older Joint Owner's death.

The total amount of the new Annuity Account Value, including any amounts added because of the GMDB and the Earnings Enhancement Benefit Death Benefit Increment will be the new Earnings Enhancement Benefit Contributions under the Earnings Enhancement Benefit Death Benefit Rider for purposes of the Earnings Enhancement Benefit Death Benefit Increment payable upon the surviving spouse's death.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit ("GMIB") Rider

The GMIB features on the Contract Date are based on the older Joint Owner's age. If the older Joint Owner dies and the surviving Joint Owner elects to become sole Owner in accordance with the provisions of this benefit, and is age [84] or younger at the time the older Joint Owner died, the GMIB crediting continues until the Contract Date Anniversary following the surviving spouse's [85]th birthday unless the benefit cannot be continued as described below. If the GMIB Rider has been terminated, we do not restore GMIB crediting for the surviving spouse and the GMIB charge no longer applies.

The age and Contract Date Anniversary limitations applicable to exercise of GMIB are based on (i) the surviving spouse's age at the older Joint Owner's date of death and (ii) the original Contract Date. If the older Joint Owner dies and the surviving spouse is age [85] or older or will be over age [85] before the first GMIB exercise date, the benefit does not remain in effect and the charge no longer applies.

If your Rider has converted to a Guaranteed Withdrawal Benefit for Life Rider, the provisions applicable to Payment Upon Death under the Rider are fully described therein.]

[The following text will appear only for Non-Spousal Joint Owner Contracts when the applicable optional rider has been elected.]

[Non-Spousal Joint Owner Contracts:

Reference in this Attachment A to the "Five Year Rule" applies to the Five Year Rule as described in Part 4 of this Endorsement under "OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE – Overview," and not the Five Year Rule as described under item 5 of this Endorsement ("NQ Beneficiary Continuation Option") in subsection (viii).]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit ("GMIB") Rider

Upon the death of the older Joint Owner, if the Contract is continued under the Five Year Rule described in Item 4, the GMIB terminates and any applicable charge will no longer apply.

Upon the death of the younger Joint Owner, if the Contract is continued under the Five Year Rule, if the earliest GMIB Exercise Date, described in the GMIB Rider, is after the end of the period described in the Five Year Rule, the GMIB terminates and any applicable charge will no longer apply.]

[Applicable only if the optional Earnings Enhancement Benefit Death Benefit Rider is elected]

[Effect of Death on the Earnings Enhancement Benefit Death Benefit Rider

Upon the death of the older Joint Owner, if the Contract is continued under the Five Year Rule described in Item 4 of this Endorsement, the Earnings Enhancement Benefit amount is added to the Annuity Account Value. Thereafter, the benefit terminates and any applicable charge will no longer apply.

Upon the death of the younger Joint Owner, if the Contract is continued under the Five Year Rule, the Earnings Enhancement Benefit remains in effect with and any applicable charge. The Earnings Enhancement Benefit becomes payable to the Beneficiary if the older Joint Owner dies during the period described in the Five Year Rule in Item 4 of this Endorsement.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO TRADITIONAL IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an individual retirement annuity Contract which meets the requirements of Section 408(b) of the Code (“IRA Contract”). The tax qualified provisions are being added to the Contract to comply with the requirements of the tax code. Compliance with the tax qualified provisions prevents loss of the advantages of tax deferral and prevents penalties.

This Contract is not offered as an Inherited Traditional IRA.

This IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, this IRA Contract is an annuity Contract that may be used to fund an individual retirement account that meets the requirements of Section 408(a) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner *[Applicable to a trustee or custodial IRA Owner]* [, unless the Owner is a trustee or custodian of an individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Annuitant must be the individual for whose benefit the individual retirement account is maintained. Benefits under this IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-Natural Owners other than a trustee or custodial IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is deleted and replaced by the following:

“Owner” means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed [*Applicable to a trustee or custodial IRA Owner*] [, unless the Owner is a trustee or custodian of an individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[Where the Contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner must be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.

“Required Minimum Distribution Payments” means the payments from or with respect to this IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules.”

PART III – CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

“SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS”

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

The initial Contribution to this IRA Contract must be a rollover contribution or a direct transfer contribution described in paragraph (b) below. We do not offer this IRA Contract to fund employer-sponsored “Simplified Employee Pension” (“SEP”) plans described in Section 408(k) of the Code or SIMPLE IRA plans described in Section 408(p) of the Code, so we do not accept contributions under those plans. We do not offer this IRA Contract as an Inherited IRA Contract so we do not accept direct transfer contributions from the Traditional IRA of a deceased IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) “Regular” traditional IRA Contributions; Maximum Permissible Amount

General. Except in the case of a “rollover contribution” or a “direct transfer” contribution described in paragraph (b) below, or except as noted under “Age 50”+ and “Temporary or specially directed rules” below in this paragraph (a), the total of “regular” Traditional IRA contributions described in Section 219 of the Code will not exceed \$5,000 for any taxable year. This \$5,000 annual dollar limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments will be in multiples of \$500.

Age 50+. If you are age 50 or older, the annual dollar limit on regular contributions is increased by \$1,000 for any taxable year.

Temporary or specially directed rules. You may make additional contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional contributions.

(b) Rollover and Direct Transfer Contributions

A “rollover contribution” is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A “direct transfer” contribution is the transfer of amounts to this Contract directly from a traditional individual retirement account or another Traditional Individual Retirement Annuity Contract which meets the requirements of Section 408 of the Code.

(c) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer’s SIMPLE IRA plan.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules".

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

- (1) If you are married at your death, the person named as sole Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit is payable until after your surviving spouse's death.
- (2) If the "Beneficiary Continuation Option" described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election must be made no later than the Payment Transaction Date. ***[Applicable if an optional rider is elected]*** [If you have elected an optional benefit rider under the Contract, the eligibility rules applicable to optional benefits under Spousal Continuation in Attachment A supplement this paragraph.]

Upon your surviving spouse's election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. If the Annuity Account Value is greater than the Guaranteed Minimum Death Benefit, we do not reset the Guaranteed Minimum Death Benefit for the surviving spouse.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider have been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in "Effect of Death on any Applicable Optional Rider", See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the "Beneficiary" Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a "see-through trust". A "see-through trust" is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

- (a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.
- (b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the "Beneficiary" Section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in

Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).
- (c) If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.
- (d) The Continuation Beneficiary may transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.
- (e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- (f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).
- (g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your traditional individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death) in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.
- (h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;
- (i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).

PART VII - ANNUITY BENEFITS *is changed to:*

“ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS”

The following new Section is added at the end of Part VII:

SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES

This Contract is subject to the “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

Subsection A below describes the Required Minimum Distributions to be made during your lifetime. Subsection B below describes the Required Minimum Distributions to be made after your death, if you die before your entire interest in this Contract is distributed to you. The Required Minimum Distribution rules may be satisfied by either electing an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest in this Contract, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this Contract may be made from this Contract or from another individual retirement arrangement that you maintain, pursuant to Treasury Regulation Section 1.408-8. If you do not take lifetime Required Minimum Distribution payments from this Contract, we will assume that you are taking them from another individual retirement arrangement that you maintain.

For purposes of both the “lifetime” Required Minimum Distribution rules and the Required Minimum Distribution rules after death, the following definitions and conditions apply:

Your “entire interest” in this Contract for purposes of the Required Minimum Distribution Rules. Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this IRA Contract, such as guaranteed death benefits.

Required Beginning Date. Your “Required Beginning Date” is the first day of April following the calendar year in which you attain age 70 1/2. This is the latest date when your lifetime Required Minimum Distribution payments with respect to this Contract can start.

A. Required Minimum Distribution Rules -Payments During Your Life

Notwithstanding any provision of this Contract to the contrary, the distribution of your entire interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized the distribution of your interest in this Contract must satisfy the requirements of Section 408(a)(6) of the Code and the Regulations thereunder.

Your entire interest in this Contract will be distributed or begin to be distributed no later than your Required Beginning Date defined above. Your entire interest may be distributed, as you elect, over (a) your life, or the lives of you and your designated Beneficiary, or (b) a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your designated Beneficiary.

These "lifetime" Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As A-1, A-4 and A-14 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A A-2 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation.

The distribution periods described in the second preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation.

The first lifetime Required Minimum Distribution payment can be made as late as April 1 of the year following the year you attain age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

B. Required Minimum Distribution Rules – Payments After Your Death

(a) Death On or After Lifetime Required Minimum Distribution Payments Begin. If you die on or after lifetime Required Minimum Distribution payments begin, any remaining portion of your interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

(b) Death Before Lifetime Required Minimum Distribution Payments Begin. If you die before lifetime Required Minimum Distribution payments begin, your entire interest in this Contract will be distributed at least as rapidly as follows:

- (1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below.
- (2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's

designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

- (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Subsection B and reduced by 1 for each subsequent year.

(c) If the sole designated Beneficiary is your surviving spouse, and the Spousal Continuation option described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until your surviving spouse's Required Beginning Date for lifetime Required Minimum Distributions described above in Subsection A of this Section, or your surviving spouse's death if earlier.

(d) For purposes of paragraphs (a) and (b) of this Subsection B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in Subsection A of this Section or, if applicable, on the date distributions are required to begin to the surviving spouse under this Subsection B, paragraph (b)(2) above. However, if distributions start on an irrevocable basis (except for acceleration) under an annuity Contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

(e) Potential aggregation with your other traditional individual retirement arrangements. In the circumstances described in this paragraph (e), a Beneficiary who is also your designated beneficiary under at least one other of your traditional individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (b)(1) or (b)(2) of this Subsection B above for the Beneficiary's portion of the entire interest in this IRA Contract from another of your traditional individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other traditional individual retirement arrangements.

This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of your entire interest in this Contract under this Subsection B, paragraph (b)(3) above.

The post-death Required Minimum Distribution must be calculated separately for each traditional IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's traditional IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in IRAs that the Beneficiary holds as the IRA owner or as the beneficiary of another decedent. Distributions from Section 403(b) Contracts or accounts will not satisfy the distribution requirements from traditional IRAs. Distributions from Roth IRAs will not satisfy the distribution requirements applicable to traditional IRAs or section 403(b) accounts or Contracts and distributions from IRAs or section 403(b) Contracts or accounts will not satisfy the distribution requirements from Roth IRAs.

PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as an individual retirement annuity under Section 408(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity Contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is deleted and replaced by the following:

The Ownership of this IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner may be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is deleted and replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice-President,
Secretary and Associate General Counsel]

[THIS ATTACHMENT IS A PART OF YOUR ENDORSEMENT

ATTACHMENT A

Effect of Death on any Applicable Optional Rider (See Item 3 of this Endorsement)]

[The following text will appear only for Single Owner Contracts when Spousal Continuation and the applicable optional rider have been elected.]

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will continue and instead accumulate to the Contract Date Anniversary following the [85th] birthday of the surviving spouse.

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of original Owner and the Owner was [85] or older at death, we will restore the GMDB that you elected. The GMDB will then continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [66] or older for the “Greater of” GMDB or age [81] or older for the HAV GMDB on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death. Its charge (if applicable) will no longer apply and the GMBD will be adjusted by the dollar amount of any permissible Contributions and on a pro rata basis by any withdrawals.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the Contract issue date or last reset, as applicable. Contribution and transfer rules shown in the Data Pages will apply to the surviving spouse and the right to make any permissible subsequent Contributions is based on his/her age at the time the Contract is continued.]

[Applicable only if the optional Earnings Enhancement Benefit Death Benefit Rider is elected]

[Effect of Death on the Earnings Enhancement Benefit Death Benefit Rider

The Earnings Enhancement Benefit Death Benefit Increment accrued as of the date we receive due proof of the original Owner’s death will be added to the Annuity Account Value (in addition to any amount of accrued GMDB that is added). If the surviving spouse is age [76] or older on the date of the Owner’s death, the benefit does not remain in effect and the Earnings Enhancement Benefit Death Benefit charge no longer applies. If the Death Benefit is payable under the Contract, the Earnings Enhancement Benefit Death Benefit will also be paid in accordance with its terms. If the surviving spouse elects to continue the Contract and become the sole Owner and is age [75] or younger on the date of the original Owner’s death, then the Earnings Enhancement Benefit Death Benefit rider will remain in effect in accordance with its terms and the following:

The surviving spouse's age at the Owner's date of death will determine the Earnings Enhancement Benefit Death Benefit Increment applicable upon the surviving spouse's death. The Earnings Enhancement Benefit Death Benefit Increment is then frozen on the Contract Date Anniversary following the surviving spouse's [85]th birthday.

If the Earnings Enhancement Benefit Death Benefit Increment had been frozen because the Owner had attained age [85], we will restore the benefit if the surviving spouse is age [75] or younger as of the date of the Owner's death.

The total amount of the new Annuity Account Value, including any amounts added because of the GMDB and the Earnings Enhancement Benefit Death Benefit Increment will be the new Earnings Enhancement Benefit Contributions under the Earnings Enhancement Benefit Death Benefit Rider for purposes of the Earnings Enhancement Benefit Death Benefit Increment payable upon the surviving spouse's death.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit ("GMIB") Rider]

The GMIB features on the Contract Date are based on the Owner's age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, and is age [84] or younger at the time the Owner died, the GMIB crediting continues until the Contract Date Anniversary following the spouse's [85]th birthday unless the benefit cannot be continued as described below. If the GMIB Rider has been terminated, we do not restore GMIB for the surviving spouse and the GMIB charge no longer applies.

The age and Contract Date Anniversary limitations applicable to exercise of GMIB are based on (i) the surviving spouse's age at the Owner's date of death and (ii) the original Contract Date. If the surviving spouse is age [85] or older or will be over age [85] before the first GMIB exercise date, the benefit does not remain in effect and the charge no longer applies.

If your Rider has converted to a Guaranteed Withdrawal Benefit for Life Rider, the provisions applicable to Payment Upon Death under the Rider are fully described therein.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO ROTH IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as a Roth Individual Retirement Annuity Contract which meets the requirements of Sections 408A(b) and 408(b) of the Code (“Roth IRA Contract”). The tax qualified provisions are being added to the Contract to comply with the requirements of the tax code. Compliance with the tax qualified provisions prevents loss of the advantages of tax deferral and prevents penalties.

This Contract is not offered as an Inherited Roth IRA.

This Roth IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this Roth IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, this Roth IRA Contract is an annuity Contract that may be used to fund a Roth IRA that meets the requirements of Sections 408(a) and 408A(b) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial Roth Individual Retirement Account prevails during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner ***[Applicable to a trustee or custodial Roth IRA Owner]*** [, unless the Owner is a trustee or custodian of a Roth IRA under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth IRA under Sections 408(a) and 408A(b) of the Code, the Annuitant must be the individual for whose benefit the Roth IRA is maintained. Benefits under this Roth IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners other than a trustee or custodial Roth IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is deleted and replaced by the following:

“Owner” means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed [*Applicable to a trustee or custodial Roth IRA Owner*] [, unless the Owner is a trustee or custodian of a Roth IRA under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[Where the Contract is purchased to fund a Roth IRA under Sections 408(a) and 408A(b) of the Code, the Owner must be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth IRA is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth IRA under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth IRA under Sections 408(a) and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.

“Required Minimum Distribution Payments ” means the payments from or with respect to this Roth IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules--Payments After Your Death.”

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

“SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS”

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

Except as otherwise indicated in this Section or the Data Pages, we will accept the following types of Contributions, discussed below, to this Roth IRA Contract: (i) "regular" Roth IRA contributions; (ii) rollover Contributions from another Roth IRA; (iii) "conversion" rollover contributions from a "traditional" IRA (also referred to as a "non-Roth IRA"), or another source of conversion rollover contributions as described below; or (iv) direct custodian-to-custodian transfers from another Roth IRA or another Roth individual annuity Contract which meets the requirements of Sections 408 and 408A of the Code.

The initial Contribution to this Roth IRA Contract must be a rollover contribution described in paragraph (d) below or a direct transfer contribution described in paragraph (e) below.

We do not offer this Roth IRA Contract as an Inherited Roth IRA Contract so we do not accept direct transfer contributions from the Roth IRA of a deceased Roth IRA Owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) Regular Roth IRA Contributions; Maximum Permissible Amount

Except in the case of a direct custodian-to-custodian transfer from another Roth IRA, a "qualified rollover contribution" or a "recharacterization" as defined below in this Section, the total of "regular" Roth IRA contributions to all your Roth IRAs for a taxable year does not exceed the "applicable amount" as defined below in this Section, or your "compensation" as defined below in this Section, if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the "applicable amount" or your "compensation" is referred to as a "regular" Roth IRA contribution. Contributions may be limited under paragraphs (c) through (i) of this Section below. Additional amounts may be contributed under "Temporary or specially directed rules" below in paragraph (b-1).

(b) Regular Roth IRA Contributions; Applicable Amount

If you are under age 50, the applicable amount is \$5,000 for any taxable year. If you are age 50 or older, the applicable amount is \$6,000 for any taxable year.

These limits will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments will be in multiples of \$500.

(b-1) Temporary or specially directed rules. You may make additional regular Roth IRA contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional regular Roth IRA contributions.

(c) Regular Roth IRA Contribution Limits Based on Modified Adjusted Gross Income

If paragraph (c)(i) and/or (c)(ii) of this Section apply, the maximum regular contribution that can be made to all your Roth IRAs for a taxable year is the smaller amount determined under paragraph (c)(i) or (c)(ii) of this Section.

(i) The maximum regular Roth IRA contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," described in paragraph (h) of this Section below) in accordance with the following table:

Filing Status	Full Contribution	Phase-Out Range	No Contribution
Modified AGI			
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,00 and \$160,000	\$160,000 or more
Married – Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If your modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. The dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 408A(c)(3) of the Code. Such adjustments will be in multiples of \$1,000.

(ii) If you make regular contributions to both Roth and traditional IRAs for a taxable year, the maximum regular contribution that can be made to all your Roth IRAs for that taxable year is reduced by the regular contributions made to your traditional IRAs for the taxable year.

(d) “Qualified Rollover” or “Conversion Rollover” Contributions

A “qualified rollover contribution” is a rollover contribution of a distribution from an eligible retirement plan described in Section 402(c)(8)(B) of the Code. If the distribution is from an IRA, the rollover must meet the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) of the Code does not apply if the rollover contribution is from a traditional IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements one of the following applicable Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A qualified rollover contribution also includes (i) and (ii) below.

(i) All or part of a military death gratuity or servicemembers’ group life insurance (“SGLI”) payment may be contributed if the contribution is made within one (1) year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Section 408(d)(3)(B) of the Code.

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

(e) Direct Transfer Contributions

A “direct transfer” contribution is the transfer of amounts to this Contract directly from a Roth IRA or another Roth individual retirement annuity Contract which meets the requirements of Sections 408 and 408A(b) of the Code.

(f) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer’s SIMPLE IRA plan.

(g) Recharacterization

A regular contribution to a traditional IRA may be recharacterized pursuant to the rules in Treasury Regulation Section 1.408A-5, or any successor Regulation, as a regular contribution to this Roth IRA, subject to the limits in paragraph (c) of this Section above.

(h) Modified AGI

For purposes of paragraph (c) of this Section above, an individual's modified AGI for a taxable year is defined in Section 408A(c)(3)(B)(i) of the Code and does not include any amount included in adjusted gross income as a result of a “conversion rollover” (a rollover from an eligible retirement plan other than a Roth IRA).

(i) Definition of Compensation for Purposes of Regular Roth IRA Contributions

For purposes of paragraph (a) of this Section above, “compensation” is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in Section 1402(c)(6) of the Code. Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Section 112 of the Code). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in Section 71(b)(2)(A) of the Code. If you are married and file a joint Federal income tax return with your spouse, and if your spouse has greater compensation than you do, you may treat your spouse's compensation as your own compensation, but only to the extent that your spouse’s compensation is not being used for purposes of the spouse making an IRA contribution. The term “compensation” also includes any differential wage payments as defined in Section 3401(h)(2) of the Code.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules--Payments After Your Death."

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

- (1) If you are married at your death, the person named as sole Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit is payable until after your surviving spouse's death.
- (2) If the "Beneficiary Continuation Option" described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election must be made no later than the Payment Transaction Date. ***[Applicable if an optional rider is elected]*** [If you have elected an optional benefit rider under the Contract, the eligibility rules applicable to optional benefits under Spousal Continuation in Attachment A supplement this paragraph.]

Upon your surviving spouse's election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. If the Annuity Account Value is greater than the Guaranteed Minimum Death Benefit, we do not reset the Guaranteed Minimum Death Benefit for the surviving spouse.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider have been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in "Effect of Death on any Applicable Optional Rider", See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the "Beneficiary" Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a "see-through trust". A "see-through trust" is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

- (a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.

- (b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the "Beneficiary" Section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in the Section, "Required Minimum Distribution Rules–Payments After Your Death".
- (c) If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.
- (d) The Continuation Beneficiary may transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.
- (e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- (f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in the Section, "Required Minimum Distribution Rules–Payments After Your Death".
- (g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your Roth individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in the Section, "Required Minimum Distribution Rules–Payments After Your Death", in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.
- (h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;
- (i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (1) or (2) of the Section, "Required Minimum Distribution Rules–Payments After Your Death".

PART VII - ANNUITY BENEFITS *is changed to:*

“ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS”

The following new Section is added at the end of Part VII:

SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES--PAYMENTS AFTER YOUR DEATH

This Contract is subject to the “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

No amount is required to be distributed prior to your death.

Notwithstanding any provision of this Contract to the contrary, the distribution of your interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized, distribution of your “entire interest” in this Contract, described below in this Section, must satisfy the requirements of Section 408(a)(6) of the Code, as modified by Section 408A(c)(5) of the Code, and the Treasury Regulations thereunder.

Upon your death your entire interest in this Contract will be distributed at least as rapidly as follows:

- (1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section.
- (2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

- (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) in this Section above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (1) or (2) in this Section above and reduced by 1 for each subsequent year.

Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this Roth IRA Contract, such as guaranteed death benefits.

For purposes of paragraph (2) above, required distributions are considered to begin commence on the date distributions are required to begin to your surviving spouse under paragraph (2). However, if distributions start on an irrevocable basis (except for acceleration) under an annuity Contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

If the sole designated Beneficiary is your surviving spouse, and Spousal Continuation option described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until after your surviving spouse's death.

