

State: Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium
Product Name: RS.SPRA.(0313)
Project Name/Number: RS.SPRA.(0313) /RS.SPRA.(0313)

Filing at a Glance

Company: The Northwestern Mutual Life Insurance Company
Product Name: RS.SPRA.(0313)
State: Arkansas
TOI: A021 Individual Annuities- Deferred Non-Variable
Sub-TOI: A021.003 Single Premium
Filing Type: Form
Date Submitted: 12/17/2012
SERFF Tr Num: NWST-128727187
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: RS.SPRA.(0313)
Implementation: On Approval
Date Requested:
Author(s): Angela Hanson, Debbie Orr, Cassandra Hoefke, Lisa Kucik
Reviewer(s): Linda Bird (primary)
Disposition Date: 12/19/2012
Disposition Status: Approved-Closed
Implementation Date:
State Filing Description:

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General Information

Project Name: RS.SPRA.(0313) Status of Filing in Domicile: Pending
Project Number: RS.SPRA.(0313) 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: 12/19/2012
State Status Changed: 12/19/2012
Deemer Date: Created By: Cassandra Hoefke
Submitted By: Debbie Orr Corresponding Filing Tracking Number:

Filing Description:

We are submitting the attached single premium retirement annuity contracts for your review and approval. The contract forms (RS.SPRA.(0313), RS.SPRA.5.(0313) and RS.SPRA.LD.(0313)) are general account, fixed dollar, single premium deferred annuity forms to be sold in tax-qualified and non tax-qualified annuity markets. We plan to introduce these forms by the end of 2013.

The contracts, with sex-distinct payment plan rates, will be used when the contracts are sold in markets where sex neutral rates are not required by law. The alternate pages with sex neutral language and payment plan rates will be included in contracts sold in employer sponsored markets where sex neutral rates are required to conform to the Norris decision. The alternate pages for the respective contracts are located under the 'Supporting Documentation' tab.

Form 90-1900 (0313), Application for Deferred Annuity, will be used to apply for our deferred annuity products. Our deferred annuity products include variable and non-variable contracts.

Based on this information, we request your review and approval of the enclosed forms. If you have questions or need additional information, please contact me at (414) 665-2862 or e-mail me at lisakucik@northwesternmutual.com on e-mails that are sent, please copy Debbie Orr at debbieorr@northwesternmutual.com.

Regards,

Lisa Kucik
Product Compliance Specialist
414.665.2862

Company and Contact

Filing Contact Information

Lisa Kucik, Product Compliance Specialist lisakucik@northwesternmutual.com
720 East Wisconsin Avenue 414-665-2862 [Phone]
Milwaukee, WI 53202-4797 414-665-5006 [FAX]

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Filing Company Information

The Northwestern Mutual Life Insurance Company	CoCode: 67091	State of Domicile: Wisconsin
720 East Wisconsin Avenue	Group Code: 860	Company Type: Life
Rm S845	Group Name:	State ID Number:
Milwaukee, WI 53202	FEIN Number: 39-0509570	
(414) 271-1444 ext. [Phone]		

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? No
 Fee Explanation: \$50 per form
 Per Company: No

Company	Amount	Date Processed	Transaction #
The Northwestern Mutual Life Insurance Company	\$200.00	12/17/2012	65802911

SERFF Tracking #:

NWST-128727187

State Tracking #:**Company Tracking #:**

RS.SPRA.(0313)

State:

Arkansas

Filing Company:

The Northwestern Mutual Life Insurance Company

TOI/Sub-TOI:

A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium

Product Name:

RS.SPRA.(0313)

Project Name/Number:

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/19/2012	12/19/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Single Premium Deferred Annuity Contract	Debbie Orr	12/18/2012	12/18/2012
Form	Single Premium Deferred Annuity Contact	Debbie Orr	12/18/2012	12/18/2012

State: Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company
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Product Name: RS.SPRA.(0313)
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Disposition

Disposition Date: 12/19/2012

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		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Nonforfeiture Demos		Yes
Supporting Document	Statements of Variability		Yes
Supporting Document	Sex-Neutral Alternate Pages		Yes
Supporting Document	AR Cert of Compliance		Yes
Form (revised)	Single Premium Deferred Annuity Contract		Yes
Form	Single Premium Deferred Annuity Contract	Replaced	Yes
Form (revised)	Single Premium Deferred Annuity Contact		Yes
Form	Single Premium Deferred Annuity Contact	Replaced	Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	Application for Deferred Annuity		Yes

State: Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium
Product Name: RS.SPRA.(0313)
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Amendment Letter

Submitted Date: 12/18/2012

Comments:

We are amending this filing to include a revised Spec Page, page 3, on forms RS.SPRA.(0313) and RS.SPRA.5.(0313).

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Single Premium Deferred Annuity Contract	RS.SPRA.(0313)	POL	Revised	Replaced Form #:RS.SPRA.MI.(0406) Previous Filing #:32413	50.100	AR RS SPRA (0313).pdf	Date Submitted: 12/18/2012 By:
<i>Previous Version</i>								
1	Single Premium Deferred Annuity Contract	RS.SPRA.(0313)	POL	Revised	Replaced Form #:RS.SPRA.MI.(0406) Previous Filing #:32413	50.100	AR RS SPRA (0313).pdf	Date Submitted: 12/17/2012 By: Debbie Orr
2	Single Premium Deferred Annuity Contact	RS.SPRA.5.(0313)	POL	Revised	Replaced Form #:RS.SPRA.5.MI.(0406) Previous Filing #:32413	50.400	AR RS SPRA 5 (0313).pdf	Date Submitted: 12/18/2012 By:
<i>Previous Version</i>								
2	Single Premium Deferred Annuity Contact	RS.SPRA.5.(0313)	POL	Revised	Replaced Form #:RS.SPRA.5.MI.(0406) Previous Filing #:32413	50.400	AR RS SPRA 5 (0313).pdf	Date Submitted: 12/17/2012 By: Debbie Orr

No Rate Schedule Items Changed.

No Supporting Documents Changed.

State: Arkansas

Filing Company:

The Northwestern Mutual Life Insurance Company

TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium

Product Name: RS.SPRA.(0313)

Project Name/Number: RS.SPRA.(0313) /RS.SPRA.(0313)

Form Schedule

Lead Form Number: RS.SPRA.(0313)

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		Single Premium Deferred Annuity Contract	RS.SPRA.(0313)	POL	Revised	Previous Filing Number:	32413	50.100	AR RS SPRA (0313).pdf
						Replaced Form Number:	RS.SPRA.MI.(0406)		
2		Single Premium Deferred Annuity Contact	RS.SPRA.5.(0313)	POL	Revised	Previous Filing Number:	32413	50.400	AR RS SPRA 5 (0313).pdf
						Replaced Form Number:	RS.SPRA.5.MI.(0406)		
3		Single Premium Deferred Annuity Contract	RS.SPRA.LD.(0313)	POL	Revised	Previous Filing Number:	N/A	52.700	AR RS SPRA LD (0313).pdf
						Replaced Form Number:	RS.SPRA.LD.MI.(0105)		
4		Application for Deferred Annuity	90-1900 (0313)	AEF	Revised	Previous Filing Number:	48096	50.200	AR 90-1900 (0313).pdf
						Replaced Form Number:	90-1900 (0411)		

Form Type Legend:

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

SERFF Tracking #:

NWST-128727187

State Tracking #:

Company Tracking #:

RS.SPRA.(0313)

State:

Arkansas

Filing Company:

The Northwestern Mutual Life Insurance Company

TOI/Sub-TOI:

A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium

Product Name:

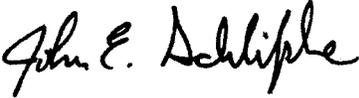
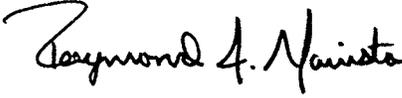
RS.SPRA.(0313)

Project Name/Number:

RS.SPRA.(0313) /RS.SPRA.(0313)

PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this Contract,
subject to its terms and conditions.
Signed at Milwaukee, Wisconsin on the Issue Date.

 Chief Executive Officer	 Secretary
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SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Retirement benefit payable at maturity as guaranteed monthly income.
Death benefit payable before maturity.

Participating.

This Contract contains a Market Value Adjustment provision. If all or a portion of the Accumulation Value is withdrawn, the amount payable may be adjusted upward or downward based on a Market Value Adjustment formula in addition to any applicable Withdrawal Charge.

Right To Return Contract -- Please read this Contract carefully. The Owner may return the Contract for any reason within ten days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be considered cancelled and the Company will refund the Purchase Payment.

RS.SPRA.(0313)



CONTRACT NUMBER	00 000 000
PRIMARY ANNUITANT	John J. Doe
ISSUE DATE	April 1, 2013

RS.SPRA.(0313)

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ADDITIONAL BENEFITS (if any)

APPLICATION

RS.SPRA.(0313)

CONTRACT INFORMATION

CONTRACT NUMBER ¹[00 000 000]

PLAN Single Premium Retirement Annuity

TAX REPORTING CATEGORY ²[Personal Annuity]

PRIMARY ANNUITANT ³[John J. Doe]
AGE AND SEX ⁴[35 Male]
OWNER ⁵[John J. Doe, the Annuitant]

ISSUE DATE ⁶[April 1, 2013]
CONTRACT ANNIVERSARY ⁷[April 1, 2014 and each April 1 thereafter]
MATURITY DATE ⁸[April 1, 2076]

DIRECT BENEFICIARY ⁹[Jane K. Doe, Wife of the Annuitant]

CONTINGENT BENEFICIARY ¹⁰[John J. Doe, Jr., Son of the Annuitant]

PURCHASE PAYMENT ¹¹[\$50,000.00]

GUARANTEED MONTHLY INCOME
AT MATURITY ¹²[\$753.38]

THE DECLARED ANNUAL EFFECTIVE INTEREST RATE IS ¹³[2.25%] EFFECTIVE UNTIL THE END OF THE INITIAL GUARANTEED PERIOD ON ¹⁴[April 1, 2014]. ¹⁵[THIS INTEREST RATE INCLUDES A FIRST YEAR RATE ENHANCEMENT OF ¹⁶[1.50%].]

THE MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE IS 0.50%.

THE NONFORFEITURE RATE FOR THE INITIAL GUARANTEED PERIOD IS ¹⁷[1.00%]. SEE DEFINITION OF NONFORFEITURE RATE (SECTION 1) FOR FORMULA TO CALCULATE THE NONFORFEITURE RATE FOR SUBSEQUENT GUARANTEED PERIODS. THE DECLARED ANNUAL EFFECTIVE INTEREST RATE MAY BE LESS THAN THE NONFORFEITURE RATE.

WITHDRAWAL CHARGE SCHEDULE: (see Section 3.2)

The Withdrawal Charge is a percentage of the Purchase Payment withdrawn. The percentage is determined by Contract Year as shown in the schedule below. Following the date of death of the Primary Annuitant, the Withdrawal Charge will be 0%.

Contract Year	Withdrawal Charge Percentage
One	7%
Two	7%
Three	6%
Four	5%
Five	4%
Six	3%
Seven	2%
Eight	1%
Nine and all subsequent years	0%

MINIMUM ACCUMULATION VALUE (see Sections 3.1 and 7.6): \$2,000
MINIMUM PAYMENT UNDER INCOME PLAN (see Section 8.1): \$50

TABLE OF GUARANTEED VALUES

THIS TABLE SHOWS MINIMUM GUARANTEED VALUES BASED ON THE PURCHASE PAYMENT OF ¹⁸[\$50,000.00] AT THE TIME OF ISSUE. THE VALUES ARE BASED ON THE ASSUMPTION THAT NO PARTIAL WITHDRAWALS ARE MADE FROM THE CONTRACT.

19	END OF CONTRACT YEAR	April 1,	ACCUMMULATION VALUE	GUARANTEED CASH VALUE
	1	2014	\$ 50,250	\$ 46,750
	2	2015	50,501	47,001
	3	2016	50,753	47,753
	4	2017	51,007	48,507
	5	2018	51,262	49,262
	6	2019	51,518	50,018
	7	2020	51,776	50,776
	8	2021	52,035	51,535
	9	2022	52,295	52,295
	10	2023	52,557	52,557
	11	2024	52,819	52,819
	12	2025	53,083	53,083
	13	2026	53,349	53,349
	14	2027	53,616	53,616
	15	2028	53,884	53,884
	16	2029	54,153	54,153
	17	2030	54,424	54,424
	18	2031	54,696	54,696
	19	2032	54,969	54,969
	20	2033	55,244	55,244
	AGE 60	2038	56,639	56,639
	AGE 65	2043	58,070	58,968
	AT MATURITY	2076	68,459	81,888

THE ACCUMULATION VALUES IN THIS TABLE ARE BASED ON THE MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE OF 0.50%. HIGHER DECLARED ANNUAL EFFECTIVE INTEREST RATES WOULD INCREASE ACTUAL ACCUMULATION VALUES.

THE GUARANTEED CASH VALUES IN THIS TABLE ASSUME THAT THE NONFORFEITURE RATE EQUALS ²⁰[1.00]% FOR ALL GUARANTEED PERIODS. HIGHER NONFORFEITURE RATES WOULD INCREASE GUARANTEED CASH VALUES.

SECTION 1. GENERAL TERMS AND DEFINITIONS

ACCUMULATION VALUE. The Accumulation Value is the Purchase Payment plus dividends retained in the Contract, if any, plus credited interest, less all amounts withdrawn from the Contract.

ANNUITANT. The Primary Annuitant and, upon the death of the Primary Annuitant, the Contingent Annuitant.

BENEFICIARY. The term "Beneficiary" as used in this Contract includes direct beneficiaries, contingent beneficiaries and further payees.

CASH VALUE. The Accumulation Value increased or decreased by any Market Value Adjustment, less any Withdrawal Charge, but never less than the Guaranteed Cash Value.

COMPANY. The Northwestern Mutual Life Insurance Company.

CONTINGENT ANNUITANT. The person who becomes the Annuitant upon the death of an Annuitant.

CONTRACT YEAR. The first Contract Year is the period of time ending on the first contract anniversary. Subsequent Contract Years are the annual periods between contract anniversaries.

GUARANTEED CASH VALUE. The Guaranteed Cash Value equals the greater of (a) the Accumulation Value based on the minimum guaranteed annual effective interest rate shown on Page 3, less any Withdrawal Charge, or (b) 87.50% of the Purchase Payment accumulated at the Nonforfeiture Rate since the Issue Date minus any amounts withdrawn accumulated at the Nonforfeiture Rate since the date of withdrawal.

GUARANTEED PERIOD. The initial period or a subsequent period for which the Company has declared an annual effective interest rate. A subsequent Guaranteed Period may be elected by the Owner from among the durations offered by the Company. A Guaranteed Period will not extend beyond the Maturity Date.

HOME OFFICE. The office of The Northwestern Mutual Life Insurance Company located at 720 East Wisconsin Avenue, Milwaukee, WI 53202.

ISSUE DATE. The date this Contract is issued and becomes effective.

LIFE INCOME PLANS. An optional mode of settlement in which the annuity value is paid out in a series of payments based on the lives of either one or two individuals. If payments are based on the life of one individual, the plan is a Single Life Income plan and if it is based on the lives of two individuals, the plan is a Joint Life Income plan.

MARKET VALUE ADJUSTMENT. An adjustment that is charged or credited by the Company if all or a portion of the Accumulation Value is withdrawn.

MATURITY DATE. The date upon which contract benefits will become payable.

NONFORFEITURE RATE. For each Guaranteed Period, the Nonforfeiture Rate is equal to the lesser of (a) 3.00% or (b) the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the second-to-last business day of the month preceding the start of the Guaranteed Period, rounded to the nearest .05%, minus 1.25%, but not less than the minimum Nonforfeiture Rate required by law as of the Issue Date. For the purpose of determining the Nonforfeiture Rate, a business day is any day that the Federal Reserve reports interest rates.