Potential aggregation with your Roth individual retirement arrangements. In the circumstances described in this paragraph, a Beneficiary who is also your designated beneficiary under at least one other of your Roth individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (1) or (2) of this Section above for the Beneficiary's portion of the entire interest in this Roth IRA Contract from another of your Roth individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other Roth individual retirement arrangements. This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of the portion of the entire interest in this Contract under paragraph (3) of this Section above. The post-death Required Minimum Distribution must be calculated separately for each Roth IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's Roth IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in Roth IRAs that the Beneficiary holds as the Roth IRA Owner or as the beneficiary of another decedent. Distributions from traditional IRAs will not satisfy the distribution requirements applicable to Roth IRAs or section 403(b) accounts or Contracts and distributions from Roth IRAs or section 403(b) Contracts or accounts will not satisfy the distribution requirements from traditional IRAs.

PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as a Roth individual retirement annuity under Sections 408(b) and 408A(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity Contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is deleted and replaced by the following:

The Ownership of this Roth IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund a Roth IRA under Sections 408(a) and 408A(b) of the Code, the Owner may be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth IRA is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth IRA under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth IRA under Sections 408(a) of the Code and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is deleted and replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

[THIS ATTACHMENT IS A PART OF YOUR ENDORSEMENT

ATTACHMENT A

Effect of Death on any Applicable Optional Rider (See Item 3 of this Endorsement)]

[The following text will appear only for Single Owner Contracts when Spousal Continuation and the applicable optional rider have been elected.]

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will continue and instead accumulate to the Contract Date Anniversary following the [85th] birthday of the surviving spouse.

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of the original Owner and the Owner was [85] or older at death, we will restore the GMDB that you elected. The GMDB will then continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [66] or older for the “Greater of” GMDB or age [81] or older for the HAV GMDB on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death. Its charge (if applicable) will no longer apply and the GMBD will be adjusted by the dollar amount of any permissible Contributions and on a pro rata basis by any withdrawals.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the Contract issue date or last reset, as applicable. Contribution and transfer rules shown in the Data Pages will apply to the surviving spouse and the right to make any permissible subsequent Contributions is based on his/her age at the time the Contract is continued.]

[Applicable only if the optional Earnings Enhancement Benefit Death Benefit Rider is elected]

[Effect of Death on the Earnings Enhancement Benefit Death Benefit Rider

The Earnings Enhancement Benefit Death Benefit Increment accrued as of the date we receive due proof of the original Owner’s death will be added to the Annuity Account Value (in addition to any amount of accrued GMDB that is added). If the surviving spouse is age [76] or older on the date of the Owner’s death, the benefit does not remain in effect and the Earnings Enhancement Benefit Death Benefit charge no longer applies. If the Death Benefit is payable under the Contract, the Earnings Enhancement Benefit Death Benefit will also be paid in accordance with its terms. If the surviving spouse elects to continue the Contract and become the sole Owner and is age [75] or younger on the date of the original Owner’s death, then the

Earnings Enhancement Benefit Death Benefit rider will remain in effect in accordance with its terms and the following:

The surviving spouse's age at the Owner's date of death will determine the Earnings Enhancement Benefit Death Benefit Increment applicable upon the surviving spouse's death. The Earnings Enhancement Benefit Death Benefit Increment is then frozen on the Contract Date Anniversary following the surviving spouse's [85]th birthday.

If the Earnings Enhancement Benefit Death Benefit Increment had been frozen because the Owner had attained age [85], we will restore the benefit if the surviving spouse is age [75] or younger as of the date of the Owner's death.

The total amount of the new Annuity Account Value, including any amounts added because of the GMDB and the Earnings Enhancement Benefit Death Benefit Increment will be the new Earnings Enhancement Benefit Contributions under the Earnings Enhancement Benefit Death Benefit Rider for purposes of the Earnings Enhancement Benefit Death Benefit Increment payable upon the surviving spouse's death.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit ("GMIB") Rider]

The GMIB features on the Contract Date are based on the Owner's age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, and is age [84] or younger at the time the Owner died, the GMIB crediting continues until the Contract Date Anniversary following the surviving spouse's [85]th birthday unless the benefit cannot be continued as described below. If the GMIB Rider has been terminated, we do not restore GMIB for the surviving spouse and the GMIB charge no longer applies.

The age and Contract Date Anniversary limitations applicable to exercise of GMIB are based on (i) the surviving spouse's age at the Owner's date of death and (ii) the original Contract Date. If the Owner dies and the surviving spouse is age [85] or older or will be over age [85] before the first GMIB exercise date, the benefit does not remain in effect and the charge no longer applies.

If your Rider has converted to a Guaranteed Withdrawal Benefit for Life Rider, the provisions applicable to Payment Upon Death under the Rider are fully described therein.]

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AXA EQUITABLE

Express Mail:

AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619

For Assistance, please call **888-517-9900**

www.axa-equitable.com

CONTRACT SPECIFICS

1. Contract Series and Type

A. Choose a Contract Series:

- Series availability varies and is subject to state approval.

Series B **Series L** **Series CP®**

B. Choose a Contract Type.

Available for All Series

- Non-Qualified
- Traditional IRA
- Roth IRA
- Qualified Plan Defined Contribution (DC)
- Qualified Plan Defined Benefit (DB)

NOT available for Series CP®.

- Inherited IRA BCO¹ (Direct Transfer of Decedent IRA)
- Inherited Roth IRA BCO¹ (Direct Transfer of Decedent Roth IRA)
- Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹
- Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO¹

C. Total Initial Contribution(s): \$ _____

Please review your prospectus to determine the minimum contribution requirements.

Specify Method(s) of Payment:

- | | |
|--|--|
| <input type="checkbox"/> Check or Wire | <input type="checkbox"/> Rollover from eligible retirement plan (IRA or Roth) |
| <input type="checkbox"/> 1035 Exchange (from Single Owner Contract, NQ only) | <input type="checkbox"/> IRA Regular Contribution for the year 20__
(IRA or Roth) |
| <input type="checkbox"/> 1035 Exchange (from Joint Owner Contract, NQ only) | <input type="checkbox"/> Direct Rollover (Non-Spousal Beneficiary QP to
Inherited IRA only) ¹ (Not available for Series CP®) |
| <input type="checkbox"/> CD or Mutual Fund Proceeds (NQ only) | <input type="checkbox"/> Direct Rollover (Non-Spousal Beneficiary QP to an
Inherited Roth IRA) ¹ (Not available for Series CP®) |
| <input type="checkbox"/> Direct Transfer (IRA or Roth) | |

¹ GMIB is not available.

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104



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AXA Distributors, LLC

Cat. No. 150628 All Series
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2. Account Registration (Please print)

A. Owner (Must be legal resident of US.)

- Individual Trust Qualified Plan Trust (DC/DB) UGMA/UTMA (State _____ Child's SSN _____)
- Custodian (IRA/Roth) Other Non-Natural Owner Beneficiary of Deceased IRA Owner¹
- Non-Spousal Beneficiary of Deceased QP Participant¹
- Male Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name _____
(First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) SSN EIN ITIN _____

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code
If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 4.

Email Address _____

¹ Not available for Series CP®.

Patriot Act Information¹

- 1. Are you a US Citizen? (If "Yes" proceed to question 3.) Yes No
- 2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act permits you to purchase this annuity? (Please attach proper documentation.) Yes No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.)

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) Valid Driver's License Passport State Issued ID

Identification Number _____ Exp. Date (mm/dd/yyyy) _____

¹The annuitant must complete this section if the owner is not an individual.

B. Joint Owner (Must be legal resident of US.)

- The individual designated below is the Joint Owner.

Male Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) SSN ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

Email Address _____

Joint Owner Form of Identification (Please check one.) Valid Driver's License Passport State Issued ID

Identification Number _____ Exp. Date (mm/dd/yyyy) _____

4. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 8 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

A. Guaranteed Minimum Income Benefit (GMIB)¹

- STOP** Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section.
- GMIB is declined unless “Yes” is checked below.
 - Owner issue ages 20–80² (If the Owner’s issue age is [66] or older, only the Highest Anniversary Value GMDB and the Return of Principal GMDB are available.)
 - The maximum Owner issue age for the “Greater of” GMDB in A1 and A2 below is age [65.]

There are two rollup rates associated with the GMIB and the rollup benefit base of the “Greater of” GMDB. The Deferral Rollup rate of [5%] is applicable until the contract year in which you begin taking withdrawals from the contract. If withdrawals begin after the contract date anniversary when the Owner is age [64], the Annual Rollup rate will be [5%]. If withdrawals begin on or prior to the contract date anniversary when the Owner is age [64], the Annual Rollup rate will be [4%].

You may ONLY pick GMIB I—Asset Allocation or GMIB II—Custom Selection, not both.

1. GMIB I—Asset Allocation

- If you elect GMIB I, you must elect Option A in Section 7.

Choose One: (If the Owner’s issue age is [66] or older, only the Highest Anniversary Value GMDB and the Return of Principal GMDB are available.)

- Yes, I wish to elect GMIB I and “Greater of” GMDB I
 Yes, I wish to elect GMIB I and Highest Anniversary Value to Age [85] GMDB
 Yes, I wish to elect GMIB I and Return of Principal GMDB³

2. GMIB II—Custom Selection

- If you elect GMIB II, you can elect either Option A or B in Section 7.

Choose One: (If the Owner’s issue age is [66] or older, only the Highest Anniversary Value GMDB and the Return of Principal GMDB are available.)

- Yes, I wish to elect GMIB II and “Greater of” GMDB II
 Yes, I wish to elect GMIB II and Highest Anniversary Value to Age [85] GMDB
 Yes, I wish to elect GMIB II and Return of Principal GMDB³

B. Guaranteed Minimum Death Benefit (GMDB)

- STOP** If you elected GMIB do not complete this section.
- If you did not elect GMIB, this section is MANDATORY.
 - For Owner issue ages [81–85], the Contract will be issued with Return of Principal GMDB.
 Return of Principal GMDB³— Owner issue ages 0–[85]
 Highest Anniversary Value – Owner issue ages 0–[80]

C. Earnings Enhancement Benefit (EEB)

EEB is declined unless “Yes” is checked below.

- Yes, I wish to elect the EEB⁴ – Owner issue ages 0–[75]

5. Annual Reset Election

If you elected GMIB I or GMIB II in section 4A, your contract will automatically issue with the Automatic Reset program. The Automatic Reset program resets my GMIB and if elected “Greater of” GMDB each year that I am eligible. To opt out of the Automatic Reset Program, please check the box below.

I decline the Automatic Reset Program.

Or to elect a Customized Reset Program, check the box below.

Customized Reset Program Reset my GMIB and if elected “Greater of” GMDB each year up to and including the contract anniversary date in the year _____ only. I understand that resets will only occur during this time period if I am eligible.
(yyyy)

Resets will occur automatically unless such automatic resets are or have been terminated. The reset will result in a new wait period to exercise the GMIB of up to the later of [10 years] or the original exercise date, but not later than age [85].

¹ Not available for Inherited IRA/Inherited Roth IRA.

² The maximum issue age for Series CP® is [70], therefore any references to Owner issue ages [71] and older do not apply.

³ There is no charge for the Return of Principal death benefit.

⁴ Not available for Qualified Plan Defined Benefit or Qualified Plan Defined Contribution.

6. Special Dollar Cost Averaging Programs

- If you elect a Special DCA program below, you must allocate 100% of your initial contribution to that Special DCA program. You must also choose the Investment Options in Section 7 to which amounts will be transferred from the Special DCA Account.
- All future contributions will be allocated according to the percentages below unless instructed otherwise by you.
- Contributions received after the Special DCA program terminates will be allocated to the Investment Options according to the instructions below.

Check box for one time period.

3 months 6 months 12 months

- Special DCA – Applies if Series B or Series L is elected in Section 1.
- Special Money Market DCA – Applies if Series CP® is elected in Section 1.
- You may have one DCA program in effect at any given time.

7. Investment Selection

Contribution Allocation – You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation Column, which must total 100%. All future contributions will be allocated according to the percentage below unless instructed otherwise by you.

Option A-Asset Allocation:

If GMIB I, Asset Allocation was elected you **MUST** choose Option A.

If GMIB II, Custom Selection was elected you may choose either Option A below or Option B on page 6.

**Contribution
Allocation %
(Required)**

Fixed Account — Percentages must be whole numbers

_____ % Guaranteed Interest Option (GIO)
The maximum allocation to GIO is 25% of your Contribution.

Variable Investment Options — Percentages must be whole numbers

Asset Allocation

_____ % AXA Balanced Strategy
 _____ % AXA Conservative Growth Strategy
 _____ % AXA Conservative Strategy
 _____ % AXA Growth Strategy
 _____ % AXA Moderate Growth Strategy
 _____ % EQ/AllianceBernstein Dynamic Wealth Strategies
 _____ % EQ/Money Market
 100%
 TOTAL

Option B-Custom Selection:

- Percentages must be whole numbers.
- Under Option B, your account value is automatically rebalanced to these allocations quarterly, based on your Contract Year.
- Option B is not available if you elected GMIB I – Asset Allocation in Section 4.

Contribution Allocation % (Required)

Category 1:

Fixed Income – You must allocate at least 30% of your Contribution to this Investment Option Category.

* You may not allocate more than 30% to this fund.

- _____ % EQ/Core Bond Index
- _____ % EQ/Intermediate Government Bond
- _____ % EQ/Money Market*
- _____ % EQ/Quality Bond PLUS
- _____ % Multimanager Core Bond

Category 2:

Asset Allocation/Indexed – You may allocate up to 70% of your Contribution to this Investment Option Category. You must allocate at least 20% of your Contribution to this Investment Option Category if you select funds within Category 3 or Category 4.

* You may not exceed 40% per fund.

- _____ % AXA Balanced Strategy
- _____ % AXA Conservative Growth Strategy
- _____ % AXA Conservative Strategy
- _____ % AXA Growth Strategy
- _____ % AXA Moderate Growth Strategy
- _____ % AXA Tactical Manager 400*
- _____ % AXA Tactical Manager 500*
- _____ % AXA Tactical Manager 2000*
- _____ % AXA Tactical Manager International*
- _____ % EQ/AllianceBernstein Dynamic Wealth Strategies

Category 3:

Core Diversified – You may allocate up to 50% of your Contribution to this Investment Option Category. You may not exceed 25% per fund within this category.

You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % EQ/AXA Franklin Small Cap Value Core
- _____ % EQ/Equity Growth PLUS
- _____ % EQ/Franklin Core Balanced
- _____ % EQ/Franklin Templeton Allocation
- _____ % EQ/Global Bond PLUS
- _____ % EQ/Global Multi-Sector Equity
- _____ % EQ/International Core PLUS

Contribution Allocation % (Required)

Category 3 (continued):

- _____ % EQ/Large Cap Core PLUS
- _____ % EQ/Large Cap Growth PLUS
- _____ % EQ/Large Cap Value PLUS
- _____ % EQ/Mid Cap Value PLUS
- _____ % EQ/Mutual Large Cap Equity
- _____ % EQ/Templeton Global Equity
- _____ % Multimanager Aggressive Equity
- _____ % Multimanager International Equity
- _____ % Multimanager Large Cap Core Equity
- _____ % Multimanager Large Cap Value
- _____ % Multimanager Mid Cap Growth
- _____ % Multimanager Mid Cap Value
- _____ % Multimanager Multi-Sector Bond
- _____ % Multimanager Small Cap Growth
- _____ % Multimanager Small Cap Value

Category 4:

Manager Select – You may allocate up to 25% of your contribution to this Investment Option Category. You may not exceed 15% per fund within this Category.

You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % EQ/AllianceBernstein Small Cap Growth
- _____ % EQ/Boston Advisors Equity Income
- _____ % EQ/Calvert Socially Responsible
- _____ % EQ/Capital Guardian Research
- _____ % EQ/Davis New York Venture
- _____ % EQ/JPMorgan Value Opportunities
- _____ % EQ/Lord Abbett Large Cap Core
- _____ % EQ/MFS International Growth
- _____ % EQ/Montag & Caldwell Growth
- _____ % EQ/Morgan Stanley Mid Cap Growth
- _____ % EQ/Oppenheimer Global
- _____ % EQ/PIMCO Ultra Short Bond
- _____ % EQ/T. Rowe Price Growth Stock
- _____ % EQ/UBS Growth and Income
- _____ % EQ/Van Kampen Comstock
- _____ % EQ/Wells Fargo Omega Growth
- _____ % Multimanager Technology

OPTION B TOTALS – MUST EQUAL 100%

_____ % + _____ % + _____ % + _____ % = 100 %
 Category 1 Category 2 Category 3 Category 4 TOTAL

8. Broker Transfer Authority Disclosure

Yes. I have given authority to my Registered Representative to act as my agent and provide to AXA Equitable Investment Option transfer instructions by telephone or electronically, and I hereby authorize AXA Equitable to act on such instructions. I understand and acknowledge that AXA Equitable (i) may rely in good faith on the stated identity of the person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as we receive written notification in our processing office that broker transfer authority has been terminated. Upon receipt of such notification, AXA Equitable will terminate the Registered Representatives ability to provide transfer instructions on your behalf. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

9. Current Insurance

- 1 Do you have any other existing life insurance or annuities? **Yes** **No**
- 2 Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? **Yes** **No**

If **Yes** to question number 2, complete the following

Company	Type of Plan	Year Issued	Certificate/Contract Number

10. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the enrollment form/application in a different state. **If you are signing this enrollment form/application in a state other than your state of primary residence, check one box below:**

- I have a second residence where the enrollment form/application was signed (the state of sale) or
- I work or conduct business in the state where the enrollment form/application was signed (the state of sale)

If none of the above apply the enrollment form/application must be signed in your state of Primary Residence, unless we approve another state

11. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — PO Box accepted	City	State	Zip Code

12. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties.

13. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- **ACCOUNT VALUE(S) ATTRIBUTABLE TO ALLOCATIONS TO THE VARIABLE INVESTMENT OPTIONS, AND ANY VARIABLE ANNUITY BENEFIT PAYMENTS I MAY ELECT, MAY INCREASE OR DECREASE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.**
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority
- No Registered Representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract
- Fees, Charges and Investment Options vary by Series

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 4 Some elections may not be changed after the Certificate/Contract has been issued to me
- There are additional charges for an optional benefit elected in Section 4
- Withdrawals under the Certificate/Contract may reduce my optional benefit(s)
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only
- Depending on my/our age, a GMIB and GMDB elected in Section 4 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit
- Unless otherwise declined, eligible Certificates/Contracts will automatically issue with the Automatic Reset program The Automatic Reset program resets my GMIB and if elected "Greater of" GMDB Rollup Benefit Base each year that I am eligible Resets will occur automatically unless such automatic resets are or have been terminated The annual reset will result in a new wait period to exercise the GMIB, of up to the later of 10 years or the original exercise date (but not later than age 85) which may be started beginning on each Contract Date Anniversary that the GMIB and if elected "Greater of" GMDB Rollup Benefit Base is reset If my Annuity Account Value does not exceed my GMIB benefit base on any Contract Anniversary, no reset will occur To cancel my reset I must submit a signed and completed reset cancellation request Any such request must be received at AXA Equitable's processing office at least 1 business day prior to the Contract Date Anniversary to which the cancellation applies Requests received after this window will apply the following year I am not able to cancel a reset once it has occurred For jointly owned Certificates/Contracts, eligibility to reset the benefit base is based on the age of the older owner My GMIB benefit can no longer be exercised 30 days after the contract anniversary following my 85th birthday There will be no further roll ups or resets to my GMIB benefit base after that time
- We reserve the right to charge for the Guaranteed Minimum Income Benefit Rider and the "Greater of" Guaranteed Minimum Death Benefit rider up to a maximum rate of 2.30% each if the GMIB I/GMDB I is elected and 2.60% each if GMIB II/GMDB II is elected at any time You will have the option to exercise the GMIB or drop the GMIB and GMDB if a fee increase is imposed If we increase the charge for riders, you may elect to terminate your riders by submitting a written request to our Processing Office

I acknowledge that I have received the most current prospectus for Accumulator After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals

Consent for Delivery of Initial Prospectus on CD-ROM:

Yes. By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information In order to retain the prospectus indefinitely, I understand that I must print it I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service

By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application

X	Proposed Owner's Signature Signed at	City,	State	Date
X	Proposed Annuitant's Signature (if other than Owner) Signed at	City, State		Date
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at	City, State		Date
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at	City, State		Date

14. Registered Representative Section

1. Does the Proposed Owner have any existing life insurance or annuity contracts?¹ Yes No
2. Do you have reason to believe that any existing life insurance or annuity 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 Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)?¹ Yes No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? Yes No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? Yes No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

¹ Please confirm that your response to this question is consistent with the response provided in section 9, Current Insurance.

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X _____
 Primary Registered Representative Signature Social Security Number Rep Code

_____ % () -
 Print Name Phone Number

_____ _____ _____
 Client Account Number Email Address Broker Dealer Location

X _____
 Secondary Registered Representative Signature Social Security Number Rep Code

_____ % () -
 Print Name Phone Number

X _____
 Tertiary Registered Representative Signature Social Security Number Rep Code

_____ % () -
 Print Name Phone Number

Registered Representative Use Only. Contact your home office for program information

- Option I Option II Option III Option IV¹ Option V²

(Once selected, program cannot be changed. Certain commission options may not be available through all selling Broker Dealers. Please check with your Broker Dealer for availability.)

¹ Not applicable to Series CP®

² Applicable to Series B only

ACCUMULATOR®

ALL SERIES

Enrollment Form/Application

Combination fixed and variable annuity

Please make checks payable to:

AXA Equitable

First-Class Mail:

AXA Equitable
Retirement Service Solutions
P.O. Box 1577
Secaucus, NJ 07096-1577



AXA EQUITABLE

Express Mail:

AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619

For Assistance, please call 800-338-3434

www.axa-equitable.com

AXA Advisors, LLC

CONTRACT SPECIFICS

1. Contract Series and Type

A. Choose a Contract Series:

- Series availability varies and is subject to state approval.

Series B Series L Series CP®

B. Choose a Contract Type.

Available for All Series

- Non-Qualified
- Traditional IRA
- Roth IRA
- Qualified Plan Defined Contribution (DC)
- Qualified Plan Defined Benefit (DB)

NOT available for Series CP®.

- Inherited IRA BCO¹ (Direct Transfer of Decedent IRA)
- Inherited Roth IRA BCO¹ (Direct Transfer of Decedent Roth IRA)
- Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹
- Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO¹

C. Total Initial Contribution(s): \$ _____

Please review your prospectus to determine the minimum contribution requirements.

Specify Method(s) of Payment:

- Check or Wire
- 1035 Exchange (from Single Owner Contract, NQ only)
- 1035 Exchange (from Joint Owner Contract, NQ only)
- CD or Mutual Fund Proceeds (NQ only)
- Direct Transfer (IRA or Roth)
- Rollover from eligible retirement plan (IRA or Roth)
- IRA Regular Contribution for the year 20__ (IRA or Roth)
- Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA only)¹ (Not available for Series CP®)
- Direct Rollover (Non-Spousal Beneficiary QP to an Inherited Roth IRA)¹ (Not available for Series CP®)

¹ GMIB is not available.

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104



Cat. No. 150635 All Series

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AXA Advisors, LLC

C. Annuitant (If other than Owner.)¹

Male Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name _____
(First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) SSN EIN ITIN _____

U.S.A. Primary Residential Address only — No P.O. Box Permitted **City** **State** **ZIP Code**

¹Annuitant must complete the Patriot Act Information section if the owner is NOT an individual.

D. Joint Annuitant

• For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

Male Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last) **Taxpayer Identification Number (Please check one.)** SSN ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted **City** **State** **ZIP Code**

3. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Please enter the beneficiaries full name below. Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____ % _____
Primary Beneficiary Name Relationship to Owner¹
 SSN EIN ITIN _____ Date of Birth

Address Phone #

2. _____ % _____
Primary Beneficiary Name Relationship to Owner¹
 SSN EIN ITIN _____ Date of Birth

Address Phone #

3. _____ % _____
Primary Beneficiary Name Relationship to Owner¹
 SSN EIN ITIN _____ Date of Birth

Address Phone #

B. Contingent

1. _____ % _____
Contingent Beneficiary Name Relationship to Owner¹
 SSN EIN ITIN _____ Date of Birth

Address Phone #

2. _____ % _____
Contingent Beneficiary Name Relationship to Owner¹
 SSN EIN ITIN _____ Date of Birth

Address Phone #

3. _____ % _____
Contingent Beneficiary Name Relationship to Owner¹
 SSN EIN ITIN _____ Date of Birth

Address Phone #

¹ Please enter the relationship to the annuitant when the Owner is not an Individual.

4. Optional Benefit Elections

These optional riders are purchased for an additional charge. You should read the prospectus, disclosure on page 8 and applicable supplements for more complete information including the limitations, restrictions, charges and other information that applies to these features before making a selection.

A. Guaranteed Minimum Income Benefit (GMIB)¹

- STOP** Guaranteed Minimum Income Benefit (GMIB) and Guaranteed Minimum Death Benefit (GMDB) elections are made in this section.
- GMIB is declined unless "Yes" is checked below.
 - Owner issue ages 20-80² (If the Owner's issue age is 66 or older, only the Highest Anniversary Value GMDB and the Return of Principal GMDB are available.)
 - The maximum Owner issue age for the "Greater of" GMDB in A1 and A2 below is age 65.

There are two rollup rates associated with the GMIB and the rollup benefit base of the "Greater of" GMDB. The Deferral Rollup rate of 5% is applicable until the contract year in which you begin taking withdrawals from the contract. If withdrawals begin after the contract date anniversary when the Owner is age 64, the Annual Rollup rate will be 5%. If withdrawals begin on or prior to the contract date anniversary when the Owner is age 64, the Annual Rollup rate will be 4%.

You may ONLY pick GMIB I—Asset Allocation or GMIB II—Custom Selection, not both.

1. GMIB I—Asset Allocation

- If you elect GMIB I, you must elect Option A in Section 7.

Choose One: (If the Owner's issue age is 66 or older, only the Highest Anniversary Value GMDB and the Return of Principal GMDB are available.)

- Yes, I wish to elect GMIB I and "Greater of" GMDB I
- Yes, I wish to elect GMIB I and Highest Anniversary Value to Age 85 GMDB
- Yes, I wish to elect GMIB I and Return of Principal GMDB³

2. GMIB II—Custom Selection

- If you elect GMIB II, you can elect either Option A or B in Section 7.

Choose One: (If the Owner's issue age is 66 or older, only the Highest Anniversary Value GMDB and the Return of Principal GMDB are available.)

- Yes, I wish to elect GMIB II and "Greater of" GMDB II
- Yes, I wish to elect GMIB II and Highest Anniversary Value to Age 85 GMDB
- Yes, I wish to elect GMIB II and Return of Principal GMDB³

B. Guaranteed Minimum Death Benefit (GMDB)

- STOP** If you elected GMIB do not complete this section.
- If you did not elect GMIB, this section is MANDATORY.
 - For Owner issue ages 81-85, the Contract will be issued with Return of Principal GMDB.
 - Return of Principal GMDB³ – Owner issue ages 0-85
 - Highest Anniversary Value – Owner issue ages 0-80

C. Earnings Enhancement Benefit (EEB)

EEB is declined unless "Yes" is checked below.

- Yes, I wish to elect the EEB⁴ – Owner issue ages 0-75²

5. Annual Reset Election

If you elected GMIB I or GMIB II in section 4A, your contract will automatically issue with the Automatic Reset program. The Automatic Reset program resets my GMIB and if elected "Greater of" GMDB each year that I am eligible.

To opt out of the Automatic Reset Program, please check the box below.

- I decline the Automatic Reset Program.

Or to elect a Customized Reset Program, check the box below.

- Customized Reset Program Reset my GMIB and if elected "Greater of" GMDB each year up to and including the contract anniversary date in the year _____ only. I understand that resets will only occur during this time period if I am eligible.
(yyyy)

Resets will occur automatically unless such automatic resets are or have been terminated. The reset will result in a new wait period to exercise the GMIB of up to the later of 10 years or the original exercise date, but not later than age 85.

¹ Not available for Inherited IRA/Inherited Roth IRA.

² The maximum issue age for Series CP[®] is 70. Therefore any references to Owner issue ages 71 and older do not apply.

³ There is no charge for the Return of Principal death benefit.

⁴ Not available for Qualified Plan Defined Benefit or Qualified Plan Defined Contribution.

6. Special Dollar Cost Averaging Programs

- If you elect a Special DCA program below, you must allocate 100% of your initial contribution to that Special DCA program. You must also choose the Investment Options in Section 7 to which amounts will be transferred from the Special DCA Account.
- All future contributions will be allocated according to the percentages below unless instructed otherwise by you.
- Contributions received after the Special DCA program terminates will be allocated to the Investment Options according to the instructions below.

Check box for one time period.

3 months 6 months 12 months

- Special DCA – Applies if Series B or Series L is elected in Section 1.
- Special Money Market DCA – Applies if Series CP® is elected in Section 1.
- You may have one DCA program in effect at any given time.

7. Investment Selection

Contribution Allocation – You must allocate your initial contribution among Fixed Account and/or VIOs below using the Contribution Allocation Column, which must total 100%. All future contributions will be allocated according to the percentage below unless instructed otherwise by you.

Option A-Asset Allocation:

If GMIB I, Asset Allocation was elected you **MUST** choose Option A.

If GMIB II, Custom Selection was elected you may choose either Option A below or Option B on page 6.

Contribution
Allocation %
(Required)

Fixed Account — Percentages must be whole numbers

_____ % Guaranteed Interest Option (GIO)
The maximum allocation to GIO is 25% of your Contribution.

Variable Investment Options — Percentages must be whole numbers

Asset Allocation

_____ % AXA Balanced Strategy
_____ % AXA Conservative Growth Strategy
_____ % AXA Conservative Strategy
_____ % AXA Growth Strategy
_____ % AXA Moderate Growth Strategy
_____ % EQ/AllianceBernstein Dynamic Wealth Strategies
_____ % EQ/Money Market
100%
TOTAL

Option B-Custom Selection:

- Percentages must be whole numbers.
- Under Option B, your account value is automatically rebalanced to these allocations quarterly, based on your Contract Year.
- Option B is not available if you elected GMIB I – Asset Allocation in Section 4.

Contribution Allocation % (Required)

Category 1:

Fixed Income – You must allocate at least 30% of your Contribution to this Investment Option Category.

*You may not allocate more than 30% to this fund.

- _____ % EQ/Core Bond Index
- _____ % EQ/Intermediate Government Bond
- _____ % EQ/Money Market*
- _____ % EQ/Quality Bond PLUS
- _____ % Multimanager Core Bond

Category 2:

Asset Allocation/Indexed – You may allocate up to 70% of your Contribution to this Investment Option Category. You must allocate at least 20% of your Contribution to this Investment Option Category if you select funds within Category 3 or Category 4.

*You may not exceed 40% per fund.

- _____ % AXA Balanced Strategy
- _____ % AXA Conservative Growth Strategy
- _____ % AXA Conservative Strategy
- _____ % AXA Growth Strategy
- _____ % AXA Moderate Growth Strategy
- _____ % AXA Tactical Manager 400*
- _____ % AXA Tactical Manager 500*
- _____ % AXA Tactical Manager 2000*
- _____ % AXA Tactical Manager International*
- _____ % EQ/AllianceBernstein Dynamic Wealth Strategies

Category 3:

Core Diversified – You may allocate up to 50% of your Contribution to this Investment Option Category. You may not exceed 25% per fund within this category.

You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % EQ/AXA Franklin Small Cap Value Core
- _____ % EQ/Equity Growth PLUS
- _____ % EQ/Franklin Core Balanced
- _____ % EQ/Franklin Templeton Allocation
- _____ % EQ/Global Bond PLUS
- _____ % EQ/Global Multi-Sector Equity
- _____ % EQ/International Core PLUS

Contribution Allocation % (Required)

Category 3 (continued):

- _____ % EQ/Large Cap Core PLUS
- _____ % EQ/Large Cap Growth PLUS
- _____ % EQ/Large Cap Value PLUS
- _____ % EQ/Mid Cap Value PLUS
- _____ % EQ/Mutual Large Cap Equity
- _____ % EQ/Templeton Global Equity
- _____ % Multimanager Aggressive Equity
- _____ % Multimanager International Equity
- _____ % Multimanager Large Cap Core Equity
- _____ % Multimanager Large Cap Value
- _____ % Multimanager Mid Cap Growth
- _____ % Multimanager Mid Cap Value
- _____ % Multimanager Multi-Sector Bond
- _____ % Multimanager Small Cap Growth
- _____ % Multimanager Small Cap Value

Category 4:

Manager Select – You may allocate up to 25% of your contribution to this Investment Option Category. You may not exceed 15% per fund within this Category.

You must allocate at least 20% of your Contribution to Category 2 if you select funds within this Category.

- _____ % EQ/AllianceBernstein Small Cap Growth
- _____ % EQ/Boston Advisors Equity Income
- _____ % EQ/Calvert Socially Responsible
- _____ % EQ/Capital Guardian Research
- _____ % EQ/Davis New York Venture
- _____ % EQ/JPMorgan Value Opportunities
- _____ % EQ/Lord Abbett Large Cap Core
- _____ % EQ/MFS International Growth
- _____ % EQ/Montag & Caldwell Growth
- _____ % EQ/Morgan Stanley Mid Cap Growth
- _____ % EQ/Oppenheimer Global
- _____ % EQ/PIMCO Ultra Short Bond
- _____ % EQ/T. Rowe Price Growth Stock
- _____ % EQ/UBS Growth and Income
- _____ % EQ/Van Kampen Comstock
- _____ % EQ/Wells Fargo Omega Growth
- _____ % Multimanager Technology

OPTION B TOTALS – MUST EQUAL 100%

_____ % + _____ % + _____ % + _____ % = 100 %
 Category 1 Category 2 Category 3 Category 4 TOTAL

8. Broker Transfer Authority Disclosure

Yes. I have given authority to my Financial Professional to act as my agent and provide to AXA Equitable Investment Option transfer instructions by telephone or electronically, and I hereby authorize AXA Equitable to act on such instructions. I understand and acknowledge that AXA Equitable (i) may rely in good faith on the stated identity of the person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as we receive written notification in our processing office that broker transfer authority has been terminated. Upon receipt of such notification, AXA Equitable will terminate the financial professionals ability to provide transfer instructions on your behalf. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

9. Current Insurance

- 1 Do you have any other existing life insurance or annuities? **Yes** **No**
- 2 Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? **Yes** **No**

If **Yes** to question number 2, complete the following

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

10. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the enrollment form/application in a different state. **If you are signing this enrollment form/application in a state other than your state of primary residence, check one box below:**

- I have a second residence where the enrollment form/application was signed (the state of sale) or
- I work or conduct business in the state where the enrollment form/application was signed (the state of sale)

If none of the above apply the enrollment form/application must be signed in your state of Primary Residence, unless we approve another state.

11. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — PO Box accepted	City	State	Zip Code

12. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties.

13. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- **ACCOUNT VALUE(S) ATTRIBUTABLE TO ALLOCATIONS TO THE VARIABLE INVESTMENT OPTIONS, AND ANY VARIABLE ANNUITY BENEFIT PAYMENTS I MAY ELECT, MAY INCREASE OR DECREASE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.**
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits
- Under penalty of perjury, I certify that the Tax Identification Number in Section 2 is correct
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority
- No Financial Professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract
- Fees, Charges and Investment Options vary by Series

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- No optional benefits are elected unless I checked the appropriate boxes in Section 4 Some elections may not be changed after the Certificate/Contract has been issued to me
- There are additional charges for an optional benefit elected in Section 4
- Withdrawals under the Certificate/Contract may reduce my optional benefit(s)
- The crediting rate used for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only
- Depending on my/our age, a GMIB and GMDB elected in Section 4 may be of limited usefulness because federal income tax lifetime required minimum distributions begins after age 70½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit
- Unless otherwise declined, eligible Certificates/Contracts will automatically issue with the Automatic Reset program The Automatic Reset program resets my GMIB and if elected "Greater of" GMDB Rollup Benefit Base each year that I am eligible Resets will occur automatically unless such automatic resets are or have been terminated The annual reset will result in a new wait period to exercise the GMIB, of up to the later of 10 years or the original exercise date (but not later than age 85) which may be started beginning on each Contract Date Anniversary that the GMIB and if elected "Greater of" GMDB Rollup Benefit Base is reset If my Annuity Account Value does not exceed my GMIB benefit base on any Contract Anniversary, no reset will occur To cancel my reset I must submit a signed and completed reset cancellation request Any such request must be received at AXA Equitable's processing office at least 1 business day prior to the Contract Date Anniversary to which the cancellation applies Requests received after this window will apply the following year I am not able to cancel a reset once it has occurred For jointly owned Certificates/Contracts, eligibility to reset the benefit base is based on the age of the older owner My GMIB benefit can no longer be exercised 30 days after the contract anniversary following my 85th birthday There will be no further roll ups or resets to my GMIB benefit base after that time
- We reserve the right to charge for the Guaranteed Minimum Income Benefit Rider and the "Greater of" Guaranteed Minimum Death Benefit rider up to a maximum rate of 2 30% each if the GMIB I/GMDB I is elected and 2 60% each if GMIB II/GMDB II is elected at any time You will have the option to exercise the GMIB or drop the GMIB and GMDB if a fee increase is imposed If we increase the charge for riders, you may elect to terminate your riders by submitting a written request to our Processing Office

I acknowledge that I have received the most current prospectus for Accumulator After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals

Consent for Delivery of Initial Prospectus on CD-ROM:

Yes. By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information In order to retain the prospectus indefinitely, I understand that I must print it I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service

By checking this box, providing my e-mail address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you understand the terms and conditions set forth in this enrollment form/application

<input checked="" type="checkbox"/>	Proposed Owner's Signature Signed at	City,	State	Date
<input checked="" type="checkbox"/>	Proposed Annuitant's Signature (if other than Owner) Signed at	City, State		Date
<input checked="" type="checkbox"/>	Proposed Joint Owner's Signature (if other than Annuitant) Signed at	City, State		Date
<input checked="" type="checkbox"/>	Proposed Joint Annuitant's Signature (if other than Owner) Signed at	City, State		Date

14. Financial Professional Section

1. Does the Proposed Owner have any existing life insurance or annuity contracts?¹ Yes No
2. Do you have reason to believe that any existing life insurance or annuity 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 Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)?¹ Yes No
3. Did you verify the identity by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? Yes No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? Yes No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	%	() - Phone Number
_____	_____	_____
Client Account Number	Email Address	Agent Location

X

Secondary Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	%	() - Phone Number
_____	_____	_____

X

Tertiary Financial Professional Signature	Social Security Number	Agent Code
_____	_____	_____
Print Name	%	() - Phone Number
_____	_____	_____

Financial Professional Use Only. Contact your home office for program information.

Option I Option II

(Once selected, program cannot be changed.)

↓

¹ Please confirm that your response to this question is consistent with the response provided in section 9, Current Insurance.

Application for an Individual Annuity

Please make checks payable to: AXA Equitable

First Class Mail: AXA Equitable, [Retirement Service Solutions, P O Box 1577, Secaucus, NJ 07096-1577]

Express Mail: AXA Equitable, [Retirement Service Solutions, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619]

For assistance, please call [888-517-9900] [\[www.axa-equitable.com\]](http://www.axa-equitable.com)

Please verify that the information reflects your choices/elections and sign where indicated.

CONTRACT SPECIFICS

Product Name: [Series B]
Initial Contribution: [\$20,000]
Initial Contribution: [\$5,000]
Total Initial Contribution(s):
Contribution Year: [2012]

Type of Contract: [Non-Qualified]
Method of Payment: [Check]
Method of Payment: [Rollover from eligible retirement plan {IRA or Roth}]

ACCOUNT REGISTRATION

Owner Type: [Individual]

Owner Information

Name [John Doe]
Residential Address [123 Main Street]
[Apt 8F]
[Anytown, Anystate 99999]

Mailing Address

Daytime Phone # [212-555-1234]
Gender [Male]
Date of Birth [08/01/1950]
TIN [123-45-6789]
TIN Type [SSN]
Email Address [john.doe@yahoo.com]

Owner Patriot Act Information

US Citizen [Yes]
US Visa Category
Occupation [Vice President]
Employer [AXA Equitable]
Form of Identification [Driver's License]
Identification Number [M123456789123]
Exp Date [Oct 2013]

Annuitant Information

Name [Jane Doe]
Residential Address [123 Main Street]
[Apt 8F]
[Anytown, Anystate 99999]

Daytime Phone # [212-555-1234]
Date of Birth [07/01/1950]
Gender [Female]
TIN [111-22-3333]
TIN Type [SSN]

Joint Owner Information

Name
Residential Address

Mailing Address

Daytime Phone #
Gender
Date of Birth
TIN
TIN Type
Email Address

Joint Owner Patriot Act Information

US Citizen
US Visa Category
Occupation
Employer
Form of Identification
Identification Number
Exp Date]

Joint Annuitant Information

Name
Residential Address

Daytime Phone #
Date of Birth
Gender
TIN
TIN Type

BENEFICIARY(IES)

<u>Name</u>	<u>Beneficiary Type</u>	<u>Percentage Allocation</u>	<u>Relationship to Owner</u>	<u>Date of Birth</u>	<u>SSN/TIN</u>	<u>Address/Home Phone #</u>
[Sue Doe]	[Primary]	[50%]	[Daughter]	[03/19/1975]	[123-456-7890]	[1 Main Street, Anytown, Anywhere 11111]
[Nancy Doe]	[Primary]	[50%]	[Daughter]	[09/19/1977]	[123-456-7899]	[1 Main Street, Anytown, Anywhere 11111]
[Mary Doe]	[Contingent]	[100%]	[Granddaughter]	[08/25/2000]	[123-456-7889]	[1 Main Street, Anytown, Anywhere 11111]

OPTIONAL BENEFIT

[GMIB II and "Greater of" GMDB II]
[Earnings Enhancement Benefit]
[Automatic Reset Election]

DOLLAR COST AVERAGING PROGRAMS

[Your initial contribution will be allocated 100% to the Special Dollar Cost Averaging program elected in this section.]

[Special DCA 12-Months]

INVESTMENT SELECTION

[Option A:], [Option B]

[Investment Account Investment Options] [Protected Benefit Account Investment Options]

[AXA Balanced Strategy IB]	[25%]	[AXA Growth Strategy IB]	[25%]
[EQ/Equity Growth PLUS]	[25%]	[EQ/Capital Guardian Research]	[25%]

SPECIAL INSTRUCTIONS

CONTRACT STATE

I have a second residence where the enrollment form/application was signed (the state of sale) or

I work or conduct a business in the state where the enrollment form/application was signed (the state of sale)

CURRENT INSURANCE

- 1 Do you have any other existing life insurance or annuities? Yes No
- 2 Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? Yes No

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

FRAUD WARNINGS

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison **District of Columbia:** WARNING It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company Penalties may include imprisonment, fines or a denial of insurance benefits **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties

SIGNATURES AND ACKNOWLEDGEMENTS

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- **ACCOUNT VALUE(S) ATTRIBUTABLE TO ALLOCATIONS TO THE VARIABLE INVESTMENT OPTIONS, AND ANY VARIABLE ANNUITY BENEFIT PAYMENTS I MAY ELECT, MAY INCREASE OR DECREASE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.**
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits
- Under penalty of perjury, I certify that the Tax Identification Number in the Account Registration section is correct
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any AXA Equitable's rights and regulations AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract
- I acknowledge that I have reviewed the prospectus that explains the investment options, fees and benefits available to me and agree that the elections set forth in this application will meet my financial goals

OPTIONAL BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT :

- No optional benefit is elected unless this application shows that I have elected an optional benefit. Some elections may not be changed after the Certificate/Contract has been issued to me.
- There are additional charges for an optional benefit elected in the Optional Benefit Election section.
- Withdrawals under the Certificate/Contract may reduce my benefit.
- The crediting rate for the GMIB and GMDB benefit base (if elected) does not represent a guarantee of my Account Value or Cash Value, and if I exercise GMIB, the benefit base will be in the form of lifetime periodic payments only.
- Depending on my/our age, a GMIB and GMDB elected in the Optional Benefit Election Section may be of limited usefulness because federal income tax lifetime required minimum distributions begins after 70 ½ and such distributions that are withdrawn from the Certificate/Contract may significantly reduce the benefit.
- Unless otherwise declined, eligible contracts will automatically issue with the Automatic Reset program. The Automatic Reset program resets my GMIB and if elected "Greater of" GMDB each year that I am eligible. Resets will occur automatically unless such automatic resets are or have been terminated. The annual reset will result in: a new wait period of up to [10 years] to exercise the GMIB (but not later than age [85]), which may be started beginning on each Contract Date Anniversary that the Benefit Base is reset. If my Annuity Account Value does not exceed my GMIB benefit base on each Contract Anniversary, no reset will occur. To cancel my reset I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 1 day prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the GMIB and if elected "Greater of" GMDB is based on the age of the older owner. My GMIB benefit can no longer be exercised [30 days] after the contract anniversary following my [85th] birthday. There will be no further roll ups or resets to my GMIB benefit base after that time.
- We reserve the right to charge for the Guaranteed Minimum Income Benefit Rider and the "Greater of" Guaranteed Minimum Death Benefit rider up to a maximum rate of [2.30%] if the GMIB I/GMDB I is elected and [2.60%] if the GMIB II/ GMDB II is elected, at any time. You will have the option to drop the GMIB and GMDB if a fee increase is imposed. If we increase the charge for riders, you may elect to terminate your riders by submitting a written request to our Processing Office.