OWNER. The person possessing the ownership rights stated in this Contract.

PRIMARY ANNUITANT. The person upon whose life this Contract is initially issued.

PURCHASE PAYMENT. The payment made by or on behalf of the Owner with respect to this Contract.

SUCCESSOR OWNER. The person designated to become the Owner upon the death of the Owner, provided the Owner was not the Annuitant at the time of the Owner's death.

WITHDRAWAL CHARGE. A deduction that is made from the maturity benefit and withdrawal amounts.

WITHDRAWAL CHARGE FREE AMOUNT. The amount of interest credited in the year ending on the date of withdrawal and not previously withdrawn. This amount can be withdrawn without a Withdrawal Charge.

SECTION 2. CONTRACT VALUES

2.1 ACCUMULATION VALUE

The Accumulation Value for the Contract will be the Purchase Payment plus dividends retained in the Contract, if any, plus credited interest, less all amounts withdrawn from the Contract.

Interest is credited from the date the Purchase Payment is received at the Home Office. The declared annual effective interest rate during the initial Guaranteed Period is shown on Page 3. For each subsequent Guaranteed Period, the declared annual effective interest rate will be the rate then in effect as declared by the Company and will remain in effect for the duration of that Guaranteed Period. The Company will not declare a rate that would cause the Accumulation Value to be less than the Guaranteed Cash Value. The Company will not declare a rate less than the minimum guaranteed annual effective interest rate shown on Page 3.

The Company does not make available Guaranteed Periods of less than one year in duration.

2.2 CASH VALUE

The Cash Value for the Contract will be the Accumulation Value increased or decreased by any Market Value Adjustment (see Section 3.3), less any Withdrawal Charge (see Section 3.2), but never less than the Guaranteed Cash Value. The Cash Value will not be less than the minimum amount required by the state in which this Contract is delivered.

2.3 MATURITY VALUE

The maturity value will be the Accumulation Value for the Contract as of the Maturity Date shown on Page 3.

2.4 TABLE OF GUARANTEED VALUES

The Accumulation Values and Guaranteed Cash Values shown on Page 4 are as of the end of the Contract Years indicated and assume that no partial withdrawals have been made. Accumulation Values may be higher due to higher declared annual effective interest rates credited by the Company or lower due to withdrawals. Guaranteed Cash Values may be higher due to Nonforfeiture Rates in excess of the minimum Nonforfeiture Rate required by law as of the Issue Date or lower due to withdrawals.

A list of values for Contract Years not shown on Page 4 will be furnished on request. All values are at least as great as those required by the state in which this Contract is delivered.

2.5 GUARANTEED MONTHLY INCOME

The Guaranteed Monthly Income shown on Page 3 is based on settlement of the Contract at maturity for the Accumulation Value at maturity shown on Page 4. The Guaranteed Monthly Income further assumes settlement under a Single Life Income Plan with a period certain of 10 years based on the life of the Primary Annuitant. The income plan rates are shown in the Minimum Payment Rate Tables in Section 9 of this Contract.

The actual amount of monthly income will depend on:

- the income plan elected by the Owner, or if applicable, the Beneficiary;
- the Cash Value of the Contract on the date the monthly income is calculated; and
- the applicable income plan rate then in effect but not less than the applicable income plan rate in the Minimum Payment Rate Tables in Section 9.

2.6 RENEWAL OF GUARANTEED PERIOD

Upon the expiration of a Guaranteed Period, the Company will notify the Owner of the available renewal options. During the 30 day period following the expiration of a Guaranteed Period, the Owner may elect in writing a new Guaranteed Period from the renewal durations then being offered by the Company.

If the Owner makes no election within the 30 days following the expiration of a Guaranteed Period, the Company will automatically apply the Accumulation Value to a new Guaranteed Period of the same duration as the prior Guaranteed Period.

The new Guaranteed Period will be effective beginning on the first day following the expiration of the prior Guaranteed Period. The Accumulation Value at the start of the new Guaranteed Period will equal the Accumulation Value at the end of the prior Guaranteed Period.

SECTION 3. WITHDRAWALS, WITHDRAWAL CHARGES AND MARKET VALUE ADJUSTMENT

3.1 WITHDRAWALS

Before the Maturity Date the Owner may request the withdrawal of all or a portion of the Accumulation Value of the Contract. The Owner will receive the Cash Value of the amount withdrawn. The Company may require that the Minimum Accumulation Value shown on Page 3 remain after a partial withdrawal. Withdrawal of the entire value of the Contract constitutes a full surrender of the Contract. The Cash Value of the amount withdrawn will be determined as of the date the withdrawal is effective. The effective date of a withdrawal is the date of receipt of the withdrawal request at the Home Office.

A withdrawal will be taken from the Contract in the following order:

- first, from the Withdrawal Charge Free Amount;
- next, from the Purchase Payment; and
- last, from any interest credited in prior years.

3.2 WITHDRAWAL CHARGES

A Withdrawal Charge will be applied to the amount withdrawn from the Purchase Payment. The Withdrawal Charge Schedule is shown on Page 3. No Withdrawal Charge will be imposed anytime after the death of the Primary Annuitant.

3.3 MARKET VALUE ADJUSTMENT

A Market Value Adjustment will be charged or credited by the Company if all or a portion of the Accumulation Value is withdrawn. However, a Market Value Adjustment will not be made if:

- the Guaranteed Period is one year; or
- the withdrawal is within 30 days after the beginning of a new Guaranteed Period; or
- the withdrawal is due to Death of the Annuitant or Maturity of the Contract.

The Market Value Adjustment will equal:

$$A \times \left[\frac{(1 + B)^n}{(1 + C)^n} - 1 \right] \text{ where:}$$

A = the excess, if any, of the Accumulation Value being withdrawn over the Withdrawal Charge Free Amount;

B = the declared annual effective interest rate for the current Guaranteed Period;

C = the annual effective interest rate that the Company would declare for a Guaranteed Period beginning at the time of the withdrawal with the shortest available duration at least as long as the time remaining in the current Guaranteed Period; and

n = the number of years, including fractional years, remaining in the current Guaranteed Period.

The Market Value Adjustment will not increase or decrease values by more than the lesser of:

- the excess, if any, of the amount of interest credited at the declared rates of interest from the Issue Date over the amount of interest that would have been credited if the declared rate had equaled the Non-forfeiture Rate during each Guaranteed Period; or
- 12.5% of the Accumulation Value.

SECTION 4. BENEFITS

4.1 MATURITY BENEFIT

The maturity value is payable if the Annuitant is living on the Maturity Date. The Owner may elect to receive the maturity value in cash or under an income plan (see Section 9) chosen by the Owner. If the Company receives no such election prior to the Maturity Date, the maturity value will be paid under a Single Life Income plan, with payments certain for ten years, and based on the life of the Annuitant, as described in Section 9.2.

4.2 DEATH BENEFIT IF ANNUITANT IS AN OWNER

If the Annuitant is an Owner, the Beneficiary becomes entitled to the death benefit upon the death of the Annuitant before the Maturity Date. The death benefit will be the Accumulation Value of the Contract as of the date of the death of the Annuitant less any amounts withdrawn after that date. The Company is not responsible for any payment or other action that is taken by it before receiving notice of the death of the Annuitant.

Unless an income plan was elected by the Owner, the Beneficiary automatically becomes the Owner and Annuitant of the Contract. However, if the Beneficiary is not a natural person and no income plan was elected by the Owner, the Beneficiary may select a natural person to be the Annuitant. If a natural person is not selected to be the Annuitant within 60 days of the date on which proof of death of the Annuitant is received at the Home Office, the Accumulation Value will be distributed to the Beneficiary.

4.3 DEATH BENEFIT IF ANNUITANT IS NOT AN OWNER

If the Annuitant is not an Owner, upon the death of the Annuitant the Contract continues with the Contingent Annuitant (Section 5.5) as the new Annuitant unless the Owner elects to receive the death benefit. The death benefit will be the Accumulation Value of the Contract as of the date of the death of the Annuitant less any amounts withdrawn after that date.

SECTION 5. BENEFICIARIES AND CONTINGENT ANNUITANTS

5.1 CHANGING THE BENEFICIARY

The Owner may change the Beneficiary of the death benefit by signing a Beneficiary change request satisfactory to the Company and sending it to the Home Office. The Beneficiary change will be effective as of the date it was signed by the Owner. The Company is not responsible for any payment or other action that is taken by it before receipt of the request. The Company may require that the Contract be sent to it to be endorsed to show the change.

5.2 SUCCESSION OF INTEREST OF BENEFICIARIES

The rights and benefits that a Beneficiary becomes entitled to under the Contract are shared equally among all surviving direct beneficiaries, if any, otherwise equally among all surviving contingent beneficiaries, if any. If no Beneficiary is surviving at the death of the Annuitant, the Owner or the Owner's Estate will be the Beneficiary.

5.3 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the death benefit, or to the present value of any unpaid payments under an income plan, within one year after the death of the Annuitant, or if satisfactory evidence is furnished to the Company showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

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

5.4 GENERAL

Transfer of Ownership. A transfer of ownership of itself will not change the interest of a Beneficiary.

Claims of Creditors. So far as allowed by law, no amount payable under this Contract will be subject to the claims of creditors of a Beneficiary.

5.5 NAMING AND CHANGING A CONTINGENT ANNUITANT

If the Owner is not the Annuitant, the Owner may name or change a Contingent Annuitant at any time while the Annuitant is living, and during the first 60 days after the date on which proof of death of the Annuitant is received at the Home Office. A change made during this 60 days cannot be revoked. If no one is named as Contingent Annuitant by the end of the 60 day time period, the Company will pay the death benefit to the Owner. The naming or changing of a Contingent Annuitant will be effective on receipt at the Home Office of a written request that is acceptable to the Company.

SECTION 6. OWNERSHIP

6.1 THE OWNER

The Owner is named on Page 3. All contract rights may be exercised by the Owner, the Owner's successor, or the Owner's transferee without the consent of any Beneficiary.

If the Contract has more than one Owner, contract rights may be exercised only by authorization of all Owners. Upon the death of an Owner, ownership rights of all Owners terminate if the deceased Owner was the Annuitant.

6.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this Contract. Written proof of transfer satisfactory to the Company must be received at the Home Office. The transfer will then take effect as of the date it was signed. The Company may require that the Contract be sent to it for endorsement to show the transfer. The Company will not be responsible to a transferee Owner for any payment or other action taken by the Company before receipt of the proof of transfer at the Home Office.

6.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Annuitant, the Owner may name or change a Successor Owner. Naming or changing a Successor Owner will be effective upon receipt at the Home Office of a written request for such change that is acceptable to the Company. A Successor Owner succeeds to the interests of an Owner only if the Owner was not the Annuitant at the time of the Owner's death.

6.4 COLLATERAL ASSIGNMENT

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

The interest of any Beneficiary will be subject to any collateral assignment made either before or after the Beneficiary is named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 6.2.

6.5 REPORT TO OWNER

At least once each Contract Year, the Company will send to the Owner a statement of the Accumulation Value and Cash Value of the Contract. For the current report period, the statement will include the Accumulation Value and Cash Value of the Contract at the beginning and ending date of the period, the amount of interest credited and any amounts withdrawn from the Contract. The statement will show the Cash Surrender Value and the Market Value Adjustment amount used to determine the Cash Surrender Value. The statement will include any other facts or information required by law or regulation.

SECTION 7. THE CONTRACT

7.1 ENTIRE CONTRACT; CHANGES

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

7.2 INCONTESTABILITY

The Company will not contest this Contract after the Issue Date. The Issue Date is shown on Page 3.

7.3 MISSTATEMENT

If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that the premium paid would have purchased at the correct age and sex. If any amounts have been overpaid by the Company due to a misstatement of age or sex, the amount of the overpayment may be deducted from payments to be made by the Company. If any amounts have been underpaid by the Company due to a misstatement of age or sex, the amount of the underpayment will be paid.

7.4 DIVIDENDS

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

When a death benefit is paid upon the death of the Annuitant before the Maturity Date, any dividend payable for the period from the beginning of the Contract Year to the date of the Annuitant's death will be paid as part of the death benefit.

Dividends may be paid in cash or used to increase the Accumulation Value of the Contract. If no direction for the use of dividends is given, they will be used to increase the Accumulation Value of the Contract. The Company may make other uses of dividends available.

It is not expected that any dividends will be paid on this Contract.

7.5 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if the Accumulation Value becomes less than the Minimum Accumulation Value shown on Page 3.

SECTION 8. PAYMENT OF CONTRACT BENEFITS

8.1 PAYMENT OF BENEFITS

All or part of the Contract benefits may be paid under one or more of the following:

- an income plan; or
- in cash.

The Company may defer payment of withdrawals or the maturity benefit for up to six months from the effective date of withdrawal or maturity. If payment is deferred for 30 days or more, interest will be paid at an annual effective interest rate in accordance with the laws of the state in which this Contract is delivered.

The provisions and rates for income plans are described in Section 9. Contract benefits may not be placed under an income plan unless the plan would provide to each Beneficiary a payment of at least the Minimum Payment Under Income Plan shown on Page 3.

8.2 DEATH BENEFIT

A Beneficiary entitled to the death benefit upon the death of an Annuitant may elect to receive the Accumulation Value under an income plan or in cash provided no income plan was elected by the Owner. The cash amount distributed will be the Accumulation Value withdrawn as of the date of death. No payment will be made until satisfactory proof of death is received at the Home Office.

SECTION 9. INCOME PLANS

9.1 INCOME PLAN ELECTIONS

For the Death Benefit. The Owner may elect an income plan for the death benefit. If the Annuitant is the Owner, and no income plan has been elected by the Owner upon the death of the Annuitant, the Beneficiary may elect an income plan for the death benefit.

For Maturity Benefits or for Withdrawal Amounts. The Owner may elect an income plan for the maturity benefit or for withdrawal amounts. The Owner will be the direct beneficiary.

Effective Date. An income plan that is elected by the Owner for the death benefit will take effect on the date of the death of the Annuitant if the election is received at the Home Office while the Annuitant is living. An income plan that is elected for the maturity benefit will take effect on the Maturity Date. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

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

Minimum Payment. The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

9.2 INCOME PLAN OFFERINGS

The Company will make available the following income plans:

- **Single Life Income.** The Company will make monthly payments for the selected period certain, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the period are:
 - a. zero years;
 - b. ten years or
 - c. 20 years.
- **Joint and Survivor Life Income.** The Company will make monthly payments for a 10-year period certain and thereafter during the joint lifetime of the two individuals upon whose lives income payments are based and continuing during the remaining lifetime of the survivor.

Limitations. A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Annuitant or, after the death of the Annuitant, on the life of the Annuitant's spouse or dependent.

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

Other Selections. The Company may offer additional income plans.

9.3 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

For Income Plans Elected By Owner. The Owner of the Contract may name and change the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the death benefit. The Owner of the Contract may name and change the contingent beneficiaries and further payees of an income plan elected for the maturity benefit or withdrawal amounts. If the Owner of the Contract elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Contract; or
- no contingent beneficiary or further payee of that share is living.

For Income Plans Elected By Beneficiary. If the Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

9.4 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

Direct Beneficiary. Amounts payable under an income plan will be payable to the direct beneficiary.

Contingent Beneficiaries. At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless requested otherwise by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency,
- receive the present value of the remaining period certain payments in one sum, or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

Further Payees. At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all Beneficiaries.

Present value will be based on the rate of interest used to determine the amount of payments.

9.5 INCOME PLAN RATES

Life Income plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates on the date that the income plan takes effect, for a single premium immediate annuity contract.

Payments under these rates will not be less than the minimum payment rates shown in the Minimum Payment Rate Tables.

The rates in the Minimum Payment Rate Tables depend on the sex and adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Contract Years that have elapsed from the Issue Date to the date that the income plan takes effect. A part of a Contract Year is counted as a full year.

CONTRACT YEARS ELAPSED	AGE ADJUSTMENT-	CONTRACT YEARS ELAPSED	AGE ADJUSTMENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

MINIMUM PAYMENT RATE TABLES
Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

*See Section 9.5

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

Agent

Address

Telephone

It is recommended that you ...

read your Contract.

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

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

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

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

Election Of Trustees

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

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Retirement benefit payable at maturity as guaranteed monthly income.

Death benefit payable before maturity.

Participating.

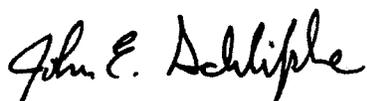
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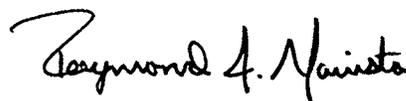


The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this Contract,
subject to its terms and conditions.

Signed at Milwaukee, Wisconsin on the Issue Date.



Chief Executive Officer



Secretary

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Retirement benefit payable at maturity as guaranteed monthly income.

Death benefit payable before maturity.

Participating.

This Contract contains a Market Value Adjustment provision. If all or a portion of the Accumulation Value is withdrawn, the amount payable may be adjusted upward or downward based on a Market Value Adjustment formula in addition to any applicable Withdrawal Charge.

Right To Return Contract -- Please read this Contract carefully. The Owner may return the Contract for any reason within ten days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be considered cancelled and the Company will refund the Purchase Payment.

RS.SPRA.5.(0313)



CONTRACT NUMBER	00 000 000
PRIMARY ANNUITANT	John J. Doe
ISSUE DATE	April 1, 2013

RS.SPRA.5.(0313)

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APPLICATION

CONTRACT INFORMATION

CONTRACT NUMBER ¹[00 000 000]

PLAN Single Premium Retirement Annuity

TAX REPORTING CATEGORY ²[Personal Annuity]

PRIMARY ANNUITANT ³[John J. Doe]

AGE AND SEX ⁴[35 Male]

OWNER ⁵[John J. Doe, the Annuitant]

ISSUE DATE ⁶[April 1, 2013]

CONTRACT ANNIVERSARY ⁷[April 1, 2014 and each April 1 thereafter]

MATURITY DATE ⁸[April 1, 2076]

DIRECT BENEFICIARY ⁹[Jane K. Doe, Wife of the Annuitant]

CONTINGENT BENEFICIARY ¹⁰[John J. Doe, Jr., Son of the Annuitant]

PURCHASE PAYMENT ¹¹[\$50,000.00]

GUARANTEED MONTHLY INCOME
AT MATURITY ¹²[\$753.38]

THE DECLARED ANNUAL EFFECTIVE INTEREST RATE IS ¹³[0.75%] EFFECTIVE UNTIL
THE END OF THE INITIAL GUARANTEED PERIOD ON ¹⁴[April 1, 2018].

THE MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE IS 0.50%.

THE NONFORFEITURE RATE FOR THE INITIAL GUARANTEED PERIOD IS ¹⁵[1.00%].
SEE DEFINITION OF NONFORFEITURE RATE (SECTION 1) FOR FORMULA TO CALCULATE
THE NONFORFEITURE RATE FOR SUBSEQUENT GUARANTEED PERIODS. THE DECLARED
ANNUAL EFFECTIVE INTEREST RATE MAY BE LESS THAN THE NONFORFEITURE RATE.

MINIMUM ACCUMULATION VALUE (see Sections 3.1 and 7.6): \$2,000

MINIMUM PAYMENT UNDER INCOME PLAN (see Section 8.1): \$50

CONTINUED ON PAGE 3-1

CONTINUED FROM PAGE 3

WITHDRAWAL CHARGE SCHEDULE: (see Section 3.2)

The Withdrawal Charge during the initial Guaranteed Period is a percentage of the Purchase Payment. The Withdrawal Charge percentage will be 7% for the first two Contract Years, and will decrease by 1% on each subsequent contract anniversary until the end of the initial Guaranteed Period.

Withdrawal Charges applicable during initial Guaranteed Period:

Contract Year	Withdrawal Charge Percentage
One	7%
Two	7%
Three	6%
Four	5%
Five	4%

The Withdrawal Charge during a subsequent Guaranteed Period is a percentage of the Accumulation Value at the beginning of that Guaranteed Period. In the first year of a subsequent Guaranteed Period the Withdrawal Charge Percentage is equal to the number of years of that Guaranteed Period, and will decrease by 1% on each subsequent contract anniversary until the end of that Guaranteed Period.

Withdrawal Charges applicable during a subsequent Guaranteed Period:

Contract Years Remaining in Subsequent Guaranteed Period (A part of a year is Counted as a full year.)	Withdrawal Charge Percentage
Five	5%
Four	4%
Three	3%
Two	2%
One	1%

Within the first 30 days following the expiration of any Guaranteed Period, withdrawals can be made with no Withdrawal Charge. Following the death of the Annuitant, withdrawals can be made with no Withdrawal Charge for the remainder of the Guaranteed Period during which the death occurred.

TABLE OF GUARANTEED VALUES

THIS TABLE SHOWS MINIMUM GUARANTEED VALUES BASED ON THE PURCHASE PAYMENT OF ¹⁶[\$50,000.00] MADE AT THE TIME OF ISSUE. THE VALUES ARE BASED ON THE ASSUMPTION THAT NO PARTIAL WITHDRAWALS ARE MADE FROM THE CONTRACT.

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END OF CONTRACT YEAR	April 1,	ACCUMULATION VALUE	GUARANTEED CASH VALUE
1	2014	\$ 50,250	\$ 46,750
2	2015	50,501	47,001
3	2016	50,753	47,753
4	2017	51,007	48,507
5	2018	51,262	49,262
6	2019	51,518	49,018
7	2020	51,776	49,776
8	2021	52,035	50,535
9	2022	52,295	51,295
10	2023	52,557	52,057
11	2024	52,819	50,319
12	2025	53,083	51,083
13	2026	53,349	51,849
14	2027	53,616	52,616
15	2028	53,884	53,384
16	2029	54,153	51,653
17	2030	54,424	52,424
18	2031	54,696	53,196
19	2032	54,969	53,969
20	2033	55,244	54,744
AGE 60	2038	56,639	56,139
AGE 65	2043	58,070	58,968
AT MATURITY	2076	68,459	81,888

THE ACCUMULATION VALUES IN THIS TABLE ARE BASED ON THE MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE OF 0.50%. HIGHER DECLARED ANNUAL EFFECTIVE INTEREST RATES WOULD INCREASE ACTUAL ACCUMULATION VALUES.

THE GUARANTEED CASH VALUES IN THIS TABLE ASSUME THAT THE NONFORFEITURE RATE EQUALS ¹⁸[1.00%] FOR ALL GUARANTEED PERIODS. HIGHER NONFORFEITURE RATES WOULD INCREASE GUARANTEED CASH VALUES.

SECTION 1. GENERAL TERMS AND DEFINITIONS

ACCUMULATION VALUE. The Accumulation Value is the Purchase Payment plus dividends retained in the Contract, if any, plus credited interest, less all amounts withdrawn from the Contract.

ANNUITANT. The Primary Annuitant and, upon the death of the Primary Annuitant, the Contingent Annuitant.

BENEFICIARY. The term "Beneficiary" as used in this Contract includes direct beneficiaries, contingent beneficiaries and further payees.

CASH VALUE. The Accumulation Value increased or decreased by any Market Value Adjustment, less any Withdrawal Charge, but never less than the Guaranteed Cash Value.

COMPANY. The Northwestern Mutual Life Insurance Company.

CONTINGENT ANNUITANT. The person who becomes the Annuitant upon the death of an Annuitant.

CONTRACT YEAR. The first Contract Year is the period of time ending on the first contract anniversary. Subsequent Contract Years are the annual periods between contract anniversaries.

GUARANTEED CASH VALUE. The Guaranteed Cash Value equals the greater of (a) the Accumulation Value based on the minimum guaranteed annual effective interest rate shown on Page 3, less any Withdrawal Charge, or (b) 87.50% of the Purchase Payment accumulated at the Nonforfeiture Rate since the Issue Date minus any amounts withdrawn accumulated at the Nonforfeiture Rate since the date of withdrawal.

GUARANTEED PERIOD. The initial period or a subsequent period for which the Company has declared an annual effective interest rate. A subsequent Guaranteed Period may be elected by the Owner from among the durations offered by the Company. A Guaranteed Period will not extend beyond the Maturity Date.

HOME OFFICE. The office of The Northwestern Mutual Life Insurance Company located at 720 East Wisconsin Avenue, Milwaukee, WI 53202.

ISSUE DATE. The date this Contract is issued and becomes effective.

LIFE INCOME PLANS. An optional mode of settlement in which the annuity value is paid out in a series of payments based on the lives of either one or two individuals. If payments are based on the life of one individual, the plan is a Single Life Income plan and if it is based on the lives of two individuals, the plan is a Joint Life Income plan.

MARKET VALUE ADJUSTMENT. An adjustment that is charged or credited by the Company if all or a portion of the Accumulation Value is withdrawn.

MATURITY DATE. The date upon which contract benefits will become payable.

NONFORFEITURE RATE. For each Guaranteed Period, the Nonforfeiture Rate is equal to the lesser of (a) 3.00% or (b) the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the second-to-last business day of the month preceding the start of the Guaranteed Period, rounded to the nearest .05%, minus 1.25%, but not less than the minimum Nonforfeiture Rate required by law as of the Issue Date. For the purpose of determining the Nonforfeiture Rate, a business day is any day that the Federal Reserve reports interest rates.

OWNER. The person possessing the ownership rights stated in this Contract.

PRIMARY ANNUITANT. The person upon whose life this Contract is initially issued.

PURCHASE PAYMENT. The payment made by or on behalf of the Owner with respect to this Contract.

SUCCESSOR OWNER. The person designated to become the Owner upon the death of the Owner, provided the Owner was not the Annuitant at the time of the Owner's death.

WITHDRAWAL CHARGE. A deduction that is made from the maturity benefit and withdrawal amounts.

WITHDRAWAL CHARGE FREE AMOUNT. The amount of interest credited in the year ending on the date of withdrawal and not previously withdrawn. This amount can be withdrawn without a Withdrawal Charge.

SECTION 2. CONTRACT VALUES

2.1 ACCUMULATION VALUE

The Accumulation Value for the Contract will be the Purchase Payment plus dividends retained in the Contract, if any, plus credited interest, less all amounts withdrawn from the Contract.

Interest is credited from the date the Purchase Payment is received at the Home Office. The declared annual effective interest rate during the initial Guaranteed Period is shown on Page 3. For each subsequent Guaranteed Period, the declared annual effective interest rate will be the rate then in effect as declared by the Company and will remain in effect for the duration of that Guaranteed Period. The Company will not declare a rate that would cause the Accumulation Value to be less than the Guaranteed Cash Value. The Company will not declare a rate less than the minimum guaranteed annual effective interest rate shown on Page 3.

The Company does not make available Guaranteed Periods of less than one year in duration.

2.2 CASH VALUE

The Cash Value for the Contract will be the Accumulation Value increased or decreased by any Market Value Adjustment (see Section 3.3), less any Withdrawal Charge (see Section 3.2), but never less than the Guaranteed Cash Value. During the first 30 days following the expiration of a Guaranteed Period, the Cash Value will be the Accumulation Value. The Cash Value will not be less than the minimum amount required by the state in which this Contract is delivered.

2.3 MATURITY VALUE

The maturity value will be the Accumulation Value for the Contract as of the Maturity Date shown on Page 3.

2.4 TABLE OF GUARANTEED VALUES

The Accumulation Values and Guaranteed Cash Values shown on Page 4 are as of the end of the Contract Years indicated and assume that no partial withdrawals have been made. Accumulation Values may be higher due to higher declared annual effective interest rates credited by the Company or lower due to withdrawals. Guaranteed Cash Values may be higher due to Nonforfeiture Rates in excess of the minimum Nonforfeiture Rate required by law as of the Issue Date or lower due to withdrawals.

A list of values for Contract Years not shown on Page 4 will be furnished on request. All values are at least as great as those required by the state in which this Contract is delivered.

2.5 GUARANTEED MONTHLY INCOME

The Guaranteed Monthly Income shown on Page 3 is based on settlement of the Contract at maturity for the Accumulation Value at maturity shown on Page 4. The Guaranteed Monthly Income further assumes settlement under a Single Life Income plan with a period certain of 10 years based on the life of the Primary Annuitant. The income plan rates are shown in the Minimum Payment Rate Tables in Section 9 of this Contract.

The actual amount of monthly income will depend on:

- the income plan elected by the Owner, or if applicable, the Beneficiary;
- the Cash Value of the Contract on the date the monthly income is calculated; and
- the applicable income plan rate then in effect but not less than the applicable income plan rate in the Minimum Payment Rate Tables in Section 9.

2.6 RENEWAL OF GUARANTEED PERIOD

Upon the expiration of a Guaranteed Period, the Company will notify the Owner of the available renewal options. During the 30 day period following the expiration of a Guaranteed Period, the Owner may elect in writing a new Guaranteed Period from the renewal durations then being offered by the Company.

If the Owner makes no election within the 30 days following the expiration of a Guaranteed Period, the Company will automatically apply the Accumulation Value to a new Guaranteed Period of a duration equal to the shortest Guaranteed Period then being offered.

The new Guaranteed Period will be effective beginning on the first day following the expiration of the prior Guaranteed Period. The Accumulation Value at the start of the new Guaranteed Period will equal the Accumulation Value at the end of the prior Guaranteed Period.

SECTION 3. WITHDRAWALS, WITHDRAWAL CHARGES AND MARKET VALUE ADJUSTMENT

3.1 WITHDRAWALS

Before the Maturity Date the Owner may request the withdrawal of all or a portion of the Accumulation Value of the Contract. The Owner will receive the Cash Value of the amount withdrawn. The Company may require that the Minimum Accumulation Value shown on Page 3 remain after a partial withdrawal. Withdrawal of the entire value of the Contract constitutes a full surrender of the Contract. The Cash Value of the amount withdrawn will be determined as of the date the withdrawal is effective. The effective date of a withdrawal is the date of receipt of the withdrawal request at the Home Office.

A withdrawal during the initial Guaranteed Period will be taken from the Contract in the following order:

- first, from the Withdrawal Charge Free Amount;
- next, from the Purchase Payment; and
- last, from any interest credited in prior years.

A withdrawal during a subsequent Guaranteed Period will be taken from the Contract in the following order:

- first, from the Withdrawal Charge Free Amount;
- next, from the Accumulation Value as of the beginning of that Guaranteed Period; and
- last, from any interest credited in prior years of that Guaranteed Period.

3.2 WITHDRAWAL CHARGES

During the initial Guaranteed Period, a Withdrawal Charge will be applied to the amount withdrawn from the Purchase Payment. During subsequent Guaranteed Periods, a Withdrawal Charge will be applied to the amount withdrawn from the Accumulation Value as of the beginning of that Guaranteed Period.

Within the first 30 days following the expiration of any Guaranteed Period, withdrawals can be made with no Withdrawal Charge. Following the death of the Annuitant, withdrawals can be made with no Withdrawal Charge for the remainder of the Guaranteed Period during which the death occurred.

The Withdrawal Charge Schedule is shown on Page 3.

3.3 MARKET VALUE ADJUSTMENT

A Market Value Adjustment will be charged or credited by the Company if all or a portion of the Accumulation Value is withdrawn. However, a Market Value Adjustment will not be made if:

- the withdrawal is within 30 days after the beginning of a new Guaranteed Period; or
- the withdrawal is due to Death of the Annuitant or Maturity of the Contract.

The Market Value Adjustment will equal:

$$A \times \left[\frac{(1 + B)^n}{(1 + C)^n} - 1 \right] \text{ where:}$$

A = the excess, if any, of the Accumulation Value being withdrawn over the Withdrawal Charge Free Amount;

B = the declared annual effective interest rate for the current Guaranteed Period;

C = the annual effective interest rate that the Company would declare for a Guaranteed Period beginning at the time of the withdrawal with the shortest available duration at least as long as the time remaining in the current Guaranteed Period; and

n = the number of years, including fractional years, remaining in the current Guaranteed Period.