I acknowledge that I have received the most recent prospectus for Accumulator. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

Yes. By checking this box, and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and that I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at [1-800-789-7771], and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

By checking this box, providing my email address, and signing the enrollment form/application below, I am requesting that AXA Equitable send me further information about enrolling in AXA Equitable's electronic delivery so that I may receive all statements, confirms and prospectus mailings electronically.

When you sign this enrollment form/application, you are agreeing that all information and statements are true and complete and the elections that you have made in this enrollment form/application are accurate and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.



X	[John Doe]	[Anytown, Anystate]	[5/1/2012]
	Proposed Owner's Signature Signed at:	City,State	Date
X	[John Doe]	[Anytown, Anystate]	[5/1/2012]
	Proposed Annuitant's Signature (if other than owner) Signed at:	City,State	Date
X			
	Proposed Joint Owner's Signature (if other than annuitant) Signed at:	City,State	Date
X			
	Proposed Joint Annuitant's Signature (if other than owner) Signed at:	City,State	Date

REGISTERED REPRESENTATIVE SECTION

- 1. Does the proposed insured have any existing life insurance or annuity contracts? Yes No
- 2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming that the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? Yes No
- 3. Did you verify the identity by reviewing the driver's license, passport, or photo ID issued by a State agency of each Owner/Annuitant, inquired about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associated with) a foreign military government or political official? Yes No
- 4. Is the Proposed Insured currently Active Duty Member of the Armed Forces? Yes No

REGISTERED REPRESENTATIVE INFORMATION

Registered Representative Name: [John Smith]
Rep Code: [12345]
Phone Number: [212-555-2222]
Email Address: [john.smith@chase.com]
Broker-Dealer Name: [Chase]
Home Office Option: [Option1]



X [John Doe] [Anytown, Anystate] [5/1/2012]
Registered Representative Signature Date

SERFF Tracking #:

ELAS-128795216

State Tracking #:

Company Tracking #:

ICC12ACC13DP-B

State: Arkansas

Filing Company:

AXA Equitable Life Insurance Company

TOI/Sub-TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.002 Flexible Premium

Product Name: Accumulator 13

Project Name/Number: Accumulator 13 /ICC12ACC13DP-B

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Statements of Variability		
Comments:			
Attachment(s):	<p>Acc13 SOV GMIBgp2.pdf Acc13-SOV B Share Data Pgs-NON-COMPACT.pdf Acc13-SOV CP Share Data Pgs-NON-COMPACT.pdf SOV for Application 2012 E App 02 ACC13.pdf SOV for Apps. 2012 App 01 ACC13 & 2012 App 02 ACC13.pdf VTM - ICC12ATPACC13 w Transfer Points-10%.pdf Acc13-SOV L Share Data Pgs-NON-Compact.pdf ICC13-SOV for Market Endorsements-Final.pdf VTM for Credits Endorsement -ACC13.pdf VTM ICC12GMDBACC13gp.pdf</p>		

		Item Status:	Status Date:
Satisfied - Item:	Compliance Certification		
Comments:			
Attachment(s):	<p>ArkansasComplianceBull11-83Crt.pdf ArkansasComplianceCrt Regulation 19s 10B.pdf</p>		

		Item Status:	Status Date:
Satisfied - Item:	Filing Letter		
Comments:			
Attachment(s):	<p>AR - Acc 13 Filing Letter.pdf</p>		

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability For Rider Form ICC12GMIBACC13

The above form is for use with Contract Forms ICC11BASE1-A and ICC11BASE2-A

The following comments describe the nature and scope of the illustrative and variable material for language contained in the rider shown in brackets. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider ICC12GMIBACC13

1. Page 1: The title of the form will be shown as either GUARANTEED MINIMUM INCOME BENEFIT "I – Asset Allocation" or GUARANTEED MINIMUM INCOME BENEFIT "II – Custom Selection." The rider issued is based on the version the client elects in his/her application. GMIB II – Custom Selection is available at a higher cost (detailed below in item 30) and offers a wider selection of Investment Options. These titles are marketing names and may be revised in the future.
2. Page 1: The following sentences appear with the B, L and CP Share Contracts. It does not appear with a Share Class of Contracts for which there is no withdrawal charge applicable. Currently all share classes include a withdrawal charge.

The GMIB Benefit Base will be reduced by any applicable withdrawal charge remaining on the Transaction Date that the Owner exercises the GMIB. The amount of the charge is a withdrawal that will reduce the GMIB Benefit Base. When GMIB is exercised on the last GMIB Exercise Date, or within "30" days following the last GMIB Exercise Date, withdrawal charges are not applicable.
3. Page 1 and later: "30" days as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
4. Page 1 and later: Age "85" with respect to the operation of the Annual Ratchet and Rollup provisions of the rider as shown in this section and throughout the Rider may range from ages 70 to 95. Accordingly "85th" birthday would range from "70th to 95th" birthday.
5. Page 1: The bracketed text beginning with "The terms and conditions of a spouse's right..." will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.
6. Page 2: The text beginning with "Credits are not applied to your GMIB Benefit Base..." will appear under Series CP Contracts only.
7. Page 3 and later: Reference to bracketed "first" Contract Date Anniversary or "first" Contract Year as shown in this section and throughout the Rider may range from first to fifteenth.
8. Pages 4 and 5: The bracketed text regarding ATP will appear when the ATP Endorsement is issued under the Contract.

9. Page 4 and later: The text pertaining to required minimum distributions taken through our Automatic RMD Withdrawal Service will appear in Contracts in the IRA market segment only. It will appear in the IRA market segment if we avail this enhanced withdrawal treatment.
10. Page 6 in Section 1.02(A)(1)(F): Contract Years “1” and “2” may range from 1-10.
11. Page 6 : The phrase “with the second Contract Year” or “the second Contract Year” as shown in this section may vary from “immediately” to “the sixteenth Contract Year”.
12. Page 7: In the second paragraph of **1.02(A)(1)(I)**, the following sentence will appear if we waive the ten year wait for GMIB Exercise upon a reset of the Rollup Benefit Base at the ages shown: *If you reset your Rollup Benefit Base on or after age “76”, notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your “85th” birthday.* The reference to the “10th” Contract Date Anniversary may range from 1-15.
13. Page 7: Age 76 will range from 70 to 95.
14. Page 7: The following show the different age and waiting period requirements to exercise GMIB:

“Applicable for Owner issue ages 20 through 44”
 “The GMIB may be exercised only within “30” days following each Contract Date Anniversary beginning with the “15th” or later Contract Date Anniversary . However, it may not be exercised later than the Contract Date Anniversary following your “85th” birthday.”

“Applicable for Owner issue ages 45 through 49”
 “After this Rider’s Effective Date,” The GMIB may be exercised only within “30” days following each Contract Date Anniversary on or after your “60th” birthday. However, it may not be exercised later than the Contract Date Anniversary following your “85th” birthday.”

“Applicable for Owner issue ages 50 through “70”
 “The GMIB may be exercised only within “30” days following each Contract Date Anniversary beginning with the “10th” or later Contract Date Anniversary . GMIB may not be exercised later than the Contract Date Anniversary following your “85th” birthday.”

The ages and wait periods may vary by plus or minus 10 years for each group of Contract Owners. Age “70” applies to Series CP while Age “80” will appear for Series B and L.
15. Page 8: Contract Year “1 or 2” may appear as “Contract Year 1 through “5” and “5” may vary from 3 to 10. The text “Contract Year “3” will vary accordingly depending on the number of Contract Years applicable. “Second” will vary based on the number of Contract Years, up to “tenth.”
16. Page 8 and later: Text prefaced by “**NQ only**” pertaining to Non-Qualified Contracts as shown in this section and throughout the Rider will appear only in Riders issued to NQ Contract Owners. On Page 19, “Joint Owner” text applies only under NQ Contracts.
17. Page 9: item (iii) will show in Riders issued under Traditional IRA Contracts only.
18. Page 10 and 25: “Money Market” is bracketed because, under Series CP, Special “Money Market” Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available. Accordingly, the applicable endorsement is issued with the respective products as shown in this section and on page 25.
19. Page 11: Age 70 may range from age 45 to age 85.

- 20. Page 12: Applicable Percentage Table: The age breaks may vary by plus or minus 10 years for each range. The Applicable Percentage may vary by plus or minus 200 basis points per age break. Age “64” may vary by plus or minus 10 years.
- 21. Pages 16 - 17: The Section 2.04 text that will appear in a Rider will vary based on whether the Contract is an IRA or an NQ.
- 22. Page 18: The ages “65/80” and “66/81” shown will range from 60 to 90. Ages 65 and 66 will show when the “Greater of” GMDB is elected whereas ages 80 and 81 will appear when a different GMDB applies.
- 23. Page 18: Item C under Section 2.06 will appear only if the “Greater of” GMDB is elected under the Contract.
- 24. Page 18: The bracketed text “market segment” will be replaced by the title of the applicable endorsement issued with the Contract e.g. Non Qualified, IRA, Roth IRA, etc.
- 25. Page 25: Under “The Cost of this Rider,” the percentages shown are for a Contract Owner electing GMIB I. GMIB II is priced differently. Accordingly, the following percentages will apply under Contracts issued with the GMIB II Rider: *“The current charge for this benefit is “1.30%” of the GMIB Benefit Base and “1.30%” of the GWBL Benefit Base after the GWBL Conversion Effective Date. The maximum charge of the GMIB Benefit Base and the GWBL Benefit Base after the GWBL Conversion Effective Date is “2.60%” of the Rider’s Benefit Base.* The current and maximum ranges are shown in the following table:

Guaranteed Minimum Income Benefit	Charge	Range
Guaranteed Minimum Income Benefit I* – Current	1.15%	0.65% – 2.00%
Guaranteed Minimum Income Benefit I* – Max	2.30%	1.00% – 3.00%
Guaranteed Minimum Income Benefit II* – Current	1.30%	0.65% – 2.00%
Guaranteed Minimum Income Benefit II* – Max	2.60%	1.00% – 3.00%

In this section “two” may range from “one to “ten” and “third” may range from “first” to “tenth.”

- 26. Page 26-27: Under *Effect of Termination of this Rider on your Guaranteed Death Benefit*, if an optional Guaranteed Minimum Death Benefit Rider was elected with the GMIB Rider, the following text will appear, depending on the GMDB Rider elected:

“Contracts issued with the “Greater of” GMDB Rider”

“Upon termination of this Rider prior to the Last GMIB Exercise Date, your “Greater of” GMDB Rider will automatically terminate. Your GMDB under the Contract will then be re-characterized as a “Return of Principal” GMDB as described in Section 6.02 of the Contract, as if that death benefit was applicable with this Contract as of the Contract Date.

Upon termination of this Rider on the Last GMIB Exercise Date, or “30” days thereafter, your “Greater of” GMDB remains in effect and withdrawals reduce your GMDB Benefit Base as described in Section 1.02 of that Rider.”

“Contracts issued with the “Highest Anniversary Value (HAV)” GMDB Rider”

“Upon termination of this Rider prior to the Last GMIB Exercise Date, your HAV GMDB Rider will remain in effect, however, withdrawals will reduce your GMDB on a pro-rata basis beginning as of the Transaction Date you terminate your GMIB Rider.

Upon termination of this Rider on the Last GMIB Exercise Date, or “30 days thereafter”, your HAV GMDB is retained and withdrawals reduce your GMDB Benefit Base as described in Part III of that Rider.”

27. Page 27: Section 3.04, the bracketed sentence referencing *the Asset Transfer Program* endorsement will appear if we require that endorsement’s issuance with the GMIB Rider. Upon launch that endorsement will issue with both GMIB I and GMIB II.

The bracketed sentence referencing the *Endorsement Applicable to Investment Options* will be appear if we require that endorsement’s issuance with the GMIB Rider. Upon launch the Investment Options endorsement will be issued if GMIB II is elected.

28. Page 27: The officer’s signatures and titles will be revised upon any change thereto.

29. Page 28: The GMIB Purchase Factors are shown in the Rider. We may issue the Rider with the following alternate tables shown on the next page. We plan to offer Version 2 at launch (which is shown in the Rider). If the interest rate environment changes, we may offer Version 1 if rates increase or Version 3 if rates decrease.

The descriptions for the GMIB Purchase Factors vary as follows:

Version 1: “The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 40% for males and 39% for females of the Annuity 2000 Mortality Table projected at 1.20% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.”

Version 3: “The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 32% for males and 29% for females of the Annuity 2000 Mortality Table projected at 1.10% for males and 1.15% for females for a number of years equal to attained age minus 20, but not less than 30.”

	Version 1		Version 3	
	Life Only		Life Only	
<u>Age</u>	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
[60	[3.00	2.83	[2.91	2.77
61	3.05	2.88	2.96	2.81
62	3.11	2.93	3.02	2.86
63	3.17	2.99	3.08	2.92
64	3.24	3.04	3.14	2.97
65	3.30	3.10	3.20	3.03
66	3.37	3.17	3.26	3.09
67	3.45	3.23	3.33	3.15
68	3.52	3.30	3.40	3.21
69	3.60	3.37	3.48	3.28
70	3.69	3.45	3.56	3.35
71	3.77	3.53	3.64	3.43
72	3.86	3.61	3.72	3.51
73	3.96	3.70	3.81	3.59
74	4.06	3.79	3.91	3.68
75	4.16	3.89	4.00	3.77
76	4.27	3.99	4.11	3.86
77	4.39	4.09	4.21	3.96
78	4.51	4.21	4.33	4.07
79	4.64	4.33	4.45	4.18
80	4.77	4.45	4.57	4.30
81	4.91	4.59	4.70	4.43
82	5.06	4.73	4.84	4.56
83	5.22	4.87	4.99	4.70
84	5.38	5.03	5.14	4.85
85]	5.55	5.19]	5.30	5.00]

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Data Pages ICC12ACC13DP-B marketed as AXA Equitable’s “Accumulator 13 – Series B Share”

The following comments describe the nature and scope of the illustrative and variable material contained in the Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate “*in bold italics*” when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner’s optional benefit elections at application.

The Contract is available for issue as an annuity for Qualified Plan funding (**QP-DB and QP-DC**), an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Data Pages ICC12ACC13DP-B:

1. **Data Page 1 and throughout:** These are illustrative numbers, amounts, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Page 1, “Joint Owner” and “Joint Annuitant”:** This text will appear in the Data Pages for Non-Qualified Contracts only with a Joint Owner and/or Joint Annuitant.
3. **Data Page 1 (This item applies to Inherited IRA/Roth IRA Contracts only.):** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation “Special Surviving Spouse” will appear after the Owner’s name and the Original Owner’s date of death will be shown.
4. **Data Page 1 (This item applies to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts only.):** If the Contract is issued as a Non-Spousal Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant’s name and date of death will be shown here.
5. **Data Page 1, “Employer” and “Plan” Information:** This text will appear in the Data Pages for QP Contracts only.
6. **Data Page 2, “Market Segment Endorsement(s)”:** Market Segment endorsement information will appear based on an Owner’s application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
7. **Data Page 2, “Investment Options Endorsement(s)” and “Optional Rider(s)”:** Any Benefit Endorsement or Optional Rider issued under a Contract will be listed on the Data Pages.
8. **Data Page 2, “Maturity Date”:** The Maturity Date and corresponding description will appear on the Data Page for NQ, Traditional IRA, and Roth IRA Contracts. The Maturity Date may not be prior to thirteen months from the Contract Date and the age at the Maturity Date is currently age 95. However, the Maturity Date and/or age at the Maturity Date may change based on regulatory guidelines. Reference to “thirteen months” may range from 13 months to 5 years. The range for age “95”, is 80 to 120. Spousal Continuation paragraphs will appear for IRA and NQ contracts as shown. “60 Days” may range from 30 to 120 days. For NQ Contracts with Joint Annuitants the age of the older Annuitant determines the Maturity Date.
9. **Data Page 3, “BCO Distribution Commencement Date”:** The BCO Distribution Commencement Date will appear, in lieu of the Maturity Date, for Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Contracts (also referred to as “Non-Spousal QP to Inherited IRA BCO Contracts”).

10. **Data Page 3 “Special Dollar Cost Averaging Rate”:** Currently, Special DCA is available under this Contract. If this changes in the future, this text will not appear in the Data Page. The minimum Special DCA interest rate will never be less than 1% or the NAIC minimum rate as described in item 13 or more than 20%. The duration may vary from 3 to 24 months.

11. **Data Page 3 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed Data Pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

12. **Data Page 3, “Investment Options”:** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options that will be available are Variable Investment Options of AXA Equitable’s Separate Account No. 70. If this Separate Account is retitled, or if other Separate Accounts are made available in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any Separate Account Investment Option will provide for participation only in a Separate Account that has been approved by the New York Insurance Department. A client may select from the Variable Investment Options through our DFS approved Separate Account 70 (Option A) as shown in the Data Page and the Investment Options available under Option B shown below.

Option B:

- EQ/Core Bond Index
- EQ/Intermediate Government Bond Index
- EQ/Money Market
- EQ/Quality Bond PLUS
- Multimanager Core Bond
- AXA Balanced Strategy
- AXA Conservative Growth Strategy
- AXA Conservative Strategy
- AXA Growth Strategy
- AXA Moderate Growth Strategy
- AXA Tactical Manager 400 Portfolio
- AXA Tactical Manager 500 Portfolio
- AXA Tactical Manager 2000 Portfolio
- AXA Tactical Manager International Portfolio
- EQ/AllianceBernstein Dynamic Wealth
- EQ/AXA Franklin Small Cap Value Core
- EQ/Equity Growth PLUS
- EQ/Franklin Core Balanced
- EQ/Franklin Templeton Allocation

EQ/Global Bond PLUS
EQ/Global Multi-Sector Equity
EQ/International Core PLUS
EQ/Large Cap Core PLUS
EQ/Large Cap Growth PLUS
EQ/Large Cap Value PLUS
EQ/Mid Cap Value PLUS
EQ/Mutual Large Cap Equity
EQ/Templeton Global Equity
Multimanager Aggressive Equity
Multimanager International Equity
Multimanager Large Cap Core Equity
Multimanager Large Cap Value
Multimanager Mid Cap Growth
Multimanager Mid Cap Value
Multimanager Multi-Sector Bond
Multimanager Small Cap Growth
Multimanager Small Cap Value
EQ/AllianceBernstein Small Cap Growth
EQ/Boston Advisors Equity Income
EQ/Calvert Socially Responsible
EQ/Capital Guardian Research
EQ/Davis New York Venture
EQ/MFS International Growth
EQ/JPMorgan Value Opportunities
EQ/Lord Abbett Large Cap Core
EQ/Montag & Caldwell Growth
EQ/Morgan Stanley Mid Cap Growth
EQ/Oppenheimer Global
EQ/PIMCO Ultra Short Bond
EQ/T. Rowe Price Growth Stock
EQ/UBS Growth and Income
EQ/Van Kampen Comstock
EQ/Wells Fargo Omega Growth
Multimanager Technology

We reserve the right to limit the number of Investment Options an Owner may elect. The text “You may not allocate amounts to more than “90” Investment Options at any time” is bracketed to allow for the flexibility of removing the sentence in the future if we decide not to limit the amount of Investment Options an Owner may elect. The amount of “90” Investment options may vary from 50 to 150.

Guaranteed Interest Option (GIO)

If the GMIB or an optional GMDB Rider has been elected, then the Guaranteed Interest Option is available in addition to the Variable Investment Options. Currently, no more than 25% of the total Annuity Account Value of the Variable Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future or may be removed. The percentage limit may range from 5% to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time. We reserve the right to apply the percentage limit to only the Variable Investment Options.

The text pertaining to the AXA Ultra Conservative Strategy Investment Option will appear when GMIB is elected.

13. **Data Page 4, “Contribution and Allocations”:**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or Contribution age limitations in the future to comply with any regulatory or product changes. The current age requirements are as follows:

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-85	86	95

* Issue Age is limited to age 70 for Inherited IRA Contracts and 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age for these Contracts.

The Owner’s initial Contribution amount will appear on Data Page 3.

The current minimum Contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the Contribution limits to accommodate an optional GMIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business. The current maximum Contribution amounts are \$1,000,000 (\$500,000 for issue ages 81 – 85). The maximum Contribution amount may range from \$250,000 (for issue ages 81 – 85) to \$5,000,000 for all AXA Equitable Contracts.

“Discontinuance of Contributions”: The advance notice period of “45” days may range from 30 to 120 days.

“Market Segment”: Text will vary by market segment as shown in the Data Pages.