The Market Value Adjustment will not increase or decrease values by more than the lesser of:

- the excess, if any, of the amount of interest credited at the declared rates of interest from the Issue Date over the amount of interest that would have been credited if the declared rate had equaled the Non-forfeiture Rate during each Guaranteed Period; or
- 12.5% of the Accumulation Value.

SECTION 4. BENEFITS

4.1 MATURITY BENEFIT

The maturity value is payable if the Annuitant is living on the Maturity Date. The Owner may elect to receive the maturity value in cash or under an income plan (see Section 9) chosen by the Owner. If the Company receives no such election prior to the Maturity Date, the maturity value will be paid under a Single Life Income plan, with payments certain for ten years, and based on the life of the Annuitant, as described in Section 9.2.

4.2 DEATH BENEFIT IF ANNUITANT IS AN OWNER

If the Annuitant is an Owner, the Beneficiary becomes entitled to the death benefit upon the death of the Annuitant before the Maturity Date. The death benefit will be the Accumulation Value of the Contract as of the date of the death of the Annuitant less any amounts withdrawn after that date. The Company is not responsible for any payment or other action that is taken by it before receiving notice of the death of the Annuitant.

Unless an income plan was elected by the Owner, the Beneficiary automatically becomes the Owner and Annuitant of the Contract. However, if the Beneficiary is not a natural person and no income plan was elected by the Owner, the Beneficiary may select a natural person to be the Annuitant. If a natural person is not selected to be the Annuitant within 60 days of the date on which proof of death of the Annuitant is received at the Home Office, the Accumulation Value will be distributed to the Beneficiary.

4.3 DEATH BENEFIT IF ANNUITANT IS NOT AN OWNER

If the Annuitant is not an Owner, upon the death of the Annuitant the Contract continues with the Contingent Annuitant (Section 5.5) as the new Annuitant unless the Owner elects to receive the death benefit. The death benefit will be the Accumulation Value of the Contract as of the date of the death of the Annuitant less any amounts withdrawn after that date.

SECTION 5. BENEFICIARIES AND CONTINGENT ANNUITANTS

5.1 CHANGING THE BENEFICIARY

The Owner may change the Beneficiary of the death benefit by signing a Beneficiary change request satisfactory to the Company and sending it to the Home Office. The Beneficiary change will be effective as of the date it was signed by the Owner. The Company is not responsible for any payment or other action that is taken by it before receipt of the request. The Company may require that the Contract be sent to it to be endorsed to show the change.

5.2 SUCCESSION OF INTEREST OF BENEFICIARIES

The rights and benefits that a Beneficiary becomes entitled to under the Contract are shared equally among all surviving direct beneficiaries, if any, otherwise equally among all surviving contingent beneficiaries, if any. If no Beneficiary is surviving at the death of the Annuitant, the Owner or the Owner's Estate will be the Beneficiary.

5.3 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the death benefit, or to the present value of any unpaid payments under an income plan, within one year after the death of the Annuitant, or if satisfactory evidence is furnished to the Company showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

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

5.4 GENERAL

Transfer of Ownership. A transfer of ownership of itself will not change the interest of a Beneficiary.

Claims of Creditors. So far as allowed by law, no amount payable under this Contract will be subject to the claims of creditors of a Beneficiary.

5.5 NAMING AND CHANGING A CONTINGENT ANNUITANT

If the Owner is not the Annuitant, the Owner may name or change a Contingent Annuitant at any time while the Annuitant is living, and during the first 60 days after the date on which proof of death of the Annuitant is received at the Home Office. A change made during this 60 days cannot be revoked. If no one is named as Contingent Annuitant by the end of the 60 day time period, the Company will pay the death benefit to the Owner. The naming or changing of a Contingent Annuitant will be effective on receipt at the Home Office of a written request that is acceptable to the Company.

SECTION 6. OWNERSHIP

6.1 THE OWNER

The Owner is named on Page 3. All contract rights may be exercised by the Owner, the Owner's successor, or the Owner's transferee without the consent of any Beneficiary.

If the Contract has more than one Owner, contract rights may be exercised only by authorization of all Owners. Upon the death of an Owner, ownership rights of all Owners terminate if the deceased Owner was the Annuitant.

6.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this Contract. Written proof of transfer satisfactory to the Company must be received at the Home Office. The transfer will then take effect as of the date it was signed. The Company may require that the Contract be sent to it for endorsement to show the transfer. The Company will not be responsible to a transferee Owner for any payment or other action taken by the Company before receipt of the proof of transfer at the Home Office.

6.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Annuitant, the Owner may name or change a Successor Owner. Naming or changing a Successor Owner will be effective upon receipt at the Home Office of a written request for such change that is acceptable to the Company. A Successor Owner succeeds to the interests of an Owner only if the Owner was not the Annuitant at the time of the Owner's death.

6.4 COLLATERAL ASSIGNMENT

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

The interest of any Beneficiary will be subject to any collateral assignment made either before or after the Beneficiary is named. A collateral assignee is not an Owner.

A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 6.2.

6.5 REPORT TO OWNER

At least once each Contract Year, the Company will send to the Owner a statement of the Accumulation Value and Cash Value of the Contract. For the current report period, the statement will include the Accumulation Value and Cash Value of the Contract at the beginning and ending date of the period, the amount of interest credited and any amounts withdrawn from the Contract. The statement will show the Cash Surrender Value and the Market Value Adjustment amount used to determine the Cash Surrender Value. The statement will include any other facts or information required by law or regulation.

SECTION 7. THE CONTRACT

7.1 ENTIRE CONTRACT; CHANGES

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

7.2 INCONTESTABILITY

The Company will not contest this Contract after the Issue Date. The Issue Date is shown on Page 3.

7.3 MISSTATEMENT

If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that the premium paid would have purchased at the correct age and sex. If any amounts have been overpaid by the Company due to a misstatement of age or sex, the amount of the overpayment may be deducted from payments to be made by the Company. If any amounts have been underpaid by the Company due to a misstatement of age or sex, the amount of the underpayment will be paid.

7.4 DIVIDENDS

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

When a death benefit is paid upon the death of the Annuitant before the Maturity Date, any dividend payable for the period from the beginning of the Contract Year to the date of the Annuitant's death will be paid as part of the death benefit.

Dividends may be paid in cash or used to increase the Accumulation Value of the Contract. If no direction for the use of dividends is given, they will be used to increase the Accumulation Value of the Contract. The Company may make other uses of dividends available.

It is not expected that any dividends will be paid on this Contract.

7.5 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if the Accumulation Value becomes less than the Minimum Accumulation Value shown on Page 3.

SECTION 8. PAYMENT OF CONTRACT BENEFITS

8.1 PAYMENT OF BENEFITS

All or part of the Contract benefits may be paid under one or more of the following:

- an income plan; or
- in cash.

The Company may defer payment of withdrawals or the maturity benefit for up to six months from the effective date of withdrawal or maturity. If payment is deferred for 30 days or more, interest will be paid at an annual effective interest rate in accordance with the laws of the state in which this Contract is delivered.

The provisions and rates for income plans are described in Section 9. Contract benefits may not be placed under an income plan unless the plan would provide to each Beneficiary a payment of at least the Minimum Payment Under Income Plan shown on Page 3.

8.2 DEATH BENEFIT

A Beneficiary entitled to the death benefit upon the death of an Annuitant may elect to receive the Accumulation Value under an income plan or in cash provided no income plan was elected by the Owner. The cash amount distributed will be the Accumulation Value withdrawn as of the date of death. No payment will be made until satisfactory proof of death is received at the Home Office.

SECTION 9. INCOME PLANS

9.1 INCOME PLAN ELECTIONS

For the Death Benefit. The Owner may elect an income plan for the death benefit. If the Annuitant is the Owner, and no income plan has been elected by the Owner upon the death of the Annuitant, the Beneficiary may elect an income plan for the death benefit.

For Maturity Benefits or for Withdrawal Amounts. The Owner may elect an income plan for the maturity benefit or for withdrawal amounts. The Owner will be the direct beneficiary.

Effective Date. An income plan that is elected by the Owner for the death benefit will take effect on the date of the death of the Annuitant if the election is received at the Home Office while the Annuitant is living. An income plan that is elected for the maturity benefit will take effect on the Maturity Date. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

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

Minimum Payment. The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

9.2 INCOME PLAN OFFERINGS

The Company will make available the following income plans:

- **Single Life Income.** The Company will make monthly payments for the selected period certain, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the period are:
 - a. zero years;
 - b. ten years or
 - c. 20 years.
- **Joint and Survivor Life Income.** The Company will make monthly payments for a 10-year period certain and thereafter during the joint lifetime of the two individuals upon whose lives income payments are based and continuing during the remaining lifetime of the survivor.

Limitations. A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Annuitant or, after the death of the Annuitant, on the life of the Annuitant's spouse or dependent.

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

Other Selections. The Company may offer additional income plans.

9.3 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

For Income Plans Elected By Owner. The Owner of the Contract may name and change the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the death benefit. The Owner of the Contract may name and change the contingent beneficiaries and further payees of an income plan elected for the maturity benefit or withdrawal amounts. If the Owner of the Contract elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Contract; or
- no contingent beneficiary or further payee of that share is living.

For Income Plans Elected By Beneficiary. If the Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

9.4 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

Direct Beneficiary. Amounts payable under an income plan will be payable to the direct beneficiary.

Contingent Beneficiaries. At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless requested otherwise by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency,
- receive the present value of the remaining period certain payments in one sum, or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

Further Payees. At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all Beneficiaries.

Present value will be based on the rate of interest used to determine the amount of payments.

9.5 INCOME PLAN RATES

Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates on the date that the income plan takes effect, for a single premium immediate annuity contract.

Payments under these rates will not be less than the minimum payment rates shown in the Minimum Payment Rate Tables.

The rates in the Minimum Payment Rate Tables depend on the sex and adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Contract Years that have elapsed from the Issue Date to the date that the income plan takes effect. A part of a Contract Year is counted as a full year.

CONTRACT YEARS ELAPSED	AGE ADJUSTMENT-	CONTRACT YEARS ELAPSED	AGE ADJUSTMENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

MINIMUM PAYMENT RATE TABLES
Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

*See Section 9.5

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

Agent

Address

Telephone

It is recommended that you ...

read your Contract.

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

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

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

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

Election of Trustees

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

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Retirement benefit payable at maturity as guaranteed monthly income.

Death Benefit payable before maturity.

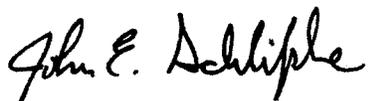
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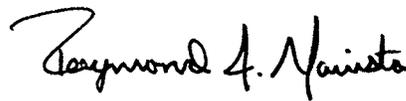
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The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this Contract,
subject to its terms and conditions.
Signed at Milwaukee, Wisconsin on the Issue Date.



Chief Executive Officer



Secretary

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Retirement benefit payable at maturity as guaranteed monthly income.
Death benefit payable before maturity.

Participating.

Right To Return Contract -- Please read this Contract carefully. The Owner may return the Contract for any reason within ten days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be considered cancelled and the Company will refund the Purchase Payment.

RS.SPRA.LD.(0313)



CONTRACT NUMBER	00 000 000
PRIMARY ANNUITANT	John J. Doe
ISSUE DATE	April 1, 2013

RS.SPRA.QCE(0313)

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APPLICATION

RS.SPRA.LD.(0313)

CONTRACT INFORMATION

CONTRACT NUMBER ¹[00 000 000]

PLAN Single Premium Retirement Annuity

TAX REPORTING CATEGORY ²[Personal Annuity]

PRIMARY ANNUITANT ³[John J. Doe]
 AGE AND SEX ⁴[35 Male]
 OWNER ⁵[John J. Doe], the Annuitant

ISSUE DATE ⁶[April 1, 2013]
 CONTRACT ANNIVERSARY ⁷[April 1, 2014 and each April 1 thereafter]
 MATURITY DATE ⁸[April 1, 2076]

DIRECT BENEFICIARY ⁹[Jane K. Doe, Wife of the Annuitant]

PURCHASE PAYMENT ¹⁰[\$50,000.00]

GUARANTEED MONTHLY INCOME
 AT MATURITY ¹¹[\$753.38]

THE DECLARED ANNUAL EFFECTIVE INTEREST RATE IS ¹²[2.70%] EFFECTIVE UNTIL THE END OF THE FIRST CONTRACT YEAR ON ¹³[April 1, 2014]. ¹⁴[THIS INTEREST RATE INCLUDES A FIRST YEAR RATE ENHANCEMENT OF ¹⁵[1.50%]].

THE MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE IS 0.50%.

THE NONFORFEITURE RATE FOR THE FIRST EIGHT CONTRACT YEARS IS ¹⁶[1.00]%. FOR EACH CONTRACT YEAR THEREAFTER, THE NONFORFEITURE RATE IS EQUAL TO THE LESSER OF (A) 3.00% OF (B) THE FIVE-YEAR CONSTANT MATRURITY TREASURY RATE REPORTED BY THE FEDERAL RESERVE FOR THE SECOND-TO-LAST BUSINESS DAY OF THE MONTH PRECEDING THE START OF THE CONTRACT YEAR, ROUNDED TO THE NEAREST 0.05%, MINUS 1.25%, BUT NOT LESS THAN THE MINIMUM NONFORFEITURE RATE REQUIRED BY LAW AS OF THE OF ISSUE DATE. FOR PURPOSES OF DETERMINING THE NONFORFEITURE RATE, A BUSINESS DAY IS ANY DAY THE FEDERAL RESERVE REPORTS INTEREST RATES. THE DECLARED ANNUAL EFFECTIVE INTEREST RATE MAY BE LESS THAN THE NONFORFEITURE RATE.

WITHDRAWAL CHARGE SCHEDULE: (see Section 3.2)

The Withdrawal Charge is a percentage of the Purchase Payment withdrawn. The percentage is determined by Contract Year as shown in the schedule below. Following the date of death of the Primary Annuitant, the Withdrawal Charge will be 0%.

Contract Year	Withdrawal Charge Percentage
One	9%
Two	8%
Three	7%
Four	6%
Five	6%
Six	5%
Seven	4%
Eight	3%
Nine and all subsequent years	0%

MINIMUM ACCUMULATION VALUE (see Sections 3.1 and 7.6): \$2,000
 MINIMUM PAYMENT UNDER INCOME PLAN (see Section 8.1): \$50

TABLE OF GUARANTEED VALUES

THIS TABLE SHOWS MINIMUM GUARANTEED VALUES BASED ON THE PURCHASE PAYMENT OF ¹⁷[\$50,000.00] AT THE TIME OF ISSUE. THE VALUES ARE BASED ON THE ASSUMPTION THAT NO PARTIAL WITHDRAWALS ARE MADE FROM THE CONTRACT.

18	END OF CONTRACT YEAR	[January 1,]	ACCUMMULATION VALUE	GUARANTEED CASH VALUE
	1	2014	\$ 51,225	\$46,725
	2	2015	51,481	47,481
	3	2016	51,738	48,238
	4	2017	51,997	48,997
	5	2018	52,257	49,257
	6	2019	52,518	50,018
	7	2020	52,781	50,781
	8	2021	53,044	51,544
	9	2022	53,310	53,310
	10	2023	53,576	53,576
	11	2024	53,844	53,844
	12	2025	54,113	54,113
	13	2026	54,384	54,384
	14	2027	54,656	54,656
	15	2028	54,929	54,929
	16	2029	55,204	55,204
	17	2030	55,480	55,480
	18	2031	55,757	55,757
	19	2032	56,036	56,036
	20	2033	56,316	56,316
	AGE 60	2038	57,738	57,738
	AGE 65	2043	59,196	59,196
	AT MATURITY	2076	69,787	81,887

THE ACCUMULATION VALUES IN THIS TABLE ARE BASED ON THE DECLARED RATED OF ¹⁹[2.70%] DURING THE FIRST CONTRACT YEAR AND THE MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE OF 1.00% THEREAFTER. HIGHER DECLARED ANNUAL EFFECTIVE INTEREST RATES WOULD INCREASE ACTUAL ACCUMULATION VALUES. THE ACCUMULATION VALUE WILL NEVER BE LESS THAN THE GUARANTEED CASH VALUE.

THE GUARANTEED CASH VALUES IN THIS TABLE ASSUME THAT THE NONFORFEITURE RATE EQUALS ²⁰[1.00%] FOR THE FIRST EIGHT CONTRACT YEARS AND 1.00% THEREAFTER. HIGHER NONFORFEITURE RATES WOULD INCREASE GUARANTEED CASH VALUES.

SECTION 1. GENERAL TERMS AND DEFINITIONS

ACCUMULATION VALUE. The Accumulation Value is the Purchase Payment plus dividends retained in the Contract, if any, plus credited interest, less all amounts withdrawn from the Contract.

ANNUITANT. The Primary Annuitant and, upon the death of the Primary Annuitant, the Contingent Annuitant.

BENEFICIARY. The term "Beneficiary" as used in this Contract includes direct beneficiaries, contingent beneficiaries and further payees.

CASH VALUE. The Accumulation Value less any Withdrawal Charge, but never less than the Guaranteed Cash Value.

COMPANY. The Northwestern Mutual Life Insurance Company.

CONTINGENT ANNUITANT. The person who becomes the Annuitant upon the death of an Annuitant.

CONTRACT YEAR. The first Contract Year is the period of time ending on the first contract anniversary. Subsequent Contract Years are the annual periods between contract anniversaries. A subsequent Contract Year will not extend beyond the Maturity Date.

GUARANTEED CASH VALUE. The Guaranteed Cash Value equals the greater of (a) the Accumulation Value based on the minimum guaranteed annual effective interest rate shown on Page 3, less any Withdrawal Charge, or (b) 87.50% of the Purchase Payment accumulated at the Nonforfeiture Rate since the Issue Date minus any amounts withdrawn accumulated at the Nonforfeiture Rate since the date of withdrawal.

HOME OFFICE. The office of The Northwestern Mutual Life Insurance Company located at 720 East Wisconsin Avenue, Milwaukee, WI 53202.

ISSUE DATE. The date this Contract is issued and becomes effective.

LIFE INCOME PLANS. An optional mode of settlement in which the annuity value is paid out in a series of payments based on the lives of either one or two individuals. If payments are based on the life of one individual, the plan is a Single Life Income plan and if it is based on the lives of two individuals, the plan is a Joint Life Income plan.

MATURITY DATE. The date upon which contract benefits will become payable.

NONFORFEITURE RATE. An interest rate used in the determination of the Guaranteed Cash Value. The Nonforfeiture Rate is described on Page 3.

OWNER. The person possessing the ownership rights stated in this Contract.

PRIMARY ANNUITANT. The person upon whose life this Contract is initially issued.

PURCHASE PAYMENT. The payment made by or on behalf of the Owner with respect to this Contract.

SUCCESSOR OWNER. The person designated to become the Owner upon the death of the Owner, provided the Owner was not the Annuitant at the time of the Owner's death.

WITHDRAWAL CHARGE. A deduction that is made from the maturity benefit and withdrawal amounts.

WITHDRAWAL CHARGE FREE AMOUNT. The amount of interest credited in the year ending on the date of withdrawal and not previously withdrawn. This amount can be withdrawn without a Withdrawal Charge.

SECTION 2. CONTRACT VALUES

2.1 ACCUMULATION VALUE

The Accumulation Value for the Contract will be the Purchase Payment plus dividends retained in the Contract, if any, plus credited interest, less all amounts withdrawn from the Contract.

Interest is credited from the date the Purchase Payment is received at the Home Office. The declared annual effective interest rate during the first Contract Year is shown on Page 3. For each subsequent Contract Year, the declared annual effective interest rate will be the rate then in effect as declared by the Company and will remain in effect for the duration of that Contract Year. The Company will not declare a rate that would cause the Accumulation Value to be less than the Guaranteed Cash Value. The Company will not declare a rate less than the minimum guaranteed annual effective interest rate shown on Page 3.

2.2 CASH VALUE

The Cash Value for the Contract will be the Accumulation Value less any Withdrawal Charge (see Section 3.2), but never less than the Guaranteed Cash Value. The Cash Value will not be less than the minimum amount required by the state in which this Contract is delivered.

2.3 MATURITY VALUE

The maturity value will be the Accumulation Value for the Contract as of the Maturity Date shown on Page 3.

2.4 TABLE OF GUARANTEED VALUES

The Accumulation Values and Guaranteed Cash Values shown on Page 4 are as of the end of the Contract Years indicated and assume that no partial withdrawals have been made. Accumulation Values may be higher due to higher declared annual effective interest rates credited by the Company or lower due to withdrawals. Guaranteed Cash Values may be higher due to Nonforfeiture Rates in excess of the minimum Nonforfeiture Rate required by law as of the Issue Date or lower due to withdrawals.

A list of values for Contract Years not shown on Page 4 will be furnished on request. All values are at least as great as those required by the state in which this Contract is delivered.

2.5 GUARANTEED MONTHLY INCOME

The Guaranteed Monthly Income shown on Page 3 is based on settlement of the Contract at maturity for the Accumulation Value at maturity shown on Page 4. The Guaranteed Monthly Income further assumes settlement under a Single Life Income plan with a period certain of 10 years based on the life of the Primary Annuitant. The income plan rates are shown in the Minimum Payment Rate Tables in Section 9 of this Contract.

The actual amount of monthly income will depend on:

- the income plan elected by the Owner, or if applicable, the Beneficiary;
- the Cash Value of the Contract on the date the monthly income is calculated; and
- the applicable income plan rate then in effect but not less than the applicable income plan rate in the Minimum Payment Rate Tables in Section 9.

SECTION 3. WITHDRAWALS AND WITHDRAWAL CHARGES

3.1 WITHDRAWALS

Before the Maturity Date the Owner may request the withdrawal of all or a portion of the Accumulation Value of the Contract. The Owner will receive the Cash Value of the amount withdrawn. The Company may require that the Minimum Accumulation Value shown on Page 3 remain after a partial withdrawal. Withdrawal of the entire value of the Contract constitutes a full surrender of the Contract. The Cash Value of the amount withdrawn will be determined as of the date the withdrawal is effective. The effective date of a withdrawal is the date of receipt of the withdrawal request at the Home Office.

A withdrawal will be taken from the Contract in the following order:

- first, from the Withdrawal Charge Free Amount;
- next, from the Purchase Payment; and
- last, from any interest credited in prior years.

3.2 WITHDRAWAL CHARGES

A Withdrawal Charge will be applied to the amount withdrawn from the Purchase Payment. The Withdrawal Charge Schedule is shown on Page 3. No Withdrawal Charge will be imposed anytime after the death of the Primary Annuitant.

SECTION 4. BENEFITS

4.1 MATURITY BENEFIT

The maturity value is payable if the Annuitant is living on the Maturity Date. The Owner may elect to receive the maturity value in cash or under an income plan (see Section 9) chosen by the Owner. If the Company receives no such election prior to the Maturity Date, the maturity value will be paid under a Single Life Income plan, with payments certain for ten years, and based on the life of the Annuitant, as described in Section 9.2.

4.2 DEATH BENEFIT IF ANNUITANT IS AN OWNER

If the Annuitant is an Owner, the Beneficiary becomes entitled to the death benefit upon the death of the Annuitant before the Maturity Date. The death benefit will be the Accumulation Value of the Contract as of the date of the death of the Annuitant less any amounts withdrawn after that date. The Company is not responsible for any payment or other action that is taken by it before receiving notice of the death of the Annuitant.

Unless an income plan was elected by the Owner, the Beneficiary automatically becomes the Owner and Annuitant of the Contract. However, if the Beneficiary is not a natural person and no income plan was elected by the Owner, the Beneficiary may select a natural person to be the Annuitant. If a natural person is not selected to be the Annuitant within 60 days of the date on which proof of death of the Annuitant is received at the Home Office, the Accumulation Value will be distributed to the Beneficiary.

4.3 DEATH BENEFIT IF ANNUITANT IS NOT AN OWNER

If the Annuitant is not an Owner, upon the death of the Annuitant the Contract continues with the Contingent Annuitant (Section 5.5) as the new Annuitant unless the Owner elects to receive the death benefit. The death benefit will be the Accumulation Value of the Contract as of the date of the death of the Annuitant less any amounts withdrawn after that date.

SECTION 5. BENEFICIARIES AND CONTINGENT ANNUITANTS

5.1 CHANGING THE BENEFICIARY

The Owner may change the Beneficiary of the death benefit by signing a Beneficiary change request satisfactory to the Company and sending it to the Home Office. The Beneficiary change will be effective as of the date it was signed by the Owner. The Company is not responsible for any payment or other action that is taken by it before receipt of the request. The Company may require that the Contract be sent to it to be endorsed to show the change.

5.2 SUCCESSION OF INTEREST OF BENEFICIARIES

The rights and benefits that a Beneficiary becomes entitled to under the Contract are shared equally among all surviving direct beneficiaries, if any, otherwise equally among all surviving contingent beneficiaries, if any. If no Beneficiary is surviving at the death of the Annuitant, the Owner or the Owner's Estate will be the Beneficiary.

5.3 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the death benefit, or to the present value of any unpaid payments under an income plan, within one year after the death of the Annuitant, or if satisfactory evidence is furnished to the Company showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

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

5.4 GENERAL

Transfer of Ownership. A transfer of ownership of itself will not change the interest of a Beneficiary.

Claims of Creditors. So far as allowed by law, no amount payable under this Contract will be subject to the claims of creditors of a Beneficiary.

5.5 NAMING AND CHANGING A CONTINGENT ANNUITANT

If the Owner is not the Annuitant, the Owner may name or change a Contingent Annuitant at any time while the Annuitant is living, and during the first 60 days after the date on which proof of death of the Annuitant is received at the Home Office. A change made during this 60 days cannot be revoked. If no one is named as Contingent Annuitant by the end of the 60 day time period, the Company will pay the death benefit to the Owner. The naming or changing of a Contingent Annuitant will be effective on receipt at the Home Office of a written request that is acceptable to the Company.

SECTION 6. OWNERSHIP

6.1 THE OWNER

The Owner is named on Page 3. All contract rights may be exercised by the Owner, the Owner's successor, or the Owner's transferee without the consent of any Beneficiary.

If the Contract has more than one Owner, contract rights may be exercised only by authorization of all Owners. Upon the death of an Owner, ownership rights of all Owners terminate if the deceased Owner was the Annuitant.

6.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this Contract. Written proof of transfer satisfactory to the Company must be received at the Home Office. The transfer will then take effect as of the date it was signed. The Company may require that the Contract be sent to it for endorsement to show the transfer. The Company will not be responsible to a transferee Owner for any payment or other action taken by the Company before receipt of the proof of transfer at the Home Office.

6.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Annuitant, the Owner may name or change a Successor Owner. Naming or changing a Successor Owner will be effective upon receipt at the Home Office of a written request for such change that is acceptable to the Company. A Successor Owner succeeds to the

interests of an Owner only if the Owner was not the Annuitant at the time of the Owner's death.

6.4 COLLATERAL ASSIGNMENT

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

The interest of any Beneficiary will be subject to any collateral assignment made either before or after the Beneficiary is named. A collateral assignee is not an Owner.

A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 6.2.

6.5 REPORT TO OWNER

At least once each Contract Year, the Company will send to the Owner a statement of the Accumulation Value and Cash Value of the Contract. For the current report period, the statement will include the Accumulation Value and Cash Value of the Contract at the beginning and ending date of the period, the amount of interest credited and any amounts withdrawn from the Contract. The statement will show the Cash Surrender Value amount used to determine the Cash Surrender Value. The statement will include any other facts or information required by law or regulation.

SECTION 7. THE CONTRACT

7.1 ENTIRE CONTRACT; CHANGES

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

7.2 INCONTESTABILITY

The Company will not contest this Contract after the Issue Date. The Issue Date is shown on Page 3.

7.3 MISSTATEMENT

If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that the premium paid would have purchased at the correct age and sex. If any amounts have been overpaid by the Company due to a misstatement of age or sex, the amount of the overpayment may be deducted from payments to be made by the Company. If any amounts have been underpaid by the Company due to a misstatement of age or sex, the amount of the underpayment will be paid.

7.4 DIVIDENDS

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

When a death benefit is paid upon the death of the Annuitant before the Maturity Date, any dividend payable for the period from the beginning of the Contract Year to the date of the Annuitant's death will be paid as part of the death benefit.

Dividends may be paid in cash or used to increase the Accumulation Value of the Contract. If no direction for the use of dividends is given, they will be used to increase the Accumulation Value of the Contract. The Company may make other uses of dividends available.

It is not expected that any dividends will be paid on this Contract.

7.5 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if the Accumulation Value becomes less than the Minimum Accumulation Value shown on Page 3.

SECTION 8. PAYMENT OF CONTRACT BENEFITS

8.1 PAYMENT OF BENEFITS

All or part of the Contract benefits may be paid under one or more of the following:

- an income plan; or
- in cash.

The Company may defer payment of withdrawals or the maturity benefit for up to six months from the effective date of withdrawal or maturity. If payment is deferred for 30 days or more, interest will be paid at an annual effective interest rate in accordance with the laws of the state in which this Contract is delivered.

The provisions and rates for income plans are described in Section 9. Contract benefits may not be placed under an income plan unless the plan would provide to each Beneficiary a payment of at least the Minimum Payment Under Income Plan shown on Page 3.

8.2 DEATH BENEFIT

A Beneficiary entitled to the death benefit upon the death of an Annuitant may elect to receive the Accumulation Value under an income plan or in cash provided no income plan was elected by the Owner. The cash amount distributed will be the Accumulation Value withdrawn as of the date of death. No payment will be made until satisfactory proof of death is received at the Home Office.

SECTION 9. INCOME PLANS

9.1 INCOME PLAN ELECTIONS

For the Death Benefit. The Owner may elect an income plan for the death benefit. If the Annuitant is the Owner, and no income plan has been elected by the Owner upon the death of the Annuitant, the Beneficiary may elect an income plan for the death benefit.

For Maturity Benefits or for Withdrawal Amounts. The Owner may elect an income plan for the maturity benefit or for withdrawal amounts. The Owner will be the direct beneficiary.

Effective Date. An income plan that is elected by the Owner for the death benefit will take effect on the date of the death of the Annuitant if the election is received at the Home Office while the Annuitant is living. An income plan that is elected for the maturity benefit will take effect on the Maturity Date. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

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

Minimum Payment. The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

9.2 INCOME PLAN OFFERINGS

The Company will make available the following income plans:

- **Single Life Income.** The Company will make monthly payments for the selected period certain, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the period are:
 - a. zero years;
 - b. ten years or
 - c. 20 years.
- **Joint and Survivor Life Income.** The Company will make monthly payments for a 10-year period certain and thereafter during the joint lifetime of the two individuals upon whose lives income payments are based and continuing during the remaining lifetime of the survivor.

Limitations. A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Annuitant or, after the death of the Annuitant, on the life of the Annuitant's spouse or dependent.

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

Other Selections. The Company may offer additional income plans.

9.3 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

For Income Plans Elected By Owner. The Owner of the Contract may name and change the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the death benefit. The Owner of the Contract may name and change the contingent beneficiaries and further payees of an income plan elected for the maturity benefit of withdrawal amounts. If the Owner of the Contract elected an income plan, a Beneficiary may name and change the contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Contract; or
- no contingent beneficiary or further payee of that share is living.

For Income Plans Elected By Beneficiary. If the Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

9.4 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

Direct Beneficiary. Amounts payable under an income plan will be payable to the direct beneficiary.