Table A: The Contribution limits will be shown in the Contract Owner’s Data Pages based on the Owner’s market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
\$25,000 <i>(Range of \$1,000 to \$50,000)</i>	“\$500” (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation <i>(Range of \$20 to \$2,000)</i>

Table B: The following language (based on the Contract Owner’s market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
QP-Defined Benefit	The only Contributions we will accept are: (i) transfers from another QP-DB Plan and (ii) amounts attributable to a change of investment vehicles in the Plan. We will not accept ongoing Contributions or Contributions directly from an Employer, or through an Employer’s check. We may refuse to accept any Contribution if the sum of all Contributions under the Contract would then total more than 80% of the present value of the Annuitant’s accrued benefit.
QP-Defined Contribution	The only Contributions we will accept are: (i) transfers from another QP-DC Plan and (ii) amounts attributable to a change of investment vehicles in the Plan. We will not accept ongoing Contributions or Contributions directly from an Employer, or through an Employer’s check. We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) Plans.
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be “regular” IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) Plans. We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs. Amounts converted from an [Accumulator or Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Accumulator or Retirement Cornerstone] Traditional IRA Contract. The reference to the product marketing name “Retirement Cornerstone” is

	bracketed to allow for the flexibility to change the marketing name and/or to include additional products in the future. <i>The reference to “\$5,000” may range from \$500 to \$25,000 and “25%” may range from 5% to 50%.</i>
Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA	We will accept a single direct rollover Contribution in accordance with the Section 402 (c) (11) of the Code of your interest as a beneficiary under the Deceased Participant’s Applicable Plan. No subsequent Contributions can be made. Subsequent Contributions are not permitted under the Contract. Accordingly, the following text will not print: “Subsequent Contributions are limited to the first Contract Year.”
Inherited Traditional IRA	Subject to our approval, you may make additional direct transfer Contributions to this Inherited Traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Inherited Roth IRA	Subject to our approval, you may make additional direct transfer Contributions to this Inherited Roth IRA Contract from your interest as a beneficiary under another Roth individual retirement arrangement under Sections 408A and 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Partial Roth IRA Conversion Contracts	The minimum Contribution amount is the greater of the initial minimum Contribution amount for the respective product (see Table A above) or 25% of the Owner’s Annuity Account Value. <i>This percentage may range from 0% to 100%.</i>

14. **Data Page 4, “Cumulative Contributions and Allocation Limits”:** Our right to refuse Contributions and allocations is based on certain maximums shown in the Data Pages and the issue age of the Owner. The reference to the maximum Contribution limit of “\$1,500,000” and “\$1,000,000” may range from \$500,000 to \$5,000,000; “\$500,000” may range from \$100,000 to \$1,000,000.

The references to the product marketing names “Accumulator” and/or “Retirement Cornerstone” are bracketed to allow for the flexibility to change the marketing name and/or to include additional products in the future.

Data Page 4, “AXA Equitable Annuity Accumulation Contract Contribution Limit”: We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total “\$2,500,000” (range \$100,000 to \$10,000,000).

15. **Data Page 5, “Transfer Rules (a) through (f)”**: Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the Variable Investment Options invest. We reserve the right to change this text to address disruptive activity.
16. **Data Page 5, “Guaranteed Interest Option Transfer Percentage Limit”**: The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to “25%”. This amount may change in the future. The percentage limitation will range from 5% to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time. The advance notice period of “45” days may range from 30 to 120 days.
17. **Data Page 5, References to Optional Rider Endorsements**: The cited endorsements will be issued under a Contract as described in the Data Pages.
18. **Data Pages 5-6, “Withdrawals”**: The current minimum withdrawal amount, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1,000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Text pertaining to Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.

The following text will appear for QP Contracts only: “Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.”
19. **Data Page 6, “Contract Termination”**: The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1,000.
20. **Data Pages 6-7, “Annuity Benefit Forms - (Normal Form of Annuity Benefit)”**: The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. *This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contract.*
21. **Data Page 7, “Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)”**: The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of Annuity Benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1% to 6%.

22. **Data Page 7, “Conditions for Payment – (Minimum Amount to be Applied to an Annuity)”**: The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The “\$2,000” amount may range from \$1,500 to \$7,500; the “\$20” amount may range from \$10 to \$100.
23. **Data Page 8, “Free Withdrawal Amount”**: The Free Withdrawal Amount may range from 5% to 30%. The “90” day period may range from 45 to 180 days.
24. **Data Page 8, “Annual Administrative Charge”**: The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge of “\$30” per Contract Year may range from \$0 to \$85 and will not change once the Contract is issued. The minimum Annuity Account Value of “\$50,000” may range from \$25,000 to \$100,000.
25. **Data Page 8, “Transfer Charges and the Number of Free Transfers”**: The number of free transfers is currently “unlimited”. However, the number of free transfers may be limited to 4 per Contract Year. The charge for any transfer in excess of the number of free transfers may be “\$25” (with a range of \$0 to \$50) or “2%” (with a range of 0.50% to 5.00%) of each transaction amount. The charge will not exceed “\$35” (with a range of \$0 to \$50).
26. **Data Page 9, “Contract Fee”**: Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will range from 1.00% to 2.00%.

In addition, a Variable Investment Option Facilitation Charge will apply to certain Variable Investment Options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

27. **Data Page 9, “Third Party Transfer Charge”**: A charge for any amounts withdrawn from the Contract and directly transferred to another investment provider, retirement plan, account, or Contract, will be deducted. The current charge is \$0 (with a range of \$0 to \$125).
28. **Data Page 9, “Check Preparation Charge”: Alternate Payment Method** - As stated in Section 9.07 of the Contract, we may implement an alternate payment method. If we do so, the bracketed text pertaining to the Alternate Payment Method as shown will appear on the Data Page.

Any payment by check is subject to a check preparation charge. The current charge is \$0 (with a range of \$0 to \$85).

If a charge applies in the future, the text “Currently, there is no charge for this service” will be replaced with the following text:

The current charge is “\$85”.

Part D – Withdrawal Charge Waivers

29. **Data Page 10:** The bracketed text will appear for Contracts with a GMIB Rider that converts to a GWBL under a Single Life Contract with Joint Owners or Single Life Non-Natural Owner Contracts with Joint Annuitants.
30. **Data Pages 11-12:** Certain Withdrawal Charge waivers vary by market segment or Rider issuance as described in the variable text which prefaces bracketed items. Accordingly, the number of waivers will vary by Contract based on these criteria.

Part E – Rider References in Data Pages

GMIB Rider

- A. **Data Pages 12-15:** The entire block of text pertaining to the GMIB Rider will appear when a client is issued the Rider.
 1. **Data Page 12:** Annual Rollup Rate - The rate may range from 0.5% to 10%. Text will vary based on issue age. Age “64” may range from age 50 to age 90. If there are no age breaks for the rollup rate the text applicable to age 64 and later will appear in all Contracts.
 2. **Data Page 12:** Deferral Rollup Rate - The rate may range from 0.5% to 10%. Text will vary based on issue age. Age “64” may range from age 50 to age 90.
 3. **Data Page 12:** The bracketed text “The GMIB Benefit Base will be reduced by....” will appear with the B, L, and CP Share Contracts. It does not appear with a Share Class of Contracts for which there is no withdrawal charge applicable. Currently all share classes include a withdrawal charge.
 4. **Data Pages 12, 13, and 15:** Reference to “30 days” as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
 5. **Data Pages 12-13:** Reference to “Age 85” with respect to the operation of the Annual Ratchet and Rollup provisions of the rider as shown in this section and throughout the Rider may range from ages 70 to 95. Accordingly “85th birthday” would range from 70th to 95th birthday.
 6. **Data Page 13:** Reference to bracketed “first” and “10th” Contract Date Anniversary as shown in this section and throughout the Rider may range from first to fifteenth.
 7. **Data Page 13:** The text “If you reset your Rollup Benefit Base on or after age “76”, notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your “85th” birthday” as shown in the Data Page will appear if we waive the ten year wait for GMIB Exercise upon a reset of the GMIB Benefit Base at the ages shown.
 8. **Data Page 13:** Reference to age “76” may range from 70 to 95.
 9. **Data Page 13:** Text pertaining to Non-Qualified Contracts as shown in this section and throughout the Rider will appear only in Riders issued to NQ Contract Owners.

10. **Data Page 14:** Applicable Percentage Table: The age breaks may vary by plus or minus 10 years for each range. The Applicable Percentage may vary by plus or minus 200 basis points per age break.
11. **Data Page 15:** The Cost of The Rider: The charges that are shown in the Data Page apply to Contracts issued with GMIB I. The current charge of “1.15%” may range from 0.65% to 2.00%. The maximum charge of “2.30%” may range from 1.00% to 3.00%. For Contracts issued with GMIB II, the current charge is 1.30% and may range from 0.65% to 2.00%. The maximum charge is 2.60% and may range from 1.00% to 3.00%.
12. **Data Page 15:** We may change the charge for this Rider after the completion of “two” Contract Years. Accordingly, “third” may vary. The number of Contract Years may vary from 1 to 10 Contract Years.
13. **Data Page 15:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only. The Special Dollar Cost Averaging is available under Series B.

“Greater of” Death Benefit Rider

- A. **Data Pages 16-17:** The entire block of text pertaining to the “Greater of” GMDB Rider will appear when a client is issued the Rider.
 1. **Data Page 16:** Annual Rollup Rate - The rate may range from 0.5% to 10%. Text will vary based on issue age. Age “64” may range from age 50 to age 90. If there are no age breaks for the rollup rate the text applicable to age 64 and later will appear in all Contracts.
 2. **Data Page 16:** Deferral Rollup Rate - The rate may range from 0.5% to 10%. Text will vary based on issue age. Age “64” may range from age 50 to age 90.
 3. **Data Pages 16-17:** Reference to “30” days may range from 15 to 120 days.
 4. **Data Page 16:** Reference to “first” Contract Date Anniversary may range from the first to the tenth Contract Date Anniversary.
 5. **Data Page 16:** Reference to “85th” birthday may range from 70th to 95th birthday.
 6. **Data Page 16:** The Cost of the Rider: The charges shown in the Data Pages are for a Contract Owner electing GMIB I with this Rider. The current charge of “1.15%” may range from 0.65% to 2.00%. The maximum charge of “2.30%” may range from 1.00% to 3.00%. For this Rider with GMIB II, the current charge is 1.30% and may range from 0.65% to 2.00%. The maximum charge is 2.60% and may range from 1.00% to 3.00%.
 7. **Data Page 16-17:** We may change the charge for this Rider after the completion of “two” Contract Years. Accordingly, “third” may vary. The number of Contract Years may vary from 1 to 10 Contract Years.
 8. **Data Page 17:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only. The Special Dollar Cost Averaging is available under Series B.

Highest Anniversary Value Death Benefit Rider (when GMIB is also elected)

A. **Data Pages 17-18:** The entire block of text pertaining to the “HAV” GMDB Rider will appear when a client is issued the Rider and the GMIB Rider.

1. **Data Pages 17-18:** Effect of Withdrawals on your Highest Anniversary Value Benefit Base.

Currently, prior to completion of one Contract Year, reductions are on a pro-rata basis, therefore, the following sentence will appear: “Prior to completion of “one” “Contract Year(s)”, your HAV GMDB will be reduced on a pro-rata basis”. If this changes in the future, the above sentence will not appear and the phrase: “After completion of your first Contract Year” in the first sentence of the second paragraph will not appear.

“One” “Contract Year” may range from the first 2 months following the Contract Date to 5 Contract Years. “First” “Contract Year” may range from the first 2 months following the Contract Date to 5 Contract Years.

“30 days thereafter” may range from 15 to 120 days.

“85th” birthday may range from 70th to 95th birthday.

2. **Data Page 18:** Text pertaining to Required Minimum Distributions will appear with Traditional IRA Contracts only.

3. **Data Page 18:** The charge of “0.35%” for the Rider will range from 0.15% to 0.75%.

4. **Data Page 18:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only. The Special Dollar Cost Averaging is available under Series B.

Highest Anniversary Value Death Benefit Rider

A. **Data Pages 18-19:** The entire block of text pertaining to the “HAV” GMDB Rider will appear when a client is issued the Rider.

1. **Data Page 18:** The charge of “0.35%” may range from 0.15% to 0.75%.

2. **Data Page 19:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only. The Special Dollar Cost Averaging is available under Series B.

Earnings Enhancement Benefit Rider

- A. **Data Page 19:** The entire block of text pertaining to the “Earnings Enhancement Benefit” Rider will appear when a client is issued the Rider and the GMIB Rider.
- 1. **Data Page 19:** The current marketing name is shown in the Rider. If the marketing name changes, the designated name will appear.
- 2. **Data Page 19:** The percentage used to determine the Earnings Enhancement Death Benefit increment is based on the Owner’s issue age. “40%” may range from 20% to 60%; “25%” may range from 5% to 50%. “Age 70” may range from age 55 to 75; ages “71 through 75” may range from ages 56 to 85.
- 3. **Data Page 19:** The charge of “0.35%” for the Rider will range from 0.20% to 0.90%.
- 4. **Data Page 19:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only. The Special Dollar Cost Averaging is available under Series B.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Data Pages ICC12ACC13DP-CP marketed as AXA Equitable’s “Accumulator 13 – Series CP Share”

The following comments describe the nature and scope of the illustrative and variable material contained in the Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate “*in bold italics*” when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner’s optional benefit elections at application.

The Contract is available for issue as an annuity for Qualified Plan funding (**QP-DB and QP-DC**), an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Data Pages ICC12ACC13DP-CP:

1. **Data Page 1 and throughout:** These are illustrative numbers, amounts, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Page 1, “Joint Owner” and “Joint Annuitant”:** This text will appear in the Data Pages for Non-Qualified Contracts only with a Joint Owner and/or Joint Annuitant.
3. **Data Page 1, “Employer” and “Plan” Information:** This text will appear in the Data Pages for QP Contracts only:
4. **Data Page 1, “Market Segment Endorsement(s)”:** Endorsements, including Market Segment endorsement information will appear based on an Owner’s application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
5. **Data Page 2, “Investment Options Endorsement(s)” and “Optional Rider(s)”:** Any Benefit Endorsement or Optional Rider issued under a Contract will be listed on the Data Pages.
6. **Data Page 2, “Maturity Date”:** The Maturity Date may not be prior to five years from the Contract Date and the age at the Maturity Date is currently age 95. However, the Maturity Date and/or age at the Maturity Date may change based on regulatory guidelines. Reference to “five years” may range from 13 months to 5 years. The range for age “95”, is 80 to 120. Spousal Continuation paragraphs will appear for IRA and NQ Contracts as shown. “60 Days” may range from 30 to 120 days. For NQ Contracts with Joint Annuitants the age of the older Annuitant determines the Maturity Date. ~~This item does not apply to Inherited Traditional IRA/Roth IRA.~~
7. **Data Page 2, “Initial Contribution Received”:** The following will appear in the Data Pages if the Owner indicates an Expected First Year Contribution Amount in his/her application.

The following text appears in Roth IRA Contracts only: *[Credits are not applied to Contributions that result from a Roth IRA conversion from [any AXA Equitable] Extra Credit Traditional IRA Contract].

8. **Data Page 2 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed Data Pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

9. **Data Page 3, “Investment Options”:** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options that will be available are Variable Investment Options of AXA Equitable’s Separate Account No. 70. If this Separate Account is retitled, or if other Separate Accounts are made available in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any Separate Account Investment Option will provide for participation only in a Separate Account that has been approved by the New York Insurance Department. A client may select from the Variable Investment Options through our DFS approved Separate Account 70 (Option A) as shown in the Data Page and the Investment Options available under Option B shown below.

Option B:

EQ/Core Bond Index
EQ/Intermediate Government Bond Index
EQ/Money Market
EQ/Quality Bond PLUS
Multimanager Core Bond
AXA Balanced Strategy
AXA Conservative Growth Strategy
AXA Conservative Strategy
AXA Growth Strategy
AXA Moderate Growth Strategy
AXA Tactical Manager 400 Portfolio
AXA Tactical Manager 500 Portfolio
AXA Tactical Manager 2000 Portfolio
AXA Tactical Manager International Portfolio
EQ/AllianceBernstein Dynamic Wealth
EQ/AXA Franklin Small Cap Value Core
EQ/Equity Growth PLUS
EQ/Franklin Core Balanced
EQ/Franklin Templeton Allocation
EQ/Global Bond PLUS
EQ/Global Multi-Sector Equity
EQ/International Core PLUS
EQ/Large Cap Core PLUS
EQ/Large Cap Growth PLUS
EQ/Large Cap Value PLUS
EQ/Mid Cap Value PLUS
EQ/Mutual Large Cap Equity
EQ/Templeton Global Equity
Multimanager Aggressive Equity
Multimanager International Equity
Multimanager Large Cap Core Equity
Multimanager Large Cap Value
Multimanager Mid Cap Growth
Multimanager Mid Cap Value
Multimanager Multi-Sector Bond
Multimanager Small Cap Growth

Multimanager Small Cap Value
EQ/AllianceBernstein Small Cap Growth
EQ/Boston Advisors Equity Income
EQ/Calvert Socially Responsible
EQ/Capital Guardian Research
EQ/Davis New York Venture
EQ/MFS International Growth
EQ/JPMorgan Value Opportunities
EQ/Lord Abbett Large Cap Core
EQ/Montag & Caldwell Growth
EQ/Morgan Stanley Mid Cap Growth
EQ/Oppenheimer Global
EQ/PIMCO Ultra Short Bond
EQ/T. Rowe Price Growth Stock
EQ/UBS Growth and Income
EQ/Van Kampen Comstock
EQ/Wells Fargo Omega Growth
Multimanager Technology

We reserve the right to limit the number of Investment Options an Owner may elect. The text “You may not allocate amounts to more than “90” Investment Options at any time” is bracketed to allow for the flexibility of removing the sentence in the future if we decide not to limit the amount of Investment Options an Owner may elect. The amount of “90” Investment options may vary from 50 to 150.

Guaranteed Interest Option (GIO)

If the GMIB or an optional GMDB Rider has been elected, then the Guaranteed Interest Option is available in addition to the Variable Investment Options. Currently, no more than “25%” of the total Annuity Account Value of the Variable Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future or may be removed. The percentage limit may range from 5% to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time. We reserve the right to apply the percentage limit to only the Variable Investment Options.

The text pertaining to the AXA Ultra Conservative Strategy Investment Option will appear when GMIB is elected.

10. **Data Pages 3-4, “Contribution and Allocations”:**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or Contribution age limitations in the future to comply with any regulatory or product changes. The current age requirements are as follows:

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-70	71	95

* Issue Age is limited to age 75 for QP Contracts. The ages shown immediately above may range plus or minus 10 years. The Contribution Age Maximum is one year beyond the maximum issue age for these Contracts.

The Owner’s initial Contribution amount will appear on Data Page 2.

The current minimum Contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the Contribution limits to accommodate an optional GMIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business. The current maximum Contribution amounts are \$1,000,000 (\$500,000 for issue ages 81 – 85). The maximum Contribution amount may range from \$250,000 (for issue ages 81 – 85) to \$5,000,000 for all AXA Equitable Contracts.

“Discontinuance of Contributions”: The advance notice period of “45” days may range from 30 to 120 days.

Data Pages 3-4, “Subsequent Contributions”: Text will vary by market segment as shown in the Data Pages.

Table A: The Contribution limits will be shown in the Contract Owner’s Data Pages based on the Owner’s market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
\$25,000 <i>(Range of \$1,000 to \$50,000)</i>	“\$500” (\$50 for IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation <i>(Range of \$20 to \$2,000)</i>

Table B: The following language (based on the Contract Owner’s market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
QP-Defined Benefit	The only Contributions we will accept are: (i) transfers from another QP-DB Plan and (ii) amounts attributable to a change of investment vehicles in the Plan. We will not accept ongoing Contributions or Contributions directly from an Employer, or through an Employer’s check. We may refuse to accept any Contribution if the sum of all Contributions under the Contract would then total more than 80% of the present value of the Annuitant’s accrued benefit.
QP-Defined Contribution	The only Contributions we will accept are: (i) transfers from another QP-DC Plan and (ii) amounts attributable to a change of investment vehicles in the Plan. We will not accept ongoing Contributions or Contributions directly from an Employer, or through an Employer’s check. We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) Plans.
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be “regular” IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	<p>We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) Plans.</p> <p>We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from an [Accumulator or Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Accumulator or Retirement Cornerstone] Traditional IRA Contract.</p> <p>The reference to the product marketing name “Retirement Cornerstone” is bracketed to allow for the flexibility to change the marketing name and/or to include additional products in the future. <i>The reference to “\$5,000” may range from \$500 to \$25,000 and “25%” may range from 5% to 50%.</i></p>
Partial Roth IRA Conversion Contracts	The minimum Contribution amount is the greater of the initial minimum Contribution amount for the respective product (see Table A above) or 25% of the Owner’s Annuity Account Value. <i>This percentage may range from 0% to 100%.</i>

11. **Data Page 4, “Cumulative Contributions and Allocation Limits”:** Our right to refuse Contributions and allocations is based on certain maximums shown in the Data Pages and the issue age of the Owner. The reference to the maximum Contribution limit of “\$1,500,000” and “\$1,000,000” may range from \$500,000 to \$5,000,000; “\$500,000” may range from \$100,000 to \$1,000,000.

The references to the product marketing names “Accumulator” and/or “Retirement Cornerstone” are bracketed to allow for the flexibility to change the marketing name and/or to include additional products in the future.

Data Page 4, “AXA Equitable Annuity Accumulation Contract Contribution Limit”: We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total “\$2,500,000” (range \$100,000 to \$10,000,000).

12. **Data Page 4, “Transfer Rules (a) through (f)”**: Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the Variable Investment Options invest. We reserve the right to change this text to address disruptive activity.
13. **Data Page 5, “Guaranteed Interest Option Transfer Percentage Limit”**: The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to “25%”. This amount may change in the future. The percentage limitation will range from 5% to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time. The advance notice period of “45” days may range from 30 to 120 days.
14. **Data Page 5, References to Optional Rider Endorsements**: The cited Endorsement Applicable to the Asset Transfer Program (ATP) and the Endorsement Applicable to Investment Options will be issued under a Contract as described in the Data Pages.
15. **Data Page 5, “Withdrawals”**: The current minimum withdrawal amounts, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1,000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Text pertaining to Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.

The following text will appear for QP Contracts only: “Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.”

16. **Data Page 5, “Contract Termination”**: The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1,000.
17. **Data Page 6, “Annuity Benefit Forms - (Normal Form of Annuity Benefit)”**: The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages are modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations.

18. **Data Page 6 “Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)”**: The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of Annuity Benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1% to 6%.
19. **Data Page 6, “Conditions for Payment – (Minimum Amount to be Applied to an Annuity)”**: The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The “\$2,000” amount may range from \$1,500 to \$7,500; the “\$20” amount may range from \$10 to \$100.
20. **Data Page 7, “Free Withdrawal Amount”**: The Free Withdrawal Amount may range from 5% to 30%. The “90” day period may range from 45 to 180 days.
21. **Data Page 7, “Annual Administrative Charge”**: The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge of “\$30” per Contract Year may range from \$0 to \$85 and will not change once the Contract is issued. The minimum Annuity Account Value of “\$50,000” may range from \$25,000 to \$100,000.
22. **Data Page 8, “Transfer Charges and the Number of Free Transfers”**: The number of free transfers is currently “unlimited”. However, the number of free transfers may be limited to 4 per Contract Year. The charge for any transfer in excess of the number of free transfers may be “\$25” (with a range of \$0 to \$50) or “2%” (with a range of 0.50% to 5.00%) of each transaction amount. The charge will not exceed “\$35” (with a range of \$0 to \$50).
23. **Data Page 8, “Contract Fee”**: Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will range from 1.00% to 2.00%.