Contingent Beneficiaries. At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless requested otherwise by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency,
- receive the present value of the remaining period certain payments in one sum, or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

Further Payees. At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all Beneficiaries.

Present value will be based on the rate of interest used to determine the amount of payments.

9.5 INCOME PLAN RATES

Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates on the date that the income plan takes effect, for a single premium immediate annuity contract.

Payments under these rates will not be less than the minimum payment rates shown in the Minimum Payment Rate Tables.

The rates in the Minimum Payment Rate Tables depend on the sex and adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Contract Years that have elapsed from the Issue Date to the date that the income plan takes effect. A part of a Contract Year is counted as a full year.

CONTRACT YEARS ELAPSED	AGE ADJUSTMENT-	CONTRACT YEARS ELAPSED	AGE ADJUSTMENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

MINIMUM PAYMENT RATE TABLES
Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

*See Section 9.5

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

Agent

Address

Telephone

It is recommended that you ...

read your Contract.

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

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

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

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

Election Of Trustees

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

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Retirement benefit payable at maturity as guaranteed monthly income.

Death benefit payable before maturity.

Participating.

RS.SPRA.LD.(0313)

AR



[Empty box for Contract Number]

APPLICATION FOR DEFERRED ANNUITY

1. OTHER POLICIES

Has a Northwestern Mutual policy ever been issued on the annuitant's life?

Yes, the last policy number is: _____ No

2. ANNUITANT

Name: First, MI, Last _____

Sex _____ Birthdate _____ (MM/DD/YYYY)

Residence Address (Required) _____

Mailing Address _____
(If different than residence address)

City, State, Zip _____

Country, if other than US _____

Home Phone Number () _____

Taxpayer ID _____

US Citizen? Yes No (If no, provide copy of green card)

If no, what country? _____

3. MARKET Select one:

- Non-Tax Qualified (NTQ)
- 457 Deferred Compensation Plan Government Non-profit
- Traditional IRA
- Roth IRA
- SIMPLE IRA
- Simplified Employee Pension Plan IRA (SEP)

Proceed to Section 5 unless Annuitant is a minor.

Pension & Profit Sharing: Trust Number _____ Name of Trust _____ Proceed to Section 6.

4. OWNER (If more than one owner, copy page 1 of this application and complete the owner section for each additional owner.)

A minor cannot own an annuity contract.

Select one:

Annuitant (Proceed to Section 5.)

Joint Owners (Available for NTQ)

List name(s) _____

Other _____

See attachment (Complete U.S. Citizen question, then proceed to section 5.)

UGMA/UTMA – custodian is owner for the benefit of minor.

Beneficiary of Deceased _____ Deceased

FBO _____ Beneficiary

Corporation

Trust

Other

Name: First, MI, Last/Corporation/Trust _____

Sex _____ Birthdate _____ (MM/DD/YYYY)

Residence Address (Required) _____

Mailing Address _____
(If different than residence address)

City, State, Zip _____

Country, if other than US _____

Relationship to Annuitant _____

Home Phone Number () _____

Taxpayer ID _____

US Citizen? Yes No (If no, provide copy of green card)

If no, what country? _____

Date of Trust _____ Name of Trustees _____

Successor Owner: Do not complete if applying for a tax qualified contract or if the owner and the annuitant are the same person.

Successor Owner Name _____

Birthdate _____ Taxpayer ID _____
(MM/DD/YYYY)

Relationship to Annuitant _____

5. BENEFICIARY (Upon the death of the Annuitant)

Cannot be annuitant.

If no beneficiary is listed, Estate of Annuitant will be named.

See attachment – Proceed to Section 6.

Direct Beneficiary: Owner Other – Enter information below:

Name _____

Taxpayer ID _____ Relationship _____

Address _____

City, State, Zip _____

Date of Birth (MM/DD/YYYY) _____ Phone (____) _____

And all (other) children including legally adopted children, of the Annuitant as additional Direct Beneficiaries.

Contingent Beneficiary:

Name _____

Taxpayer ID _____ Relationship _____

Address _____

City, State, Zip _____

Date of Birth (MM/DD/YYYY) _____ Phone (____) _____

And all (other) children including legally adopted children, of the Annuitant as additional Contingent Beneficiaries.

See attachment – Proceed to Section 6.

For additional beneficiaries or contingent beneficiaries please include additional pages with all the beneficiary information requested above.

6. REPLACEMENT

Note to Agent: Refer to the Applicant's Statement of Existing Coverage (90-2048). This form must be completed and signed for every application.

As a result of this purchase, will the values or benefits of any other life insurance policy or annuity contract, on any life be affected in any way?

Yes No

Note to Agent: If either the question above, or the question on the Applicant's Statement of Existing Coverage, is answered "yes," then the Important Notice must be completed and signed.

Will this annuity:

A. Replace Northwestern Mutual? Yes No

B. Replace other companies? Yes No

C. Result in 1035 exchange? Yes No

7. PLAN

Select one:

Select Variable Annuity

Fixed Annuity – Single Premium Retirement Annuity

Guaranteed Period – select one:

Select Gold – 1 year

Select Gold – 1 Year *with* First Year Rate Enhancement*

Select Gold – 3 Year

Select Platinum – 1 Year

Select Platinum – 1 Year *with* First Year Rate Enhancement*

Select Silver – 5 Year

*\$50,000 minimum required with First Year Rate Enhancement

Note: The First Year Rate Enhancement may not be available.

8. INITIAL PAYMENT

Make checks payable to Northwestern Mutual

METHOD OF PAYMENT

Check attached Amount \$ _____

Check coming from another institution \$ _____
Estimated Amount

Electronic Funds Transfer (EFT) – Variable Annuity only.

Multiple Contract Bill (MCB) – Variable Annuity only.
Required for SIMPLE IRAs.

FOR TAX-QUALIFIED CONTRACTS ONLY – Check all that apply

CAUTION: Accurate selection in the following sections is needed to assure correct tax reporting. For advice, consult your tax professional.

New Contributions:

For Roth and Traditional IRAs, enter the applicable Current and Prior Tax Year(s) and the respective amount(s).

Current Tax Year _____ Amount \$ _____

Prior Tax Year _____ Amount \$ _____

Direct Transfer and/or Rollover:

Direct Transfer – Check from third party must be made payable as follows: "Northwestern Mutual FBO (Name of Contract Owner)."

60-Day Rollover – Personal check from owner or check endorsed to Northwestern Mutual.

Source of funds for Direct Transfer and/or Rollover:

Traditional IRA Roth IRA

Simple IRA – Owner must have participated in plan for at least two years.

SEP TDA 401(g) Former Pension

Pension & Profit Sharing (401(k), money purchase plan, etc.)

457 Deferred Compensation - Government Plans only

FOR VARIABLE ANNUITY, GO TO PAGE 3.

FOR FIXED ANNUITY, GO TO PAGE 5.

VARIABLE ANNUITY SECTION

For fixed annuity, go to page 5

V1. SCHEDULED PAYMENTS

You may select either MCB or EFT.

ISA Number

[Redacted Box]

Multiple Contract Bill (MCB)

Amount \$ _____ MCB Number _____

MCB Payer Name _____

Electronic Funds Transfer (EFT)

You must attach a voided check.

Select one:

Monthly Quarterly Semi-Annually Annually

Amount \$ _____ First Draft Date _____
(MM/DD/YYYY)

Bank Transit Number _____

Account Number _____

Checking Savings

Bank Account Owner – Select one

Annuitant Other – Enter information below:

Name _____
FIRST MI LAST

Residence Address _____

City, State, Zip _____

Taxpayer ID _____

Signature below (or on page 5 if Bank Account Owner is the Applicant) is authorization to charge the account named above with electronic funds transfers initiated by Northwestern Mutual to its own order. This authorization will remain in effect until revoked in writing.

X _____
Signature of Bank Account Owner

V2. TYPE

Back-End Design – Minimum initial purchase payment for non-tax qualified market \$5,000.

Front-End Design – Minimum initial purchase payment \$10,000.

The front-end design may provide better long term financial value than the back end design. Factors to consider in making a decision include the expected holding period of the annuity as well as anticipated liquidity needs.

V3. OPTIONAL ENHANCED DEATH BENEFIT

I elect the Enhanced Death Benefit rider. There is an additional charge. Available to age 65. See prospectus for more information.

V4. OPTIONS

Dollar Cost Averaging from the Money Market Fund - \$100 minimum transfer amount

Amount: \$ _____ Monthly Quarterly

Complete Payment Allocation column and Dollar Cost Averaging column on page 4.

Portfolio Re-Balancing

Minimum initial payment of \$10,000 required.

Monthly

Quarterly

Semi-Annually

Annually

Re-balancing transfers will be made according to the Payment Allocation elected in section V5.

If both Dollar Cost Averaging & Portfolio Rebalancing are chosen, Rebalancing transfers will be made according to the DCA.

V5. PAYMENT ALLOCATION

Complete either section A or B

Section A- After the risk tolerance of the Owner has been determined, select one.

Asset Allocation Models – Select One

Conservative Asset Allocation Model

Balanced Asset Allocation Model

Very Aggressive Asset Allocation Model

Moderately Conservative Asset Allocation Model

Aggressive Asset Allocation Model

These models are designed to assist the Owner in setting up an allocation of initial purchase payments. Each is comprised of a combination of Divisions representing various asset classes. The models are static (fixed), so any investment allocations after the contract's inception must be made by the Owner. There will be no automatic rebalancing to these models unless Portfolio Rebalancing is chosen in section V4 on page 3 of this Application. Dollar Cost Averaging is not available if an Asset Allocation Model is chosen, as none of the five Asset Allocation Models listed above allocates to the Money Market Division.

OR (Continue to page 4)

V5. PAYMENT ALLOCATION (continued)

Section B

- Complete Payment Allocation column.
- *If Dollar Cost Averaging is chosen*, a percentage must be indicated in the Money Market Fund of the Payment Allocation column and the Dollar Cost Averaging column must be completed.
- *If Portfolio Re-balancing is chosen*, transfers cannot be made to or from the Guaranteed Accounts. If a Guaranteed Account is elected as a Payment Allocation, PRB must be added after the contract is issued. Your agent can submit a request through the Northwestern Mutual Service Request Center.
- Use whole percentages totaling 100%.

DIVISION	Payment Allocation %	Dollar Cost Averaging %	DIVISION	Payment Allocation %	Dollar Cost Averaging %
Large Company Value (MSA/American Century)			International Growth (MSA/Janus)		
Domestic Equity (MSA/Delaware Management)			Emerging Markets Equity (MSA/MFS)		
Equity Income ((MSA/T Rowe Price)			Russell Non-US		
Large Cap Blend (MSA/Fiduciary Management)			Short Term Bond (MSA)		
Index 500 Stock (MSA)			Select Bond (MSA)		
Large Cap Core Stock (MSA)			Russell Core Bond		
Neuberger Berman Socially Responsive			Inflation Protection (MSA/ American Century)		
Russell Multi-Style Equity			Long Term U.S. Government Bond (MSA/PIMCO)		
Fidelity VIP Contrafund			Multi Sector Bond (MSA/PIMCO)		
Focused Appreciation (MSA/Janus)			High Yield Bond (MSA)		
Growth Stock (MSA)			Asset Allocation (MSA)		
Mid Cap Value (MSA/American Century)			Balanced (MSA)		
Fidelity VIP Mid Cap			Russell Global Real Estate Securities ¹		
Index 400 Stock (MSA)			Commodities Return Strategy (MSA/Credit Suisse)		
Mid Cap Growth Stock (MSA)			Russell LifePoints Variable Moderate		
Small Cap Value (MSA/T Rowe Price)			Russell LifePoints Variable Balanced		
Index 600 Stock (MSA)			Russell LifePoints Variable Growth		
Russell Aggressive Equity			Russell LifePoints Variable Equity Growth		
Small Cap Growth Stock (MSA)			Money Market (MSA)		N/A
Research International Core (MSA/MFS)					
International Equity (MSA/Franklin Templeton)			Guaranteed Interest Fund 1		
			Guaranteed Interest Fund 8*		N/A
			<input type="checkbox"/> Preservation+ Strategy**		
			TOTAL	100%	100%

¹Effective May 1, 2011, the investment option name of Russell Real Estate Securities was changed to Russell Global Real Estate Securities.

PRESERVATION+ STRATEGY**

If selected, the amount indicated on the Guaranteed Interest Fund 8 Payment Allocation line will be split as follows: a portion to the Guaranteed Interest Fund 8 (GIF8) and the balance to the selected allocation.

Select one if Preservation+ Strategy selected above

<input type="checkbox"/> Conservative Asset Allocation Model	<input type="checkbox"/> Aggressive Asset Allocation Model	<input type="checkbox"/> Russell LifePoints Variable Growth	<input type="checkbox"/> Balanced Division
<input type="checkbox"/> Moderately Conservative Asset Allocation Model	<input type="checkbox"/> Very Aggressive Asset Allocation Model	<input type="checkbox"/> Russell LifePoints Variable Balanced	<input type="checkbox"/> Asset Allocation Division
<input type="checkbox"/> Balanced Asset Allocation Model	<input type="checkbox"/> Russell LifePoints Variable Equity Growth	<input type="checkbox"/> Russell LifePoints Variable Moderate	<input type="checkbox"/> Index 500 Stock Division

***Guaranteed Interest Fund 8:**

- Available only with the Back-End Design.
- If selected, \$10,000 minimum and no subsequent additions allowed to this fund.
- The Guaranteed Interest Fund 8 may be selected with or without the Preservation+ Strategy.

****Preservation+ Strategy:**

- Available only with the Back-End Design.
- The portion applied to the GIF8 shall be the amount necessary, accumulated at the GIF8 declared interest rate, to provide an Accumulation Value in the GIF8 on the eighth anniversary of the contract equal to the total amount allocated to the Preservation+ Strategy, assuming no withdrawals or transfers will be made or fees taken from the GIF8 during the first eight contract years.

The parenthetical next to certain divisions listed above reflects the adviser (Mason Street Advisors, LLC) and the sub-adviser, if any, for the corresponding investment option. Assets of a division of a separate account are invested exclusively in the corresponding investment options. MSA has engaged and oversees sub-advisers who manage those investment options. The sub-advisers may be replaced without shareholder approval. Please see the Prospectus for the Northwestern Mutual Series Fund for more information. Additional fund options are advised by Russell Investment Group, Fidelity Investments and Neuberger Berman.

SIGNATURES

IT IS UNDERSTOOD AND AGREED THAT:

For a Variable Annuity:

- The effective date of the initial Purchase Payment is the date the initial Purchase Payment is applied under the contract. The initial Purchase Payment shall be applied no later than two Business Days after the Valuation Date on which the initial Purchase Payment has been received at the Home Office if a properly completed Application for Deferred Annuity has also been received at the Home Office.
- The Prospectus or Offering Circular and Report has been received and it is understood that all payments and values provided by the contract applied for, when based on the investment experience of a separate account, are variable and are not guaranteed as to amount.
- A withdrawal charge may be imposed on withdrawals from the back-end design contract. In addition, the back-end design contract provides for a market value adjustment on withdrawals or transfers from the Guaranteed Interest Fund 8.

For a Fixed Annuity – Single Premium Retirement Annuity:

- The purchase payment will be credited on the date all requirements are received at the Home Office. Receipt of the purchase payment(s) at a payment facility designated by Northwestern Mutual will be considered the same as receipt at the Home Office.
- A withdrawal charge may be imposed on early withdrawals. In addition, some contracts provide for a market value adjustment on withdrawals.
- Contracts with the First Year Rate Enhancement will be credited with a higher interest rate than contracts without the First Year Rate Enhancement during the first contract year. During the withdrawal charge period after the first contract year, the interest rate credited to contracts without the First Year Rate Enhancement will be higher than the interest rate credited to contracts with the First Year Rate Enhancement.
- Contracts with the First Year Rate Enhancement will have a higher Accumulation Value early in the withdrawal charge period than contracts without the First Year Rate Enhancement. By the end of the withdrawal charge period contracts without the First Year Rate Enhancement are likely to have higher Accumulation Values than contracts with the First Year Rate Enhancement.
- During the withdrawal charge period, the declared annual effective interest rates for subsequent guaranteed periods on Select Gold contracts will more closely follow future market interest rate trends and as a result are more likely to fluctuate than interest rates declared after the first contract year on Select Platinum contracts.