In addition, a Variable Investment Option Facilitation Charge will apply to certain Variable Investment Options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

24. **Data Page 8, “Third Party Transfer Charge”**: A charge for any amounts withdrawn from the Contract and directly transferred to another investment provider, retirement plan, account, or Contract, will be deducted. The current charge is \$0 (with a range of \$0 to \$125).
25. **Data Page 9, “Check Preparation Charge”: Alternate Payment Method** - As stated in Section 9.07 of the Contract, we may implement an alternate payment method. If we do so, the bracketed text pertaining to the Alternate Payment Method as shown will appear on the Data Page.

Any payment by check is subject to a check preparation charge. The current charge is \$0 (with a range of \$0 to \$85).

If a charge applies in the future, the text “Currently, there is no charge for this service” will be replaced with the following text:

The current charge is “\$85”.

Part D – Withdrawal Charge Waivers

26. **Data Page 9:** The bracketed text will appear for Contracts with a GMIB Rider that converts to a GWBL under a Single Life Contract with Joint Owners or Single Life Non-Natural Owner Contracts with Joint Annuitants.
27. **Data Pages 10-12:** Certain Withdrawal Charge waivers vary by market segment or Rider issuance as described in the variable text which prefaces bracketed items. Accordingly, the number of waivers will vary by Contract based on these criteria.

Part E – Rider References in Data Pages

GMIB Rider

- A. **Data Pages 11-15:** The entire block of text pertaining to the GMIB Rider will appear when a client is issued the Rider.
 1. **Data Page 11:** Annual Rollup Rate - The rate may range from 0.5% to 10%. Text will vary based on issue age. Age “64” may range from age 50 to age 90. If there are no age breaks for the rollup rate the text applicable to age 64 and later will appear in all Contracts.
 2. **Data Page 11:** Deferral Rollup Rate - The rate may range from 0.5% to 10%. Text will vary based on issue age. Age “64” may range from age 50 to age 90.
 3. **Data Page 12:** The bracketed text “The GMIB Benefit Base will be reduced by....” will appear with the B, L, and CP Share Contracts. It does not appear with a Share Class of Contracts for which there is no withdrawal charge applicable. Currently all share classes include a withdrawal charge.
 4. **Data Pages 12 and 14:** Reference to “30 days” as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
 5. **Data Page 12:** Reference to “Age 85” with respect to the operation of the Annual Ratchet and Rollup provisions of the rider as shown in this section and throughout the Rider may range from ages 70 to 95. Accordingly “85th birthday” would range from “70th to 95th birthday.”
 6. **Data Page 12:** Reference to bracketed “first” and “10th” Contract Date Anniversary as shown in this section and throughout the Rider may range from first to fifteenth.
 7. **Data Page 12:** The text “If you reset your Rollup Benefit Base on or after age “76”, notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your “85th” birthday” as shown in the Data Page will appear if we waive the ten year wait for GMIB Exercise upon a reset of the GMIB Benefit Base at the ages shown.
 8. **Data Page 12:** Reference to age “76” may range from 70 to 95.

9. **Data Page 13:** Text pertaining to Non-Qualified Contracts as shown in this section and throughout the Rider will appear only in Riders issued to NQ Contract Owners.
10. **Data Page 13:** Applicable Percentage Table: The age breaks may vary by plus or minus 10 years for each range. The Applicable Percentage may vary by plus or minus 200 basis points per age break.
11. **Data Page 14:** The Cost of The Rider: The charges that are shown in the Data Page apply to Contracts issued with GMIB I. The current charge of “1.15%” may range from 0.65% to 2.00%. The maximum charge of “2.30%” may range from 1.00% to 3.00%. For Contracts issued with GMIB II, the current charge is 1.30% and may range from 0.65% to 2.00%. The maximum charge is 2.60% and may range from 1.00% to 3.00%.
12. **Data Page 14:** We may change the charge for this Rider after the completion of “two” Contract Years. Accordingly, “third” may vary. The number of Contract Years may vary from 1 to 10 Contract Years.
13. **Data Page 15:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

“Greater of” Death Benefit Rider

- A. **Data Pages 15-16:** The entire block of text pertaining to the “Greater of” GMDB Rider will appear when a client is issued the Rider.
 1. **Data Page 15:** Annual Rollup Rate - The rate may range from 0.5% to 10%. Text will vary based on issue age. Age “64” may range from age 50 to age 90. If there are no age breaks for the rollup rate the text applicable to age 64 and later will appear in all Contracts.
 2. **Data Page 15:** Deferral Rollup Rate - The rate may range from 0.5% to 10%. Text will vary based on issue age. Age “64” may range from age 50 to age 90.
 3. **Data Pages 15-16:** Reference to “30” days may range from 15 to 120 days.
 4. **Data Page 15:** Reference to “first” Contract Date Anniversary may range from the first to the tenth Contract Date Anniversary.
 5. **Data Page 15:** Reference to “85th” birthday may range from 70th to 95th birthday.
 6. **Data Page 15:** The Cost of the Rider: The charges shown in the Data Pages are for a Contract Owner electing GMIB I with this Rider. The current charge of “1.15%” may range from 0.65% to 2.00%. The maximum charge of “2.30%” may range from 1.00% to 3.00%. For this Rider with GMIB II, the current charge is 1.30% and may range from 0.65% to 2.00%. The maximum charge is 2.60% and may range from 1.00% to 3.00%.
 7. **Data Pages 15-16:** We may change the charge for this Rider after the completion of “two” Contract Years. Accordingly, “third” may vary. The number of Contract Years may vary from 1 to 10 Contract Years.

8. **Data Page 16:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

Highest Anniversary Value Death Benefit Rider (when GMIB is also elected)

- A. **Data Pages 16-17:** The entire block of text pertaining to the “HAV” GMDB Rider will appear when a client is issued the Rider and the GMIB Rider.

1. **Data Pages 16-17:** Effect of Withdrawals on your Highest Anniversary Value Benefit Base

Currently, prior to completion of one Contract Year, reductions are on a pro-rata basis, therefore, the following sentence will appear: “Prior to completion of “one” “Contract Year(s)”, your HAV GMDB will be reduced on a pro-rata basis”. If this changes in the future, the above sentence will not appear and the phrase: “After completion of your first Contract Year” in the first sentence of the second paragraph will not appear.

“One” “Contract Year” may range from the first 2 months following the Contract Date to 5 Contract Years.

“First” “Contract Year” may range from the first 2 months following the Contract Date to 5 Contract Years.

“30 days thereafter” may range from 15 to 120 days.

“85th” birthday may range from 70th to 95th birthday.

2. **Data Page 18:** Text pertaining to Required Minimum Distributions will appear with Traditional IRA Contracts only.
3. **Data Page 17:** The charge of “0.35%” may range from 0.15% to 0.75%.
4. **Data Page 17:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

Highest Anniversary Value Death Benefit Rider

- A. **Data Pages 17-18:** The entire block of text pertaining to the “HAV” GMDB Rider will appear when a client is issued the Rider.

1. **Data Page 17:** The charge of “0.35%” may range from 0.15% to 0.75%.

2. **Data Page 18:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

Earnings Enhancement Benefit Rider

- A. **Data Page 18:** The entire block of text pertaining to the “Earnings Enhancement Benefit” Rider will appear when a client is issued the Rider and the GMIB Rider.
 - 1. **Data Page 18:** The current marketing name is shown in the Rider. If the marketing name changes, the designated name will appear.
 - 2. **Data Page 18:** The percentage used to determine the Earnings Enhancement Death Benefit increment is based on the Owner’s issue age. “40%” may range from 20% to 60%; “25%” may range from 5% to 50%. “Age 70” may range from age 55 to 75; ages “71 through 75” may range from ages 56 to 85.
 - 3. **Data Page 18:** The charge of “0.35%” for the Rider will range from 0.20% to 0.90%.
 - 4. **Data Page 18:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

AXA EQUITABLE LIFE INSURANCE COMPANY
Statement of Variability
For Applications:
E 2012 App 02 ACC13

The following comments describe the nature and scope of the variable material in the forms which is bracketed. In addition, we may include in each section statements that provide instructions on how to complete the applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Items shown in the application are based on a contract holder's election. His/her elections are input in to the third party wholesaler system and then the application is printed reflecting the client's elections. The printed application is signed by the client.

The address, web address, telephone numbers, and the catalog number (center, bottom of page) on the form should be considered administrative in nature and are subject to change.

1. On page 1, this information will vary by the contract owner.
2. On page 1, this information will vary by contract type and payment methods elected by contract owner. These options may be:

Product Name: Alternate Series are: Series CP and Series L.

Type of Contract: Non-Qualified, Traditional IRA, Roth IRA, Qualified Plan Defined Contribution (DC), Qualified Plan Defined Benefit (DB), Inherited IRA BCO, Inherited Roth IRA BCO, Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO, or Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO.

Method of Payment:

Check or Wire, 1035 Exchange (from Single Owner Contract, NQ only), 1035 Exchange (from Joint Owner Contract, NQ only), CD or Mutual Fund Proceeds (NQ only), Direct Transfer (IRA or Roth), Rollover from eligible retirement plan (IRA or Roth), IRA Regular Contribution for the year 20__ (IRA or Roth), Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA only), or, Direct Rollover (Non-Spousal Beneficiary QP to Inherited Roth only)

3. On page 1, the Owner Type will vary by contract owner and can be: Individual, Trust, Qualified Plan Trust (DC/DB), UGMA/UTMA, Custodian (IRA/Roth), Other Non-Natural Owner, Beneficiary of Deceased IRA Owner, or Non Spousal Beneficiary of Deceased QP Participant.
4. On page 1, the information requested under Owner Patriot Act Information may be changed as a result of the U.S. Patriot Act.
5. On page 2, this is where the optional riders elected by the client are shown. These riders may be GMIB, GMDB, Highest Anniversary Value GMDB, and Return of Principal GMDB.
 - Owner issue ages may range from 20 – 90
 - Age 95 referenced in the GMDB Riders may vary from 70 to 95

- If GMIB is made available to issue age 80, between issue ages 76 and 80, if GMIB is elected, the only GMDB available will be Return of Principal GMDB.
6. On page 2, Special Money Market DCA ranges that may be chosen by the contract owner are 3, 6, or 12 months. Durations may change or additional periods may be added, such as 18 or 24 months.
 7. On page 2, The Separate Account Variable Investment Options to which monies have been allocated by the contract owner will be listed here. The Separate Account Variable Investment Options available from AXA Equitable will have been approved by the New York State Department of Financial Services. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. Attached is the list of funds from which a client may select to allocate monies. A client may elect either Option A or Option B. If a client elects Option B then the percentage ranges for the various Investment Options and Category minimums may range from “none” to 100%, maximums may range from 1% to 100%. The category names for the Investment Options may change based on the Company’s asset classification. Categories may be deleted, added or merged based on current asset allocation rules. The list of Allocation Rule fund exceptions, may be modified as such rules and/or funds change.
 8. On page 4, age 85 referenced may range from 80-120.
 9. On page 4, the reference to the new waiting period to exercise the GMIB of up to the later of 10 years may range from 1-15 years. Age 85 and 85th birthday referenced may range from 70-95. 30 days referenced may vary from 15-120 days.
 10. On page 4, the maximum rates of 2.30% and 2.60% may range from 1.00%-3.00%.
 11. On page 5, this information will vary by Registered Representative.
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AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For Applications:

2012 App 01 ACC13

2012 App 02 ACC13

The following comments describe the nature and scope of the variable material in the forms which is bracketed. In addition, we may include in each section statements that provide instructions on how to complete the applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

1. The address, web address, telephone numbers, the catalog number, the barcode (which is reflective of the catalog number), and page footers of the form should be considered administrative in nature and are subject to change.
2. "All Series" is bracketed, we may limit the use of this application to a single series, two series or we may add a series in which case any new series will be reflected in Section 1A. (Any limitation in series would also be shown in 1A)
3. In Section 1 the Type of Contract references the markets (e.g., "NQ", "QP", "IRA", etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
4. In Section 1 the available methods of payment may vary by the type of markets offered.
5. In Section 2 the available types of ownership may vary by the type of markets offered.
6. In Section 2 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
7. In Section 5 the optional riders available under the contract will be shown here. As riders are added to the contract through the regulatory approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 5.
 - Owner issue ages may range from 20 – 90
 - Age 85 referenced in the GMDB Riders may vary from 60 to 100
 - The following ages referenced in this section of the rider may vary within the range of plus or minus 10 years: 64, 65, 66, 70 and 71
 - The Annual Roll Up and Deferral Bonus Roll Up Rates may vary within the range of 0.5% - 10%
 - The reference to the new waiting period to exercise the GMIB of up to the later of 10 years may range from 1-15 years. Currently there are age breaks for the rollup rate. (as shown in the applications) Alternately; there may be one rollup rate, regardless of age. In such case, the following text will appear: "There are two rollup rates associated with the GMIB and the rollup benefit base of the "Greater of" GMDB. The Deferral Rollup rate of [5%] is applicable until the contract year in which you begin taking withdrawals from the contract. Beginning in the Contract Year you begin take withdrawals from the Contract, your Annual Rollup Rate will be [4%].
8. In Section 6, Special DCA durations may change or additional periods may be added, such as 18 or 24 months.

9. In Section 7, the Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%.
10. In Section 7, the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Department of Financial Services. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. The percentage ranges for the various Investment Options and Categories minimums may range from “none” to 100%. Maximums may range from 1% to 100%. The category names for the Investment Options may change based on the Company’s asset classification. Categories may be deleted, added or merged based on current asset allocation rules. The list of Allocation Rule fund exceptions may be modified as such rules and/or funds change.
11. In Section 7, the Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%.
12. In Section 7, we reserve the right to change the minimum or maximum contribution amounts, which may change due to market conditions.
13. In Section 13, age 85 and 85th birthday referenced may range from 70-95. 30 days referenced may vary from 15-120 days. The reference to the new waiting period to exercise the GMIB of up to the later of 10 years may range from 1-15 years.
14. In Section 13, the maximum rates of 2.30% and 2.60% may range from 1.00%-3.00%.
15. In Section 14, commission options may be added or removed.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For Endorsement Form ICC12ATPACC13

The above forms are for use with Contract Form ICC11BASE1-A and ICC11BASE2-A marketed as AXA Equitable’s “Accumulator 13”

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form shown in brackets. When applicable, alternate text is provided. The actual endorsement a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner’s elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC12ATPACC13

1. Page 1: The ATP Investment Option (AXA Ultra Conservative Strategy Investment Option) may be substituted for an Investment Option of similar investment policy.
2. Page 2: The “28th” day of the month may change based on administrative capabilities. Such date may vary from the 15th to the 30th day of the month.
3. Page 2: “Twelfth” month may vary from the “first” to the “eleventh.”
4. Page 3 and Appendix 1: Bracketed Transfer Point percentages shown on page 2 and Appendix 1:

Value	Range
Minimum Transfer Point	plus or minus 10%
Maximum Transfer Point	plus or minus 10%

5. Page 3: 2% may vary from 0.5 to 4%.
6. Page 3: 20th may vary from 10th to 30th.
7. Page 4 and throughout the Endorsement: “Money Market” is bracketed because, under Series CP, Special “Money Market” Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available. Accordingly, the referenced endorsement is issued with the respective products as shown in this section and throughout the Endorsement.
8. Page 5: The Minimum Transfer Threshold Amounts: 1% may vary from 0.25% to 2%, and \$1000 may vary from \$250 to \$2000.

9. Page 6: item F. “ATP Exit Option” The bracketed text in the first sentence may vary as follows:

The clause “After the first Contract Year,” will not appear if there is no wait for this feature. Alternatively, the following clause will appear if there is a longer wait period: “After the first Contract Year and the “five” Contract years thereafter. “Five” may range from “0” to “10”.

“first” may vary from first to tenth

“once” may vary from “twice” to “twelve” times

“Contract Year” may vary to “month”

“one” may vary from “two” to “twelve times”

10. Page 6: **New BB** (Benefit Base) Formula

3% may range from 2% to 6%

11. Page 8: The Company Officer’s signatures and titles are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Data Pages ICC12ACC13DP-L marketed as AXA Equitable’s “Accumulator 13 – Series L Share”

The following comments describe the nature and scope of the illustrative and variable material contained in the Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate “*in bold italics*” when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner’s optional benefit elections at application.

The Contract is available for issue as an annuity for Qualified Plan funding (**QP-DB and QP-DC**), an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Data Pages ICC12ACC13DP-L:

1. **Data Page 1 and throughout:** These are illustrative numbers, amounts, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Page 1, “Joint Owner” and “Joint Annuitant”:** This text will appear in the Data Pages for Non-Qualified Contracts only with a Joint Owner and/or Joint Annuitant.
3. **Data Page 1 (This item applies to Inherited IRA/Roth IRA Contracts only.):** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation “Special Surviving Spouse” will appear after the Owner’s name and the Original Owner’s date of death will be shown.
4. **Data Page 1 (This item applies to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts only.):** If the Contract is issued as a Non-Spousal Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant’s name and date of death will be shown here.
5. **Data Page 1, “Employer” and “Plan” Information:** This text will appear in the Data Pages for QP Contracts only.
6. **Data Page 2, “Market Segment Endorsement(s)”:** Market Segment endorsement information will appear based on an Owner’s application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
7. **Data Page 2, “Investment Options Endorsement(s)” and “Optional Rider(s)”:** Any Benefit Endorsement or Optional Rider issued under a Contract will be listed on the Data Pages.
8. **Data Page 2, “Maturity Date”:** The Maturity Date and corresponding description will appear on the Data Page for NQ, Traditional IRA, and Roth IRA Contracts. The Maturity Date may not be prior to thirteen months from the Contract Date and the age at the Maturity Date is currently age 95. However, the Maturity Date and/or age at the Maturity Date may change based on regulatory guidelines. Reference to “thirteen months” may range from 13 months to 5 years. The range for age “95”, is 80 to 120. Spousal Continuation paragraphs will appear for IRA and NQ contracts as shown. “60 Days” may range from 30 to 120 days. For NQ Contracts with Joint Annuitants the age of the older Annuitant determines the Maturity Date.
9. **Data Page 3, “BCO Distribution Commencement Date”:** The BCO Distribution Commencement Date will appear, in lieu of the Maturity Date, for Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Contracts (also referred to as “Non-Spousal QP to Inherited IRA BCO Contracts”).

10. **Data Page 3 “Special Dollar Cost Averaging Rate”:** Currently, Special DCA is available under this Contract. If this changes in the future, this text will not appear in the Data Page. The minimum Special DCA interest rate will never be less than 1% or the NAIC minimum rate as described in item 13 or more than 20%. The duration may vary from 3 to 24 months.

11. **Data Page 3 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed Data Pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

12. **Data Page 3, “Investment Options”:** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options that will be available are Variable Investment Options of AXA Equitable’s Separate Account No. 70. If this Separate Account is retitled, or if other Separate Accounts are made available in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any Separate Account Investment Option will provide for participation only in a Separate Account that has been approved by the New York Insurance Department. A client may select from the Variable Investment Options through our DFS approved Separate Account 70 (Option A) as shown in the Data Page and the Investment Options available under Option B shown below.

Option B:

- EQ/Core Bond Index
- EQ/Intermediate Government Bond Index
- EQ/Money Market
- EQ/Quality Bond PLUS
- Multimanager Core Bond
- AXA Balanced Strategy
- AXA Conservative Growth Strategy
- AXA Conservative Strategy
- AXA Growth Strategy
- AXA Moderate Growth Strategy
- AXA Tactical Manager 400 Portfolio
- AXA Tactical Manager 500 Portfolio
- AXA Tactical Manager 2000 Portfolio
- AXA Tactical Manager International Portfolio
- EQ/AllianceBernstein Dynamic Wealth
- EQ/AXA Franklin Small Cap Value Core
- EQ/Equity Growth PLUS
- EQ/Franklin Core Balanced
- EQ/Franklin Templeton Allocation

EQ/Global Bond PLUS
EQ/Global Multi-Sector Equity
EQ/International Core PLUS
EQ/Large Cap Core PLUS
EQ/Large Cap Growth PLUS
EQ/Large Cap Value PLUS
EQ/Mid Cap Value PLUS
EQ/Mutual Large Cap Equity
EQ/Templeton Global Equity
Multimanager Aggressive Equity
Multimanager International Equity
Multimanager Large Cap Core Equity
Multimanager Large Cap Value
Multimanager Mid Cap Growth
Multimanager Mid Cap Value
Multimanager Multi-Sector Bond
Multimanager Small Cap Growth
Multimanager Small Cap Value
EQ/AllianceBernstein Small Cap Growth
EQ/Boston Advisors Equity Income
EQ/Calvert Socially Responsible
EQ/Capital Guardian Research
EQ/Davis New York Venture
EQ/MFS International Growth
EQ/JPMorgan Value Opportunities
EQ/Lord Abbett Large Cap Core
EQ/Montag & Caldwell Growth
EQ/Morgan Stanley Mid Cap Growth
EQ/Oppenheimer Global
EQ/PIMCO Ultra Short Bond
EQ/T. Rowe Price Growth Stock
EQ/UBS Growth and Income
EQ/Van Kampen Comstock
EQ/Wells Fargo Omega Growth
Multimanager Technology

We reserve the right to limit the number of Investment Options an Owner may elect. The text “You may not allocate amounts to more than “90” Investment Options at any time” is bracketed to allow for the flexibility of removing the sentence in the future if we decide not to limit the amount of Investment Options an Owner may elect. The amount of “90” Investment options may vary from 50 to 150.

Guaranteed Interest Option (GIO)

If the GMIB or an optional GMDB Rider has been elected, then the Guaranteed Interest Option is available in addition to the Variable Investment Options. Currently, no more than 25% of the total Annuity Account Value of the Variable Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future or may be removed. The percentage limit may range from 5% to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time. We reserve the right to apply the percentage limit to only the Variable Investment Options.

The text pertaining to the AXA Ultra Conservative Strategy Investment Option will appear when GMIB is elected.