If a trustee is named as a beneficiary and no qualified trustee makes claim to the proceeds, or to the present value of any unpaid payments under a payment plan, within one year after payment becomes due to the trustee, or if satisfactory evidence is furnished to Northwestern Mutual within that year showing that no trustee can qualify to receive payment, payment will be as provided in the contract as though the trustee had not been named. Northwestern Mutual will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee Northwestern Mutual will be fully protected against the claims of every other person. Northwestern Mutual will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

If this application is for an IRA or Tax Qualified Employee Plan, the appropriate ERISA or IRA disclosure statements have been received and reviewed.

No agent is authorized to make or alter contracts or to waive the rights or requirements of Northwestern Mutual.

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.

The agent signing below represents and may provide services on behalf of Northwestern Mutual In connection with the placement of insurance. The agent will receive commissions and may receive other performance-based compensation for the placement of this insurance from Northwestern Mutual and/or its affiliates and representatives.

Each person signing this application declares that the answers and statements made in this application are correctly recorded, complete and true to the best of his or her knowledge and belief.

Date (MM/DD/YYYY) _____ Signed at: City _____ State _____

X

Signature of Applicant (Indicate relationship to Annuitant)

X

Signature of Annuitant (If other than Applicant)

X

Signature of Licensed Agent

SERFF Tracking #:

NWST-128727187

State Tracking #:**Company Tracking #:**

RS.SPRA.(0313)

State:

Arkansas

Filing Company:

The Northwestern Mutual Life Insurance Company

TOI/Sub-TOI:

A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium

Product Name:

RS.SPRA.(0313)

Project Name/Number:

RS.SPRA.(0313) /RS.SPRA.(0313)

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
STD Readability Certification.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	Attached is the highlighted version of the application we are submitting for approval which is attached to the Form Schedule tab. It is replacing form 90-1900 (0411) which was approved on 3/1/11.		
Attachment(s):			
AR 90-1900 (0313) Highlighted.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Nonforfeiture Demos		
Comments:			
Attachment(s):			
STD RS.SPRA.(0313) - Nonforfeiture Demonstration (Retro and Pro).pdf			
STD RS.SPRA.5.(0313) - Nonforfeiture Demonstration (Retro and Pro).pdf			
STD RS.SPRA.LD.(0313) - Nonforfeiture Demonstration (Retro and Pro).pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statements of Variability		
Comments:			
Attachment(s):			

SERFF Tracking #:

NWST-128727187

State Tracking #:

Company Tracking #:

RS.SPRA.(0313)

State:

Arkansas

Filing Company:

The Northwestern Mutual Life Insurance Company

TOI/Sub-TOI:

A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium

Product Name:

RS.SPRA.(0313)

Project Name/Number:

RS.SPRA.(0313) /RS.SPRA.(0313)

STD SOV RS.SPRA.(0313).pdf
 STD SOV RS.SPRA.5.(0313).pdf
 STD SOV RS.SPRA.LD.(0313).pdf
 STD SOV 90-1990 (0313).pdf

Item Status:

Status Date:

Satisfied - Item:

Sex-Neutral Alternate Pages

Comments:

Attachment(s):

STD RS.SPRA.(0313) Sex Neutral Pages.pdf
 STD RS.SPRA.5.(0313) Sex Neutral Pages.pdf
 STD RS.SPRA.LD.(0313) Sex Neutral Pages.pdf

Item Status:

Status Date:

Satisfied - Item:

AR Cert of Compliance

Comments:

Attachment(s):

AR Certification.pdf

READABILITY CERTIFICATION

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

Form Number	Flesch Readability Score
RS.SPRA.(0313)	50.1
RS.SPRA.5.(0313)	50.4
RS.SPRA.LD.(0313)	52.7
90-1900 (0313)	50.2

THE NOTHWESTERN MUTUAL
LIFE INSURANCE COMPANY



Ted A. Matchulat
Director Product Compliance

12/14/2012

Date

[Empty box for Contract Number]

APPLICATION FOR DEFERRED ANNUITY

1. OTHER POLICIES

Has a Northwestern Mutual policy ever been issued on the annuitant's life?

Yes, the last policy number is: _____ No

2. ANNUITANT

Name: First, MI, Last _____

Sex _____ Birthdate _____ (MM/DD/YYYY)

Residence Address (Required) _____

Mailing Address _____
(If different than residence address)

City, State, Zip _____

Country, if other than US _____

Home Phone Number () _____

Taxpayer ID _____

US Citizen? Yes No (If no, provide copy of green card)

If no, what country? _____

3. MARKET Select one:

Non-Tax Qualified (NTQ)

457 Deferred Compensation Plan Government Non-profit

Traditional IRA

Roth IRA

SIMPLE IRA

Simplified Employee Pension Plan IRA (SEP)

Pension & Profit Sharing:

Trust Number _____

Name of Trust _____

Proceed to
Section 5 unless
Annuitant is a
minor.

Proceed
to
Section 6.

4. OWNER (If more than one owner, copy page 1 of this application and complete the owner section for each additional owner.)

A minor cannot own an annuity contract.

Select one:

Annuitant (Proceed to Section 5.)

Joint Owners (Available for NTQ)

List name(s) _____

Other _____

See attachment (Complete U.S. Citizen question, then proceed to section 5.)

UGMA/UTMA – custodian is owner for the benefit of minor.

Beneficiary of Deceased _____
Deceased

FBO _____
Beneficiary

Corporation

Trust

Other

Name: First, MI, Last/Corporation/Trust _____

Sex _____ Birthdate _____ (MM/DD/YYYY)

Residence Address (Required) _____

Mailing Address _____
(If different than residence address)

City, State, Zip _____

Country, if other than US _____

Relationship to Annuitant _____

Home Phone Number () _____

Taxpayer ID _____

US Citizen? Yes No (If no, provide copy of green card)

If no, what country? _____

Date of Trust _____ Name of Trustees _____

Successor Owner: **Do not complete if applying for a tax qualified contract or if the owner and the annuitant are the same person.**

Successor Owner Name _____

Birthdate _____ Taxpayer ID _____
(MM/DD/YYYY)

Relationship to Annuitant _____

5. BENEFICIARY (Upon the death of the Annuitant)

Cannot be annuitant.

If no beneficiary is listed, Estate of Annuitant will be named.

See attachment – Proceed to Section 6.

Direct Beneficiary: Owner Other – Enter information below:

Name _____

Taxpayer ID _____ Relationship _____

Address _____

City, State, Zip _____

Date of Birth (MM/DD/YYYY) _____ Phone (____) _____

And all (other) children including legally adopted children, of the Annuitant as additional Direct Beneficiaries.

Contingent Beneficiary:

Name _____

Taxpayer ID _____ Relationship _____

Address _____

City, State, Zip _____

Date of Birth (MM/DD/YYYY) _____ Phone (____) _____

And all (other) children including legally adopted children, of the Annuitant as additional Contingent Beneficiaries.

See attachment – Proceed to Section 6.

For additional beneficiaries or contingent beneficiaries please include additional pages with all the beneficiary information requested above.

6. REPLACEMENT

Note to Agent: Refer to the Applicant's Statement of Existing Coverage (90-2048). This form must be completed and signed for every application.

As a result of this purchase, will the values or benefits of any other life insurance policy or annuity contract, on any life be affected in any way?

Yes No

Note to Agent: If either the question above, or the question on the Applicant's Statement of Existing Coverage, is answered "yes," then the Important Notice must be completed and signed.

Will this annuity:

A. Replace Northwestern Mutual? Yes No

B. Replace other companies? Yes No

C. Result in 1035 exchange? Yes No

7. PLAN

Select one:

Select Variable Annuity

Fixed Annuity – Single Premium Retirement Annuity

Guaranteed Period – select one:

Select Gold – 1 year

Select Gold – 1 Year *with* First Year Rate Enhancement*

Select Gold – 3 Year

Select Platinum – 1 Year

Select Platinum – 1 Year *with* First Year Rate Enhancement*

Select Silver – 5 Year

*\$50,000 minimum required with First Year Rate Enhancement

Note: The First Year Rate Enhancement may not be available.

8. INITIAL PAYMENT

Make checks payable to Northwestern Mutual

METHOD OF PAYMENT

Check attached Amount \$ _____

Check coming from another institution \$ _____
Estimated Amount

Electronic Funds Transfer (EFT) – Variable Annuity only.

Multiple Contract Bill (MCB) – Variable Annuity only.
Required for SIMPLE IRAs.

FOR TAX-QUALIFIED CONTRACTS ONLY – Check all that apply

CAUTION: Accurate selection in the following sections is needed to assure correct tax reporting. For advice, consult your tax professional.

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For Roth and Traditional IRAs, enter the applicable Current and Prior Tax Year(s) and the respective amount(s).

Current Tax Year _____ Amount \$ _____

Prior Tax Year _____ Amount \$ _____

Direct Transfer and/or Rollover:

Direct Transfer – Check from third party must be made payable as follows: "Northwestern Mutual FBO (Name of Contract Owner)."

60-Day Rollover – Personal check from owner or check endorsed to Northwestern Mutual.

Source of funds for Direct Transfer and/or Rollover:

Traditional IRA Roth IRA

Simple IRA – Owner must have participated in plan for at least two years.

SEP TDA 401(g) Former Pension

Pension & Profit Sharing (401(k), money purchase plan, etc.)

457 Deferred Compensation - Government Plans only

FOR VARIABLE ANNUITY, GO TO PAGE 3.

FOR FIXED ANNUITY, GO TO PAGE 5.

VARIABLE ANNUITY SECTION

For fixed annuity, go to page 5

V1. SCHEDULED PAYMENTS

You may select either MCB or EFT.

ISA Number

Multiple Contract Bill (MCB)

Amount \$ _____ MCB Number _____

MCB Payer Name _____

Electronic Funds Transfer (EFT)

You must attach a voided check.

Select one:

Monthly Quarterly Semi-Annually Annually

Amount \$ _____ First Draft Date _____
(MM/DD/YYYY)

Bank Transit Number _____

Account Number _____

Checking Savings

Bank Account Owner – Select one

Annuitant Other – Enter information below:

Name _____
FIRST MI LAST

Residence Address _____

City, State, Zip _____

Taxpayer ID _____

Signature below (or on page 5 if Bank Account Owner is the Applicant) is authorization to charge the account named above with electronic funds transfers initiated by Northwestern Mutual to its own order. This authorization will remain in effect until revoked in writing.

X _____
Signature of Bank Account Owner

V2. TYPE

Back-End Design – Minimum initial purchase payment for non-tax qualified market \$5,000.

Front-End Design – Minimum initial purchase payment \$10,000.

The front-end design may provide better long term financial value than the back end design. Factors to consider in making a decision include the expected holding period of the annuity as well as anticipated liquidity needs.

V3. OPTIONAL ENHANCED DEATH BENEFIT

I elect the Enhanced Death Benefit rider. There is an additional charge. Available to age 65. See prospectus for more information.

V4. OPTIONS

Dollar Cost Averaging from the Money Market Fund - \$100 minimum transfer amount

Amount: \$ _____ Monthly Quarterly

Complete Payment Allocation column and Dollar Cost Averaging column on page 4.

Portfolio Re-Balancing

Minimum initial payment of \$10,000 required.

Monthly

Quarterly

Semi-Annually

Annually

Re-balancing transfers will be made according to the Payment Allocation elected in section V5.

If both Dollar Cost Averaging & Portfolio Rebalancing are chosen, Rebalancing transfers will be made according to the DCA.

V5. PAYMENT ALLOCATION

Complete either section A or B

Section A- After the risk tolerance of the Owner has been determined, select one.

Asset Allocation Models – Select One

Conservative Asset Allocation Model

Balanced Asset Allocation Model

Very Aggressive Asset Allocation Model

Moderately Conservative Asset Allocation Model

Aggressive Asset Allocation Model

These models are designed to assist the Owner in setting up an allocation of initial purchase payments. Each is comprised of a combination of Divisions representing various asset classes. The models are static (fixed), so any investment allocations after the contract's inception must be made by the Owner. There will be no automatic rebalancing to these models unless Portfolio Rebalancing is chosen in section V4 on page 3 of this Application. Dollar Cost Averaging is not available if an Asset Allocation Model is chosen, as none of the five Asset Allocation Models listed above allocates to the Money Market Division.

OR (Continue to page 4)

V5. PAYMENT ALLOCATION (continued)

Section B

- Complete Payment Allocation column.
- *If Dollar Cost Averaging is chosen*, a percentage must be indicated in the Money Market Fund of the Payment Allocation column and the Dollar Cost Averaging column must be completed.
- *If Portfolio Re-balancing is chosen*, transfers cannot be made to or from the Guaranteed Accounts. If a Guaranteed Account is elected as a Payment Allocation, PRB must be added after the contract is issued. Your agent can submit a request through the Northwestern Mutual Service Request Center.
- Use whole percentages totaling 100%.

DIVISION	Payment Allocation %	Dollar Cost Averaging %	DIVISION	Payment Allocation %	Dollar Cost Averaging %
Large Company Value (MSA/American Century)			International Growth (MSA/Janus)		
Domestic Equity (MSA/Delaware Management)			Emerging Markets Equity (MSA/MFS)		
Equity Income ((MSA/T Rowe Price)			Russell Non-US		
Large Cap Blend (MSA/Fiduciary Management)			Short Term Bond (MSA)		
Index 500 Stock (MSA)			Select Bond (MSA)		
Large Cap Core Stock (MSA)			Russell Core Bond		
Neuberger Berman Socially Responsive			Inflation Protection (MSA/ American Century)		
Russell Multi-Style Equity			Long Term U.S. Government Bond (MSA/PIMCO)		
Fidelity VIP Contrafund			Multi Sector Bond (MSA/PIMCO)		
Focused Appreciation (MSA/Janus)			High Yield Bond (MSA)		
Growth Stock (MSA)			Asset Allocation (MSA)		
Mid Cap Value (MSA/American Century)			Balanced (MSA)		
Fidelity VIP Mid Cap			Russell Global Real Estate Securities ¹		
Index 400 Stock (MSA)			Commodities Return Strategy (MSA/Credit Suisse)		
Mid Cap Growth Stock (MSA)			Russell LifePoints Variable Moderate		
Small Cap Value (MSA/T Rowe Price)			Russell LifePoints Variable Balanced		
Index 600 Stock (MSA)			Russell LifePoints Variable Growth		
Russell Aggressive Equity			Russell LifePoints Variable Equity Growth		
Small Cap Growth Stock (MSA)			Money Market (MSA)		N/A
Research International Core (MSA/MFS)					
International Equity (MSA/Franklin Templeton)			Guaranteed Interest Fund 1		
			Guaranteed Interest Fund 8*		N/A
			<input type="checkbox"/> Preservation+ Strategy**		
				TOTAL	100% 100%

¹Effective May 1, 2011, the investment option name of Russell Real Estate Securities was changed to Russell Global Real Estate Securities.

PRESERVATION+ STRATEGY**

If selected, the amount indicated on the Guaranteed Interest Fund 8 Payment Allocation line will be split as follows: a portion to the Guaranteed Interest Fund 8 (GIF8) and the balance to the selected allocation.