13. **Data Page 4, “Contribution and Allocations”:**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or Contribution age limitations in the future to comply with any regulatory or product changes. The current age requirements are as follows:

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-85	86	95

* Issue Age is limited to age 70 for Inherited IRA Contracts and 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age for these Contracts.

The Owner’s initial Contribution amount will appear on Data Page 3.

The current minimum Contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the Contribution limits to accommodate an optional GMIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business. The current maximum Contribution amounts are \$1,000,000 (\$500,000 for issue ages 81 – 85). The maximum Contribution amount may range from \$250,000 (for issue ages 81 – 85) to \$5,000,000 for all AXA Equitable Contracts.

“Discontinuance of Contributions”: The advance notice period of “45” days may range from 30 to 120 days.

“Market Segment”: Text will vary by market segment as shown in the Data Pages.

Table A: The Contribution limits will be shown in the Contract Owner’s Data Pages based on the Owner’s market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
\$25,000 <i>(Range of \$1,000 to \$50,000)</i>	“\$500” (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation <i>(Range of \$20 to \$2,000)</i>

Table B: The following language (based on the Contract Owner’s market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
QP-Defined Benefit	The only Contributions we will accept are: (i) transfers from another QP-DB Plan and (ii) amounts attributable to a change of investment vehicles in the Plan. We will not accept ongoing Contributions or Contributions directly from an Employer, or through an Employer’s check. We may refuse to accept any Contribution if the sum of all Contributions under the Contract would then total more than 80% of the present value of the Annuitant’s accrued benefit.
QP-Defined Contribution	The only Contributions we will accept are: (i) transfers from another QP-DC Plan and (ii) amounts attributable to a change of investment vehicles in the Plan. We will not accept ongoing Contributions or Contributions directly from an Employer, or through an Employer’s check. We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) Plans.
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be “regular” IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) Plans. We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs. Amounts converted from an [Accumulator or Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Accumulator or Retirement Cornerstone] Traditional IRA Contract. The reference to the product marketing name “Retirement Cornerstone” is

	bracketed to allow for the flexibility to change the marketing name and/or to include additional products in the future. <i>The reference to “\$5,000” may range from \$500 to \$25,000 and “25%” may range from 5% to 50%.</i>
Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA	We will accept a single direct rollover Contribution in accordance with the Section 402 (c) (11) of the Code of your interest as a beneficiary under the Deceased Participant’s Applicable Plan. No subsequent Contributions can be made. Subsequent Contributions are not permitted under the Contract. Accordingly, the following text will not print: “Subsequent Contributions are limited to the first Contract Year.”
Inherited Traditional IRA	Subject to our approval, you may make additional direct transfer Contributions to this Inherited Traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Inherited Roth IRA	Subject to our approval, you may make additional direct transfer Contributions to this Inherited Roth IRA Contract from your interest as a beneficiary under another Roth individual retirement arrangement under Sections 408A and 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Partial Roth IRA Conversion Contracts	The minimum Contribution amount is the greater of the initial minimum Contribution amount for the respective product (see Table A above) or 25% of the Owner’s Annuity Account Value. <i>This percentage may range from 0% to 100%.</i>

14. **Data Page 4, “Cumulative Contributions and Allocation Limits”:** Our right to refuse Contributions and allocations is based on certain maximums shown in the Data Pages and the issue age of the Owner. The reference to the maximum Contribution limit of “\$1,500,000” and “\$1,000,000” may range from \$500,000 to \$5,000,000; “\$500,000” may range from \$100,000 to \$1,000,000.

The references to the product marketing names “Accumulator” and/or “Retirement Cornerstone” are bracketed to allow for the flexibility to change the marketing name and/or to include additional products in the future.

Data Page 4, “AXA Equitable Annuity Accumulation Contract Contribution Limit”: We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total “\$2,500,000” (range \$100,000 to \$10,000,000).

15. **Data Page 5, “Transfer Rules (a) through (f)”**: Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the Variable Investment Options invest. We reserve the right to change this text to address disruptive activity.
16. **Data Page 5, “Guaranteed Interest Option Transfer Percentage Limit”**: The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to “25%”. This amount may change in the future. The percentage limitation will range from 5% to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time. The advance notice period of “45” days may range from 30 to 120 days.
17. **Data Page 5, References to Optional Rider Endorsements**: The cited endorsements will be issued under a Contract as described in the Data Pages.
18. **Data Pages 5-6, “Withdrawals”**: The current minimum withdrawal amount, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1,000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Text pertaining to Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.

The following text will appear for QP Contracts only: “Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.”
19. **Data Page 6, “Contract Termination”**: The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1,000.
20. **Data Pages 6-7, “Annuity Benefit Forms - (Normal Form of Annuity Benefit)”**: The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. *This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contract.*
21. **Data Page 7, “Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)”**: The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of Annuity Benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1% to 6%.

22. **Data Page 7, “Conditions for Payment – (Minimum Amount to be Applied to an Annuity)”**: The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The “\$2,000” amount may range from \$1,500 to \$7,500; the “\$20” amount may range from \$10 to \$100.
23. **Data Page 8, “Free Withdrawal Amount”**: The Free Withdrawal Amount may range from 5% to 30%. The “90” day period may range from 45 to 180 days.
24. **Data Page 8, “Annual Administrative Charge”**: The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge of “\$30” per Contract Year may range from \$0 to \$85 and will not change once the Contract is issued. The minimum Annuity Account Value of “\$50,000” may range from \$25,000 to \$100,000.
25. **Data Page 8, “Transfer Charges and the Number of Free Transfers”**: The number of free transfers is currently “unlimited”. However, the number of free transfers may be limited to 4 per Contract Year. The charge for any transfer in excess of the number of free transfers may be “\$25” (with a range of \$0 to \$50) or “2%” (with a range of 0.50% to 5.00%) of each transaction amount. The charge will not exceed “\$35” (with a range of \$0 to \$50).
26. **Data Page 9, “Contract Fee”**: Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will range from 1.00% to 2.00%.

In addition, a Variable Investment Option Facilitation Charge will apply to certain Variable Investment Options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

27. **Data Page 9, “Third Party Transfer Charge”**: A charge for any amounts withdrawn from the Contract and directly transferred to another investment provider, retirement plan, account, or Contract, will be deducted. The current charge is \$0 (with a range of \$0 to \$125).
28. **Data Page 9, “Check Preparation Charge”: Alternate Payment Method** - As stated in Section 9.07 of the Contract, we may implement an alternate payment method. If we do so, the bracketed text pertaining to the Alternate Payment Method as shown will appear on the Data Page.

Any payment by check is subject to a check preparation charge. The current charge is \$0 (with a range of \$0 to \$85).

If a charge applies in the future, the text “Currently, there is no charge for this service” will be replaced with the following text:

The current charge is “\$85”.

Part D – Withdrawal Charge Waivers

29. **Data Page 10:** The bracketed text will appear for Contracts with a GMIB Rider that converts to a GWBL under a Single Life Contract with Joint Owners or Single Life Non-Natural Owner Contracts with Joint Annuitants.
30. **Data Pages 11-12:** Certain Withdrawal Charge waivers vary by market segment or Rider issuance as described in the variable text which prefaces bracketed items. Accordingly, the number of waivers will vary by Contract based on these criteria.

Part E – Rider References in Data Pages

GMIB Rider

- A. **Data Pages 12-15:** The entire block of text pertaining to the GMIB Rider will appear when a client is issued the Rider.
 1. **Data Page 12:** Annual Rollup Rate - The rate may range from 0.5% to 10%. Text will vary based on issue age. Age “64” may range from age 50 to age 90. If there are no age breaks for the rollup rate the text applicable to age 64 and later will appear in all Contracts.
 2. **Data Page 12:** Deferral Rollup Rate - The rate may range from 0.5% to 10%. Text will vary based on issue age. Age “64” may range from age 50 to age 90.
 3. **Data Page 12:** The bracketed text “The GMIB Benefit Base will be reduced by....” will appear with the B, L, and CP Share Contracts. It does not appear with a Share Class of Contracts for which there is no withdrawal charge applicable. Currently all share classes include a withdrawal charge.
 4. **Data Pages 12, 13, and 15:** Reference to “30 days” as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
 5. **Data Pages 12-13:** Reference to “Age 85” with respect to the operation of the Annual Ratchet and Rollup provisions of the rider as shown in this section and throughout the Rider may range from ages 70 to 95. Accordingly “85th birthday” would range from 70th to 95th birthday.
 6. **Data Page 13:** Reference to bracketed “first” and “10th” Contract Date Anniversary as shown in this section and throughout the Rider may range from first to fifteenth.
 7. **Data Page 13:** The text “If you reset your Rollup Benefit Base on or after age “76”, notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part II of this GMIB Rider upon your Contract Date Anniversary following your “85th” birthday” as shown in the Data Page will appear if we waive the ten year wait for GMIB Exercise upon a reset of the GMIB Benefit Base at the ages shown.
 8. **Data Page 13:** Reference to age “76” may range from 70 to 95.
 9. **Data Page 13:** Text pertaining to Non-Qualified Contracts as shown in this section and throughout the Rider will appear only in Riders issued to NQ Contract Owners.

10. **Data Page 14:** Applicable Percentage Table: The age breaks may vary by plus or minus 10 years for each range. The Applicable Percentage may vary by plus or minus 200 basis points per age break.
11. **Data Page 15:** The Cost of The Rider: The charges that are shown in the Data Page apply to Contracts issued with GMIB I. The current charge of “1.15%” may range from 0.65% to 2.00%. The maximum charge of “2.30%” may range from 1.00% to 3.00%. For Contracts issued with GMIB II, the current charge is 1.30% and may range from 0.65% to 2.00%. The maximum charge is 2.60% and may range from 1.00% to 3.00%.
12. **Data Page 15:** We may change the charge for this Rider after the completion of “two” Contract Years. Accordingly, “third” may vary. The number of Contract Years may vary from 1 to 10 Contract Years.
13. **Data Page 15:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only. The Special Dollar Cost Averaging is available under Series L.

“Greater of” Death Benefit Rider

- A. **Data Pages 16-17:** The entire block of text pertaining to the “Greater of” GMDB Rider will appear when a client is issued the Rider.
 1. **Data Page 16:** Annual Rollup Rate - The rate may range from 0.5% to 10%. Text will vary based on issue age. Age “64” may range from age 50 to age 90. If there are no age breaks for the rollup rate the text applicable to age 64 and later will appear in all Contracts.
 2. **Data Page 16:** Deferral Rollup Rate - The rate may range from 0.5% to 10%. Text will vary based on issue age. Age “64” may range from age 50 to age 90.
 3. **Data Pages 16-17:** Reference to “30” days may range from 15 to 120 days.
 4. **Data Page 16:** Reference to “first” Contract Date Anniversary may range from the first to the tenth Contract Date Anniversary.
 5. **Data Page 16:** Reference to “85th” birthday may range from 70th to 95th birthday.
 6. **Data Page 16:** The Cost of the Rider: The charges shown in the Data Pages are for a Contract Owner electing GMIB I with this Rider. The current charge of “1.15%” may range from 0.65% to 2.00%. The maximum charge of “2.30%” may range from 1.00% to 3.00%. For this Rider with GMIB II, the current charge is 1.30% and may range from 0.65% to 2.00%. The maximum charge is 2.60% and may range from 1.00% to 3.00%.
 7. **Data Pages 16-17:** We may change the charge for this Rider after the completion of “two” Contract Years. Accordingly, “third” may vary. The number of Contract Years may vary from 1 to 10 Contract Years.
 8. **Data Page 17:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only. The Special Dollar Cost Averaging is available under Series L.

Highest Anniversary Value Death Benefit Rider (when GMIB is also elected)

A. **Data Pages 17-18:** The entire block of text pertaining to the “HAV” GMDB Rider will appear when a client is issued the Rider and the GMIB Rider.

1. **Data Pages 17-18:** Effect of Withdrawals on your Highest Anniversary Value Benefit Base.

Currently, prior to completion of one Contract Year, reductions are on a pro-rata basis, therefore, the following sentence will appear: “Prior to completion of “one” “Contract Year(s)”, your HAV GMDB will be reduced on a pro-rata basis”. If this changes in the future, the above sentence will not appear and the phrase: “After completion of your first Contract Year” in the first sentence of the second paragraph will not appear.

“One” “Contract Year” may range from the first 2 months following the Contract Date to 5 Contract Years. “First” “Contract Year” may range from the first 2 months following the Contract Date to 5 Contract Years.

“30 days thereafter” may range from 15 to 120 days.

“85th” birthday may range from 70th to 95th birthday.

2. **Data Page 18:** Text pertaining to Required Minimum Distributions will appear with Traditional IRA Contracts only.

3. **Data Page 18:** The charge of “0.35%” for the Rider will range from 0.15% to 0.75%.

4. **Data Page 18:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only. The Special Dollar Cost Averaging is available under Series L.

Highest Anniversary Value Death Benefit Rider

A. **Data Pages 18-19:** The entire block of text pertaining to the “HAV” GMDB Rider will appear when a client is issued the Rider.

1. **Data Page 18:** The charge of “0.35%” may range from 0.15% to 0.75%.

2. **Data Page 19:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only. The Special Dollar Cost Averaging is available under Series L.

Earnings Enhancement Benefit Rider

- A. **Data Page 19:** The entire block of text pertaining to the “Earnings Enhancement Benefit” Rider will appear when a client is issued the Rider and the GMIB Rider.
1. **Data Page 19:** The current marketing name is shown in the Rider. If the marketing name changes, the designated name will appear.
 2. **Data Page 19:** The percentage used to determine the Earnings Enhancement Death Benefit increment is based on the Owner’s issue age. “40%” may range from 20% to 60%; “25%” may range from 5% to 50%. “Age 70” may range from age 55 to 75; ages “71 through 75” may range from ages 56 to 85.
 3. **Data Page 19:** The charge of “0.35%” for the Rider will range from 0.20% to 0.90%.
 4. **Data Page 19:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only. The Special Dollar Cost Averaging is available under Series L.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability For Endorsements ICC12IRA-ACC13, ICC12ROTH-ACC13, and ICC12NQ-ACC13

The above forms are for use with Contract Forms ICC11BASE1-A and ICC11BASE2-A marketed as AXA Equitable's "Accumulator 13" Series B, Series L, and Series CP

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form shown in brackets. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contracts are available for issue as an Individual Retirement Annuity (**IRAs**) or as a Non-Qualified annuity (**NQ**).

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC12IRA-ACC13

1. **Pages 1, 2, 4, and 11:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 4:** The applicable language will appear when an Optional Rider has been elected.
3. **Page 5:** The sentence "The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under "Effect of Death on any Applicable Optional Rider" will appear when an Optional Rider has been elected.
4. **Page 4 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. The ages are bracketed and may range from 65 to 95.
5. **Page 11:** The Company Officer's signatures and titles are bracketed and may change in the future.
6. **Attachment A:** The applicable language will appear when an Optional Rider has been elected as described in the variable text.
7. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement ICC12ROTH-ACC13

1. **Pages 1, 2, 6, and 11:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 6:** The applicable language will appear when an Optional Rider has been elected.
3. **Page 6 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. The ages are bracketed and may range from 70 to 95.
4. **Page 7:** The sentence “The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” will appear when an Optional Rider has been elected.
5. **Page 12:** The Company Officer’s signatures and titles are bracketed and may change in the future.
6. **Attachment A:** The applicable language will appear when an Optional Rider has been elected as described in the variable text.
7. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement ICC12NQ-ACC13

1. **Pages 3, 5, 6, and 7:** The sentence “The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider, Attachment A, to this Endorsement” will appear when an Optional Rider has been elected.
2. **Page 4 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. The ages are bracketed and may range from 70 to 90.
3. **Page 4:** The applicable language will appear when an Optional Rider has been elected as described in the variable text.
4. **Page 8:** The period during which an eligible individual may elect to continue coverage under the Beneficiary Continuation Option is “nine (9) months”. This period may vary in the future on a new business basis, and may range from six to eighteen months.
5. **Page 10:** The Company Officer’s signatures and titles are bracketed and may change in the future.
6. **Attachment A:** The applicable language will appear when an Optional Rider has been elected as described in the variable text.
7. **Attachment A:** The bracketed text beginning with “Reference in this Attachment A to the “Five Year Rule...” will appear for Single Owner Contracts with Non-Spousal Beneficiary(ies) or Non-Spousal Joint Owner Contracts.
8. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

AXA EQUITABLE LIFE INSURANCE COMPANY

**Statement of Variability
For form Endorsement ICC12BONUSACC13**

The above form is for use with Contracts ICC11BASE1-A and ICC11BASE2-A.

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner’s elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**IRAs**), Defined Contribution Qualified Plan (**QP-DC**), and Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted form is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC12BONUSACC13

1. **Page 1:** The current applicable Credit Percentage is shown in the endorsement. We may change the Credit Percentage rate for new issues of the Contract; such rate may range from 0.5% - 8%.

We may offer a tiered Credit Percentage rate structure based on the total contributions received for new issues of the Contract. If this tiered Credit structure is implemented, the following alternate text will be used:

“The applicable *Credit Percentage* is based on total Contributions during the first “twelve months” less any withdrawals during the first “twelve months”, determined from the following table:

<u>Expected First “twelve months” Total Contribution Received</u>	<u>Credit Percentage applied to all Contributions</u>
Less than \$350,000	2.5%
\$350,000 and greater	3%

We may change the Credit Percentage rate and/or Contribution breakpoints applicable for new issues of the Contract. We may add, change or delete breakpoints in the future. Such change would contemplate the minimum and maximum values presented herein. Any conditions relating to Credits payment will be reflected in this section.

<u>Credit Percentage Rates</u>		<u>Credit Percentage Rate Ranges are:</u>
2.5%	0.	5% - 8%
3%	0.	5% - 8%
<u>Contribution Breakpoints</u>		<u>Contribution Breakpoint Ranges:</u>
Less than \$350,000		\$10,000 - \$500,000
\$350,000 and greater		\$50,000 - \$5,000,000

2. **Pages 1 and 2:** Conditions currently applicable are:
- A. recovery of Credits on subsequent Contributions made within “three” years of commencing annuity payments (the recovery of Credits period may range from “three” to “five” years); and
 - B. a five year wait period for annuitization (the wait period may range from “three” to “seven” years);
 - C. recovery of Credits if the Owner dies during the twelve month period following the Company’s receipt of a Contribution to which a Credit was applied (the twelve month recovery period may range from “six” to “twelve” months). Time periods shown in the Conditions Provision may change on a new business basis only. Any such change will be reflected in the Endorsement.
3. **Page 2:** If the Company offers a benefit of a *tiered* Credit Amount based on the total Contributions received for the first “twelve” months; the twelve month Contribution period may range from “two” to “twelve” months. If this benefit is offered, the following text which is an additional “Condition” will appear in the Endorsement Applicable to Credits:
- “The amount of the initial Contribution will be used initially to determine your Credit Percentage from the above table. If an additional Contribution received during the first “twelve months” brings your First “twelve months” Total Contributions to a level that qualifies you for a higher Credit Percentage, the higher Credit Percentage will be applied to all Contributions, and an adjustment for prior Credits will be made on the Transaction Date of such additional Contribution. The amount of such adjustment will be equal to the difference in the Credit Percentages multiplied by the total Contributions to which the lower rate had been applied. This amount will be allocated among the Investment Options in the same proportion as such additional Contribution.
- The Credit Percentage applied to each Contribution after the first “twelve months” will be the Credit Percentage in effect on the first Contract Date Anniversary.”
4. **Page 2:** The Company Officer’s signatures are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability For Rider forms ICC12GMDBGRACC13, ICC12GMDBHAVACC13, ICC12GMDBHAV-IBACC13 and ICC12EEBACC13

Above forms are for use with Contract Forms ICC11BASE1-A and ICC11BASE2-A.

The following comments describe the nature and scope of the illustrative and variable material contained in the riders shown in brackets listed below. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider Descriptions:

“Greater of” GMDB Rider
“Highest Anniversary Value” GMDB Rider
“Highest Anniversary Value” GMDB Rider
“Earnings Enhancement Benefit” DB Rider

Rider Form Numbers:

ICC12GMDBGRACC13
ICC12GMDBHAVACC13
ICC12GMDBHAV-IBACC13
ICC12EEBACC13

Rider ICC12GMDBGRACC13

- A. Page 1: The title of the form will be shown as either “GREATER OF” DEATH BENEFIT RIDER “I-Asset Allocation” or “GREATER OF” DEATH BENEFIT RIDER II – Custom Selection. The rider issued is based on the version the client elects in his/her application. “GREATER OF” DEATH BENEFIT RIDER II – Custom Selection is available at a higher cost (detailed below in item 30) and offers a wider selection of Investment Options. These titles are marketing names and may be revised in the future.
1. Page 1 and throughout the Rider: References to Age “85” or “85th” Birthday may vary based on a change in product design. It may range from age 70 to age 95.
 2. Page 1: The bracketed text beginning with “The terms and conditions of a spouse’s right...” will appear if an attached market segment endorsement contains “Spousal Continuation”. Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown.
 3. Page 2: The text beginning with “Credits are not applied...” pertaining to how Credits are processed, applies only to Series CP.
 4. Page 3 and later: The phrase “first” Contract Year and “second” Contract Year as shown in this section and throughout the Rider may vary from “immediately” to “sixteenth Contract Year”. If “immediately” is applicable, the text “with your “second” Contract Year” will not print.
 5. Pages 3 and 4: The bracketed text pertaining to the ATP Endorsement will appear when the ATP Endorsement is issued under the Contract.

6. Page 3, 5 and 7: The text pertaining to required minimum distributions taken through our Automatic RMD Withdrawal Service will appear in Contracts in the IRA market segment only. It will appear in the IRA market segment if we avail this enhanced withdrawal treatment.
- 6.01 Page 5 in Section 1.02(A)(5): Contract Years “1” and “2” may range from 1-10.
7. Page 5: *Optional Reset of the Rollup Benefit Base*
- i. “30” days may range from 15 to 120 days
 - ii. “first” or later Contract Date Anniversary may range from the first to the tenth Contract Date Anniversary
8. Page 6: The bracketed text beginning with: “Prior to completion of your ‘first’ Contract Year...” explains that the Rollup to Age 85 Benefit Base is adjusted on a pro-rata basis for the specified number years after the Contract Date. The reference to “first” can range from “first” to “fifteenth”. Alternatively, the Rollup Benefit Base may be adjusted on a dollar for dollar basis and the following text will appear: “your Rollup Benefit Base will be reduced dollar for dollar by all withdrawals.” The reference to “Thereafter” may be deleted.
9. Page 6: The bracketed text beginning with “The portion of any withdrawals made under any automatic withdrawal service we offer...” will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis. The reference to “immediately” could range from “one month after the Contract Date” to “after the first to fifteenth Contract Anniversary Date”.
10. Page 6: In Section 1.03A The following text will appear under “Rollup Benefit Base” if the rollup age for GMDB is different than the rollup age for GMIB. Note that Age 75 is illustrative for purposes of this SOV and may range from 65 to 95. See item 9 for RMD variability.

“Withdrawals on and after Age “75”

During the period beginning with the Contract Date Anniversary following your “75th” birthday through the earliest of (i) the date your Annuity Account Value falls to zero, and (ii) your Contract Maturity Date, and (iii) the Contract Date Anniversary following your “85th” birthday, for each Contract Year, you may take one or more withdrawals from your Contract that total no more than your AWA, without causing an Excess Withdrawal, however, such a withdrawal will reduce the Rollup Benefit Base by the dollar amount of the withdrawal.

The portion of any withdrawal in excess of the AWA will reduce the Rollup Benefit Base on a pro-rata basis as of the Transaction Date of the withdrawal.

For the Rollup Benefit Base, a pro-rata reduction is determined as follows:

1) Divide the amount of the withdrawal that exceeds the AWA by your AAV immediately preceding the withdrawal;

2) Multiply the fraction calculated in (1) by the amount of your Rollup Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will reduce your Rollup Benefit Base by this amount. We will make this reduction as of the Transaction Date of each withdrawal.

“RMD Withdrawals made under our Automatic Withdrawal Service from the Annuity Account Value that exceed the AWA for a Contract Year will reduce your Rollup Benefit Base by the dollar amount of the portion of the withdrawal in excess of the AWA. This dollar for dollar withdrawal treatment of such withdrawals will be available “immediately.”“

11. Page 6: The bracketed text beginning with “The HAV Benefit Base will be reduced...” explains how the Highest Anniversary Value Benefit Base is adjusted on a pro-rata basis for withdrawals in the first Contract Year. After the first Contract Year, the HAV Benefit Base is adjusted on a dollar for dollar basis. The text “in the first Contract Year” and “in the second Contract Year” may range from “in the first Contract Year” to “in the tenth Contract Year”. Alternatively, the bracketed paragraphs under Section 1.03(B) HAV Benefit Base may be omitted and only the following alternate text will appear: “The HAV Benefit Base will be reduced on a dollar for dollar basis by all withdrawals.”
12. Page 7: Under “The Cost of this Rider,” The percentages shown is what will appear for a Contract Owner electing GMIB I with this Rider. Since the GMIB II rider is priced differently, the following percentages will apply under Contracts issued with this Rider and the GMIB II Rider: *“The current charge for this benefit is “1.30%” of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge for this benefit is “2.60%” of the Rider’s Benefit Base.”* The current and maximum ranges are shown in the following table:

Benefit Charge Description	Charge	Range for Charge
Greater of Guaranteed Minimum Death Benefit I – Current	1.15%	0.65% – 2.00%
Greater of Guaranteed Minimum Death Benefit I – Max	2.30%	1.00% – 3.00%
Greater of Guaranteed Minimum Death Benefit II – Current	1.30%	0.65% – 2.00%
Greater of Guaranteed Minimum Death Benefit II – Max	2.60%	1.00% – 3.00%

In this section “two” may range from “one to “ten” and “third” may range from “first” to “tenth.”

13. Page 7: “Money Market” is bracketed because, under Series CP, Special “Money Market” Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available.
14. Page 8: “Effect of the GMIB Rider’s Termination on This Rider”
“30” days thereafter” may range from 15 to 120 days
15. Page 9: The names and titles of the Company’s officers are bracketed and may change in the future.

Rider ICC12GMDBHAV-IBACC13

1. Page 1 and throughout the Rider: References to Age “85” or “85th” Birthday may vary based on a change in product design. It may range from age 70 to age 95.
2. Page 1: The bracketed text beginning with “The terms and conditions of a spouse’s right...” will appear if an attached market segment endorsement contains “Spousal Continuation”. Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.
3. Page 2: The text beginning with “Credits are not applied...” pertaining to how Credits are processed, applies only to Series CP.

4. Page 2: Effect of Withdrawals on your Highest Anniversary Value Benefit Base

Currently, prior to completion of one Contract Year, reductions are on a pro-rata basis, therefore, the following sentence will appear: “Prior to completion of “one” “Contract Year(s)”, your HAV GMDB will be reduced on a pro-rata basis”. If this changes in the future, the above sentence will not appear and the phrase: “After completion of your first Contract Year” in the first sentence of the second paragraph will not appear.
“One” “Contract Year” may range from the first 2 months following the Contract Date to 5 Contract Years.
“First” “Contract Year” may range from the first 2 months following the Contract Date to 5 Contract Years.
“30 days thereafter” may range from 15 to 120 days.
5. Page 2: The bracketed text beginning with “Withdrawals made under any automatic withdrawal service we offer...” will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis.
6. Page 3: The charge of “0.35%” for the Rider will range from 0.15% to 0.75%.
7. Page 3: “Money Market” is bracketed because, under Series CP, Special “Money Market” Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available.
8. Page 4: The names and titles of the Company’s officers are bracketed and may change in the future.

Rider ICC12GMDBHAVACC13

1. Page 1 and throughout the Rider: References to Age “85” or “85th” Birthday may vary based on a change in product design. It may range from age 70 to age 95.
2. Page 1: The bracketed text beginning with “The terms and conditions of a spouse’s right...” will appear if an attached market segment endorsement contains “Spousal Continuation”. Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.
3. Page 2: The text beginning with “Credits are not applied...” pertaining to how Credits are processed, applies only to Series CP.
4. Page 2: The charge of “0.35%” for the Rider will range from 0.15% to 0.75%.
5. Page 2: “Money Market” is bracketed because, under Series CP, Special “Money Market” Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available.
6. Page 3: The names and titles of the Company’s officers are bracketed and may change in the future.

Rider ICC12EEBACC13

1. Page 1: The current marketing name is shown in the Rider. If the marketing name changes, the designated name will appear.
2. Page 1: The percentage used to determine the Earnings Enhancement Death Benefit increment is based on the Owner's issue age. "40%" may range from 20% to 60%; "25%" may range from 5% to 50%. "Age 70" may range from age 55 to 75; ages "71 through 75" may range from ages 56 to 85.
3. Page 1: Reference to age "85" may vary based on a change in product design. It may range from age 70 to age 95.
4. Page 2: The charge of "0.35%" for the Rider will range from 0.20% to 0.90%.
5. Page 2: "Money Market" is bracketed because, under Series C and CP, Special "Money Market" Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available..
6. Page 2: The reference to age "76" may range from 70 to 95.
7. Page 3: The names and titles of the Company's officers are bracketed and may change in the future.

AXA Equitable Life Insurance Company

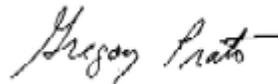
State of Arkansas

Certificate of Compliance – Bulletin 11-83

RE: ICC12ACC13DP-B – Individual Fixed and Variable Annuity – Data Pages
ICC12ACC13DP-L – Individual Fixed and Variable Annuity – Data Pages
ICC12ACC13DP-CP – Individual Fixed and Variable Annuity – Data Pages
ICC12TGAP1A – Individual Fixed and Variable Annuity – Data Pages
ICC12TGAP2A – Individual Fixed and Variable Annuity – Data Pages
ICC12TGAP3A – Individual Fixed and Variable Annuity – Data Pages
ICC12GMIBACC13 – Individual Fixed and Variable Annuity – Rider
ICC12GMDBGACC13 – Individual Fixed and Variable Annuity – Rider
ICC12GMDBHAVACC13 – Individual Fixed and Variable Annuity – Rider
ICC12GMDBHAV-IBACC13 – Individual Fixed and Variable Annuity – Rider
ICC12EEBACC13 – Individual Fixed and Variable Annuity – Rider
ICC12ATPACC13 – Individual Fixed and Variable Annuity – Endorsement
ICC12BONUSACC13 – Individual Fixed and Variable Annuity – Endorsement
ICC12NQ-ACC13 – Individual Fixed and Variable Annuity – Endorsement
ICC12IRA-ACC13 – Individual Fixed and Variable Annuity – Endorsement
ICC12ROTH-ACC13 – Individual Fixed and Variable Annuity – Endorsement
2012 App 02 ACC13 – Individual Fixed and Variable Annuity – Application
2012 App 01 ACC13 – Individual Fixed and Variable Annuity – Application
E 2012 App 02 ACC13 – Individual Fixed and Variable Annuity – Application

I, Gregory Prato, Assistant Vice President of AXA Equitable Life Insurance Company, do hereby certify that the guidelines of Arkansas Bulletin 11-83 have been reviewed, and that the above listed form(s) do comply with these guidelines.

BY:



Signature

Gregory Prato

Name

Assistant Vice President

Title

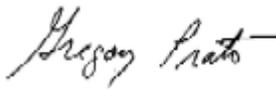
12/05/2012

Date

AXA Equitable Life Insurance Company
State of Arkansas
Certificate of Compliance – Regulation 19s 10B
Unfair Sex Discrimination in the Sale of Insurance

RE: ICC12ACC13DP-B – Individual Fixed and Variable Annuity – Data Pages
ICC12ACC13DP-L – Individual Fixed and Variable Annuity – Data Pages
ICC12ACC13DP-CP – Individual Fixed and Variable Annuity – Data Pages
ICC12TGAP1A – Individual Fixed and Variable Annuity – Data Pages
ICC12TGAP2A – Individual Fixed and Variable Annuity – Data Pages
ICC12TGAP3A – Individual Fixed and Variable Annuity – Data Pages
ICC12GMIBACC13 – Individual Fixed and Variable Annuity – Rider
ICC12GMDBGACC13 – Individual Fixed and Variable Annuity – Rider
ICC12GMDBHAVACC13 – Individual Fixed and Variable Annuity – Rider
ICC12GMDBHAV-IBACC13 – Individual Fixed and Variable Annuity – Rider
ICC12EEBACC13 – Individual Fixed and Variable Annuity – Rider
ICC12ATPACC13 – Individual Fixed and Variable Annuity – Endorsement
ICC12BONUSACC13 – Individual Fixed and Variable Annuity – Endorsement
ICC12NQ-ACC13 – Individual Fixed and Variable Annuity – Endorsement
ICC12IRA-ACC13 – Individual Fixed and Variable Annuity – Endorsement
ICC12ROTH-ACC13 – Individual Fixed and Variable Annuity – Endorsement
2012 App 02 ACC13 – Individual Fixed and Variable Annuity – Application
2012 App 01 ACC13 – Individual Fixed and Variable Annuity – Application
E 2012 App 02 ACC13 – Individual Fixed and Variable Annuity – Application

I, Gregory Prato, of AXA Equitable Life Insurance Company, do hereby certify that above listed form(s) meet the requirements of Regulation 19s 10B as well as all applicable requirements of the Arkansas Department of Insurance.

BY: 

Signature

Gregory Prato
Name

Assistant Vice President
Title

12/05/2012
Date



April Rodriguez
Assistant Manager, Policy Forms
Annuity Product Management & Filing

December 5, 2012

Mr. Jay Bradford, Insurance Commissioner
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: AXA Equitable Life Insurance Company
NAIC No.: 968-62944
FEIN 13-5570651
See Attached Exhibit I, which lists the forms being filed.

Dear Mr. Bradford:

Filing Overview

We are filing for your approval the enclosed flexible premium combination fixed and variable deferred annuity forms. The new forms (described below) include: six sets of Data Pages, five Riders, five Endorsements, and three Applications. These forms will be issued with our previously approved base Contract ICC11BASE2-A, which was approved on 08/26/2011, SERFF Tracking No. ELAS-127154436.

These new forms will allow us to introduce three different share classes of our “Accumulator 13” Product. The three share classes differ by charges, minimum contributions, and withdrawal charge schedules as shown in the Data Pages. The Data Pages also reflect the Tables of Guaranteed Annuity Payments which apply under the Contract. In order to assist your review, we have highlighted these share class differences in the chart shown below in Exhibit II

Data Page Compilation

Upon approval, Data Pages ICC12ACC13DP-B, ICC12ACC13DP-L, and ICC12ACC13DP-CP, which all provide for withdrawal charges, will be issued with previously approved Contract ICC11BASE2-A.

The submitted forms will be issued with various riders as elected and endorsements as applicable and described below and Data Pages ICC12TGAP2A which show the table of guaranteed annuity payments under the Contracts. Data Pages ICC12TGAP1A and ICC12TGAP3A are being filed for potential future use on a new business basis only. If the guaranteed annuity rates increase, the Company will shift to Data Pages ICC12TGAP1A and if they decrease, to ICC12TGAP3A. Any change in rates will be done on a new business basis only. This is a defensive measure for risk mitigation purposes only. We plan at this point in time to launch with ICC12TGAP2A.

Guaranteed Minimum Income Benefit Rider - (GMIB I and GMIB II)

Rider ICC12GMIBACC13 is substantially similar to the previously approved Rider ICC12GMIBA, which was approved on 01/26/2012, SERFF Tracking No. ELAS-127993673. This rider is available at issue only and provides for an optional Guaranteed Minimum Income Benefit with Guaranteed Withdrawal Benefit for Life Conversion Benefit (“GMIB”). The Rider’s GMIB benefit gives the owner the option to convert to a GWBL on the last GMIB exercise date (the Contract

Date Anniversary following attainment of age 85). The terms and conditions for the conversion option are included in the GMIB Rider and are followed by a complete description of the “post conversion” GWBL benefit. If the owner does not elect an option at the last GMIB exercise date, the Contract automatically converts to the GWBL Benefit. This rider thereby provides the client an ongoing living benefit for life. The GMIB I Rider is issued if the client elects Investment Option A on the application while the GMIB II Rider is elected if the client elects Investment Option B. GMIB II offers more investment option choices and therefore has a higher charge. The Rider provides for an annual reset of the rollup benefit base on each Contract Date Anniversary. The charge may increase after completion of two Contract Years but it will be no greater than the maximum charge stated in the Rider.

Guaranteed Minimum Death Benefit Riders

Rider ICC12GMDBGRACC13, ICC12GMDBHAVACC13, ICC12GMDBHAV-IBACC13, and ICC12EEBACC13 are substantially similar to the previously approved Riders ICC11GMDBGR, ICC11GMDBHAV, ICC11GMDBHAV-IB and ICC11EEB, which were approved on 08/26/2011, SERFF Tracking No. ELAS-127154436. These riders are available at issue only and provides for an optional Guaranteed Minimum Death Benefit (“GMDB”). Rider ICC12GMDBGRACC13 provides an optional reset of the rollup benefit base of the Guaranteed Minimum Death Benefit and is available only in combination with Rider ICC12GMIBACC13. It is available as the “Greater of” GMDB I or the “Greater of” GMDB II Rider, depending on which GMIB Rider is elected at application. If GMIB is voluntarily terminated, this rider will be automatically terminated at the same time. Riders ICC12GMDBHAVACC13 and ICC12GMDBHAV-IBACC13 are similar in that their benefit bases accrue in the same manner (benefit base is reset each Contract Date Anniversary if the AAV is greater than the then current benefit base) however the withdrawal treatments vary under the respective Riders. Under ICC12GMDBHAV-IBACC13, which is issued only with the GMIB Rider, withdrawals are permitted on a dollar for dollar basis up to the Annual Rollup Amount described in the GMIB Rider. Under Rider ICC12GMDBHAVACC13, withdrawals occur on a pro-rata basis only. ICC12EEBACC13 provides an earnings enhancement benefit which varies based on age.

Market Segment Endorsements

Also enclosed for your approval are the non-qualified and tax qualified market segment endorsements for the various submarkets in which this Contract will be issued. These market segment endorsements have been drafted in consultation with our tax counsel.

Endorsement	Form No.
Traditional IRA Endorsement	ICC12IRA-ACC13
Roth IRA Endorsement	ICC12ROTH-ACC13
Non-Qualified Endorsement	ICC12NQ-ACC13

Other Endorsements

Enclosed for your approval are Endorsements ICC12ATPACC13 and ICC12BONUSACC13.

Endorsement ICC12ATPACC13 is substantially similar to the previously approved Endorsement ICC11ATP, which was approved on 08/26/2011, SERFF Tracking No. ELAS-127154436. This endorsement describes our Asset Transfer Program. It is issued under the Contract when Guaranteed Minimum Income Benefit (“GMIB”) is elected. The GMIB uses predetermined mathematical formulas to help AXA Equitable manage the guaranteed benefits available under the Contract through all market cycles. The endorsement details the operation of the Asset Transfer Program. This Program helps us to manage our financial exposure in providing the GMIB by moving assets into and out of the variable investment options the client has elected, as provided by the formulas. In essence, AXA Equitable seeks to preserve account value by transferring some or all of the client’s assets to a more stable Investment Option, currently the ATP 10/90 Investment Option.

Endorsement ICC12BONUSACC13 is being filed for use with our Series CP Product. It details the operation of our bonus product with respect to the application of credits to the Annuity Account Value.

Previously Approved Endorsements

The previously approved endorsements that are shown below will be used in conjunction with the forms submitted herein. These forms were approved on 08/26/2011, SERFF Tracking No. ELAS-127154436.

Endorsement	Form No.
Inherited Traditional IRA Endorsement	ICC11INHIRA1
Inherited Roth IRA Endorsement	ICC11INHROTH1
Qualified Plan – Defined Contribution Endorsement	ICC11QP-DC1
Qualified Plan – Defined Benefit Endorsement	ICC11QP-DB1
Endorsement Applicable to Special Dollar Cost Averaging	ICC11SDCA
Endorsement Applicable to Special Money Market Dollar Cost Averaging	ICC11MMSDCA
Allocations Options Endorsement	ICC11GOA

Also, please extend approval of Endorsement ICC10CRT for use with these forms. This form was approved on 11/29/2010, SERFF Tracking No. ELAS-126906880.

Applications

There is one Application for all share classes of the Accumulator 13 Series. In completing the application, the client elects either Investment Option A or Investment Option B. Investment Option A is the Asset Allocation Option and Investment Option B is the Custom Selection Option. Option B permits allocation to additional Variable Investment Options subject to certain category and percentage limitations which are described in the above referenced previously approved Endorsement ICC11GOA. The client also elects optional riders on the application. If the client elects GMIB I, he/she will be limited to Investment Option A; if he/she selects GMIB II he/she will be eligible to elect either Investment Option A or Investment Option B.

2012 App 01 ACC13 will be used by AXA Equitable's affiliated agency force and 2012 App 02 ACC13 will be used by our wholesale channel. We are also filing E 2012 App 02 ACC13 which will be used in our wholesale channel by JP Morgan Chase ("Chase") general agency. Chase uses an electronic system that displays screens similar to the various sections of the aforementioned applications. Application information is gathered and entered into the Chase system by a financial professional. Once the applicant provides all required information, the system produces a customized application reflecting only the applicant's elections. Please note that, while the variability for application 2012 App 02 ACC13 is the same as the variability for the other applications, the Statement of Variability for E 2012 App 02 ACC13 contains greater detail, i.e. it lists all available options which do not appear on the customized application.

In addition, to the above referenced policy forms, we have enclosed the Actuarial Basis Memorandum and Statements of Variability for the applicable enclosed forms.

We have reviewed Rule and Regulation 6 pertaining to variable annuity contracts, and to the best of our knowledge, with respect to the forms submitted, we are compliant therewith.

Federal Jurisdiction Exemption from Flesch Score

The Contract with which these forms are being issued with are subject to federal jurisdiction and have been filed with the Securities and Exchange Commission. Accordingly, the forms submitted herein are exempt from Flesch score requirements.

In order to meet our introduction date for this product, we are seeking an approval date on or about **January 15, 2013**.

Any questions pertaining to the actuarial information in this filing should be referred to Jeffrey Rait at (212) 314-2944. For any other questions or if you need additional information, you may contact me at (212) 314-4947, Richard Walsh at (212) 314-3408 or Greg Prato at (212) 314-5710.

Sincerely,

A handwritten signature in black ink that reads "April Rodriguez". The signature is written in a cursive, flowing style.

April Rodriguez
Assistant Manager, Policy Forms
AXA Equitable /
1290 Avenue of the Americas
New York, NY 10104
Office: (212) 314-4947 Fax: (212) 314-4561
Email: april.rodriguez@axa-equitable.com

Exhibit 1
New Forms Being Filed

ACCUMULATOR 13 – FORMS LIST

POLICY FORMS	FORM NO.
1. B Share Data Pages	ICC12ACC13DP-B
2. L Share Data Pages	ICC12ACC13DP-L
3. CP Share Data Pages	ICC12ACC13DP-CP
4. TGAP 1 Data Pages	ICC12TGAP1A
5. TGAP 2 Data Pages	ICC12TGAP2A
6. TGAP 3 Data Pages	ICC12TGAP3A
7. GMIB Rider	ICC12GMIBACC13
8. GMDB “Greater of”	ICC12GMDBGRACC13
9. GMDB HAV	ICC12GMDBHAVACC13
10. GMDB HAV IB	ICC12GMDBHAV-IBACC13
11. EEB	ICC12EEBACC13
12. ATP Endorsement	ICC12ATPACC13
13. Tiered Bonus	ICC12BONUSACC13
14. NQ Endorsement	ICC12NQ-ACC13
15. IRA Endorsement	ICC12IRA-ACC13
16. Roth Endorsement	ICC12ROTH-ACC13
17. ADL Application	2012 App 02 ACC13
18. Advisors Application	2012 App 01 ACC13
19. Chase Application	E 2012 App 02 ACC13

Exhibit II
Share Class Data Page Charge/Contribution Distinctions

The following chart highlights the new AXA Equitable Variable Annuity product-specific charges.

Product	B-Share	CP-Share	L-Share
Data Pages→	ICC12ACC13DP-B	ICC12ACC13DP-CP	ICC12ACC13DP -L
Daily Separate Account Charges	1.30%	1.65%	1.70%
Minimum Contributions	\$25,000	\$25,000	\$25,000
Withdrawal Charge	7-yr (7/7/6/6/5/3/1/0)	9-yr (8/8/7/6/5/4/3/2/1/0)	4-yr (8/7/6/5/0)