Select one if Preservation+ Strategy selected above

<input type="checkbox"/> Conservative Asset Allocation Model	<input type="checkbox"/> Aggressive Asset Allocation Model	<input type="checkbox"/> Russell LifePoints Variable Growth	<input type="checkbox"/> Balanced Division
<input type="checkbox"/> Moderately Conservative Asset Allocation Model	<input type="checkbox"/> Very Aggressive Asset Allocation Model	<input type="checkbox"/> Russell LifePoints Variable Balanced	<input type="checkbox"/> Asset Allocation Division
<input type="checkbox"/> Balanced Asset Allocation Model	<input type="checkbox"/> Russell LifePoints Variable Equity Growth	<input type="checkbox"/> Russell LifePoints Variable Moderate	<input type="checkbox"/> Index 500 Stock Division

***Guaranteed Interest Fund 8:**

- Available only with the Back-End Design.
- If selected, \$10,000 minimum and no subsequent additions allowed to this fund.
- The Guaranteed Interest Fund 8 may be selected with or without the Preservation+ Strategy.

****Preservation+ Strategy:**

- Available only with the Back-End Design.
- The portion applied to the GIF8 shall be the amount necessary, accumulated at the GIF8 declared interest rate, to provide an Accumulation Value in the GIF8 on the eighth anniversary of the contract equal to the total amount allocated to the Preservation+ Strategy, assuming no withdrawals or transfers will be made or fees taken from the GIF8 during the first eight contract years.

The parenthetical next to certain divisions listed above reflects the adviser (Mason Street Advisors, LLC) and the sub-adviser, if any, for the corresponding investment option. Assets of a division of a separate account are invested exclusively in the corresponding investment options. MSA has engaged and oversees sub-advisers who manage those investment options. The sub-advisers may be replaced without shareholder approval. Please see the Prospectus for the Northwestern Mutual Series Fund for more information. Additional fund options are advised by Russell Investment Group, Fidelity Investments and Neuberger Berman.

SIGNATURES

IT IS UNDERSTOOD AND AGREED THAT:

For a Variable Annuity:

- The effective date of the initial Purchase Payment is the date the initial Purchase Payment is applied under the contract. The initial Purchase Payment shall be applied no later than two Business Days after the Valuation Date on which the initial Purchase Payment has been received at the Home Office if a properly completed Application for Deferred Annuity has also been received at the Home Office.
- The Prospectus or Offering Circular and Report has been received and it is understood that all payments and values provided by the contract applied for, when based on the investment experience of a separate account, are variable and are not guaranteed as to amount.
- A withdrawal charge may be imposed on withdrawals from the back-end design contract. In addition, the back-end design contract provides for a market value adjustment on withdrawals or transfers from the Guaranteed Interest Fund 8.

For a Fixed Annuity – Single Premium Retirement Annuity:

- The purchase payment will be credited on the date all requirements are received at the Home Office. Receipt of the purchase payment(s) at a payment facility designated by Northwestern Mutual will be considered the same as receipt at the Home Office.
- A withdrawal charge may be imposed on early withdrawals. In addition, some contracts provide for a market value adjustment on withdrawals.
- Contracts with the First Year Rate Enhancement will be credited with a higher interest rate than contracts without the First Year Rate Enhancement during the first contract year. During the withdrawal charge period after the first contract year, the interest rate credited to contracts without the First Year Rate Enhancement will be higher than the interest rate credited to contracts with the First Year Rate Enhancement.
- Contracts with the First Year Rate Enhancement will have a higher Accumulation Value early in the withdrawal charge period than contracts without the First Year Rate Enhancement. By the end of the withdrawal charge period contracts without the First Year Rate Enhancement are likely to have higher Accumulation Values than contracts with the First Year Rate Enhancement.
- During the withdrawal charge period, the declared annual effective interest rates for subsequent guaranteed periods on Select Gold contracts will more closely follow future market interest rate trends and as a result are more likely to fluctuate than interest rates declared after the first contract year on Select Platinum contracts.

If a trustee is named as a beneficiary and no qualified trustee makes claim to the proceeds, or to the present value of any unpaid payments under a payment plan, within one year after payment becomes due to the trustee, or if satisfactory evidence is furnished to Northwestern Mutual within that year showing that no trustee can qualify to receive payment, payment will be as provided in the contract as though the trustee had not been named. Northwestern Mutual will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee Northwestern Mutual will be fully protected against the claims of every other person. Northwestern Mutual will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

If this application is for an IRA or Tax Qualified Employee Plan, the appropriate ERISA or IRA disclosure statements have been received and reviewed.

No agent is authorized to make or alter contracts or to waive the rights or requirements of Northwestern Mutual.

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.

The agent signing below represents and may provide services on behalf of Northwestern Mutual In connection with the placement of insurance. The agent will receive commissions and may receive other performance-based compensation for the placement of this insurance from Northwestern Mutual and/or its affiliates and representatives.

Each person signing this application declares that the answers and statements made in this application are correctly recorded, complete and true to the best of his or her knowledge and belief.

Date (MM/DD/YYYY) _____ Signed at: City _____ State _____

X

Signature of Applicant (Indicate relationship to Annuitant)

X

Signature of Annuitant (If other than Applicant)

X

Signature of Licensed Agent

Northwestern Mutual Life Insurance Company
 Demonstration of Nonforfeiture Law Compliance - Retrospective Test
 Policy Form: RS.SPRA.(0313)
 SPRA Retirement Annuity (traditional version)

Issue Age: 60 Minimum Nonforfeiture Interest Rate: 3.00%
 Minimum Contractual Guaranteed Interest Rate: 0.50%

Withdrawal Charge Type: % of premium

Free Withdrawal Amount: Interest credited in the year ending with the date of the withdrawa
 No contract loads or fees.

Comparison of Policy Cash Values with Statutory Minimum Nonforfeiture Accumulations

Contract Year	RS Values							(8) SNFL Minimum Accumulation	(9) Col (7) minus Col (8)
	(1) Premium	(2) Guaranteed Account Value EOY	(3) Withdrawal Charge Pct EOY	(4) Withdrawal Charge	(5) Col (2) minus Col (4)	(6) Cash Value Floor	(7) Guaranteed Cash Value EOY		
1	\$50,000	\$50,250	7.0%	\$3,500	\$46,750	\$45,063	\$46,750	\$45,011	\$1,739
2		50,501	6.0%	3,000	47,501	46,414	47,501	46,310	1,191
3		50,754	5.0%	2,500	48,254	47,807	48,254	47,648	606
4		51,008	4.0%	2,000	49,008	49,241	49,241	49,026	215
5		51,263	3.0%	1,500	49,763	50,718	50,718	50,445	273
6		51,519	2.0%	1,025	50,494	52,240	52,240	51,907	333
7		51,776	1.0%	515	51,261	53,807	53,807	53,412	395
8		52,035	0.0%	0	52,035	55,421	55,421	54,963	458
9		52,296	0.0%	0	52,296	57,084	57,084	56,561	523
10		52,557	0.0%	0	52,557	58,796	58,796	58,206	590
11		52,820	0.0%	0	52,820	60,560	60,560	59,901	660
12		53,084	0.0%	0	53,084	62,377	62,377	61,646	731
13		53,349	0.0%	0	53,349	64,248	64,248	63,444	804
14		53,616	0.0%	0	53,616	66,176	66,176	65,296	880
15		53,884	0.0%	0	53,884	68,161	68,161	67,203	958
16		54,154	0.0%	0	54,154	70,206	70,206	69,168	1,038
17		54,424	0.0%	0	54,424	72,312	72,312	71,191	1,121
18		54,696	0.0%	0	54,696	74,481	74,481	73,276	1,206
19		54,970	0.0%	0	54,970	76,716	76,716	75,422	1,294
20		55,245	0.0%	0	55,245	79,017	79,017	77,634	1,384

- (1) Total single premium paid.
- (2) This column reflects the guaranteed minimum rate of 0.50%. The actual Accumulation Value will never be less than the cash value floor
- (3) This column reflects the maximum withdrawal charge percentage.
- (4) Withdrawal charge percentage times withdrawal charge base. This reflects the free partial withdrawal provision
- (5) Account value less withdrawal charge, before application of any Market Value Adjustment. The actual cash value will never be less than the cash value floor.
- (6) The cash value floor is based on a nonforfeiture interest rate of 3.00%
- (7) The guaranteed cash value is the greater of the amount in column (5) and the cash value floor in column (6)
- (8) Reflects the SNFL's allowable \$50 annual contract charge at the beginning of each year
- (9) Excess of guaranteed cash value over statutory minimum.

Elizabeth A. Conlan

Elizabeth A. Conlan, FSA, MAAA
 December 14, 2012

Northwestern Mutual Life Insurance Company
 Demonstration of Nonforfeiture Law Compliance - Prospective Test
 Policy Form: RS.SPRA.(0313)
 SPRA Retirement Annuity (traditional version)

Issue Age: 60 Minimum Nonforfeiture Interest Rate: 3.00%
 Age at Statutory Deemed Maturity: 70 Minimum Contractual Guaranteed Interest Rate: 0.50%

Withdrawal Charge Type: % of premium

Free Withdrawal Amount: Interest credited in the year ending with the date of the withdrawal
 No contract loads or fees.

Comparison of Policy Cash Values with Statutory Minimum Cash Values

Contract Year	RS Values								
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Premium	Guaranteed Account Value BOY	Withdrawal Charge Pct BOY	Withdrawal Charge	Col (2) minus Col (4)	Cash Value Floor	Guaranteed Cash Value BOY	Discounted Maturity Value	Col (7) minus Col (8)
1	\$50,000	\$50,000	7.0%	\$3,500	\$46,500	\$43,750	\$46,500	\$39,721	\$6,779
2		50,250	7.0%	3,500	46,750	45,063	46,750	41,310	5,440
3		50,501	6.0%	3,000	47,501	46,414	47,501	42,962	4,539
4		50,754	5.0%	2,500	48,254	47,807	48,254	44,680	3,573
5		51,008	4.0%	2,000	49,008	49,241	49,241	46,468	2,773
6		51,263	3.0%	1,530	49,732	50,718	50,718	48,326	2,392
7		51,519	2.0%	1,025	50,494	52,240	52,240	50,259	1,980
8		51,776	1.0%	515	51,261	53,807	53,807	52,270	1,537
9		52,035	0.0%	0	52,035	55,421	55,421	54,361	1,061
10		52,296	0.0%	0	52,296	57,084	57,084	56,535	549
11		52,557	0.0%	0	52,557	58,796	58,796	58,796	0

- (1) Total single premium paid.
- (2) This column reflects the guaranteed minimum rate of 0.50%. The actual accumulation value will never be less than the cash value floor
- (3) This column reflects the maximum withdrawal charge percentage.
- (4) Withdrawal charge percentage times withdrawal charge base. This reflects the free partial withdrawal provision
- (5) Account value less withdrawal charge, before application of any Market Value Adjustment. The actual cash value will never be less than the cash value floor.
- (6) The cash value floor is based on a nonforfeiture interest rate of 3.00%
- (7) The guaranteed cash value is the greater of the amount in column (5) and the cash value floor in column (6)
- (8) The discounted maturity value is the value at the deemed maturity date discounted at 1% more than the rate used in its determination. Since the maturity value is equal to the cash value floor which uses a 3% interest rate in its determination, a 4% discount rate is used.
- (9) Positive amounts in this column indicate that the prospective test is satisfied

Elizabeth A. Conlan

Elizabeth A. Conlan, FSA, MAAA
 December 14, 2012

Northwestern Mutual Life Insurance Company
 Demonstration of Nonforfeiture Law Compliance - Retrospective Test
 Policy Form: RS.SPRA.5.(0313)
 SPRA Retirement Annuity (5-year version)

Issue Age: 60 Minimum Nonforfeiture Interest Rate: 3.00%
 Minimum Contractual Guaranteed Interest Rate: 0.50%

Withdrawal Charge Type - Initial Guaranteed Period: % of premium
 Withdrawal Charge Type - Subsequent Guaranteed Period: % of initial account value

Free Withdrawal Amount: Interest credited in the year ending with the date of the withdrawa
 No contract loads or fees.

Comparison of Policy Cash Values with Statutory Minimum Nonforfeiture Accumulations

Contract Year	RS Values								
	(1) Premium	(2) Guaranteed Account Value EOY	(3) Withdrawal Charge Pct EOY	(4) Withdrawal Charge	(5) Col (2) minus Col (4)	(6) Cash Value Floor	(7) Guaranteed Cash Value EOY	(8) SNFL Minimum Accumulation	(9) Col (7) minus Col (8)
1	\$50,000	\$50,250	7.0%	\$3,500	\$46,750	\$45,063	\$46,750	\$45,011	\$1,739
2		50,501	6.0%	3,000	47,501	46,414	47,501	46,310	1,191
3		50,754	5.0%	2,500	48,254	47,807	48,254	47,648	606
4		51,008	4.0%	2,000	49,008	49,241	49,241	49,026	215
5		51,263	0.0%	0	51,263	50,718	51,263	50,445	818
6		51,519	4.0%	2,051	49,468	52,240	52,240	51,907	333
7		51,776	4.0%	2,061	49,716	53,807	53,807	53,412	395
8		52,035	4.0%	2,071	49,964	55,421	55,421	54,963	458
9		52,296	4.0%	2,081	50,214	57,084	57,084	56,561	523
10		52,557	4.0%	2,092	50,465	58,796	58,796	58,206	590
11		52,820	4.0%	2,102	50,718	60,560	60,560	59,901	660
12		53,084	4.0%	2,113	50,971	62,377	62,377	61,646	731
13		53,349	4.0%	2,123	51,226	64,248	64,248	63,444	804
14		53,616	4.0%	2,134	51,482	66,176	66,176	65,296	880
15		53,884	4.0%	2,145	51,739	68,161	68,161	67,203	958
16		54,154	4.0%	2,155	51,998	70,206	70,206	69,168	1,038
17		54,424	4.0%	2,166	52,258	72,312	72,312	71,191	1,121
18		54,696	4.0%	2,177	52,519	74,481	74,481	73,276	1,206
19		54,970	4.0%	2,188	52,782	76,716	76,716	75,422	1,294
20		55,245	4.0%	2,199	53,046	79,017	79,017	77,634	1,384

- (1) Total single premium paid.
- (2) This column reflects the guaranteed minimum rate of 0.50%. The actual accumulation value will never be less than the cash value floor
- (3) This column reflects the maximum withdrawal charge percentage. After year 5, the maximum withdrawal charge on any contract anniversary equals 4% of the accumulation value on the prior anniversary.
- (4) Withdrawal charge percentage times withdrawal charge base. This reflects the free partial withdrawal provision
- (5) Account value less withdrawal charge, before application of any Market Value Adjustment. The actual cash value will never be less than the cash value floor.
- (6) The cash value floor is based on a nonforfeiture interest rate of 3.00%
- (7) The guaranteed cash value is the greater of the amount in column (5) and the cash value floor in column (6)
- (8) Reflects the SNFL's allowable \$50 annual contract charge at the beginning of each year
- (9) Excess of guaranteed cash value over statutory minimum.

Elizabeth A. Conlan

Elizabeth A. Conlan, FSA, MAAA
 December 14, 2012

Northwestern Mutual Life Insurance Company
 Demonstration of Nonforfeiture Law Compliance - Prospective Test
 Policy Form: RS.SPRA.5.(0313)
 SPRA Retirement Annuity (5-year version)

Issue Age: 60 Minimum Nonforfeiture Interest Rate: 3.00%
 Age at Statutory Deemed Maturity: 70 Minimum Contractual Guaranteed Interest Rate: 0.50%

Withdrawal Charge Type - Initial Guaranteed Period: % of premium

Free Withdrawal Amount: Interest credited in the year ending with the date of the withdrawa
 No contract loads or fees.

Comparison of Policy Cash Values with Statutory Minimum Cash Values

Contract Year	RS Values								
	(1) Premium	(2) Guaranteed Account Value BOY	(3) Withdrawal Charge Pct BOY	(4) Withdrawal Charge	(5) Col (2) minus Col (4)	(6) Cash Value Floor	(7) Guaranteed Cash Value BOY	(8) Discounted Maturity Value	(9) Col (7) minus Col (8)
1	\$50,000	\$50,000	7.0%	\$3,500	\$46,500	\$43,750	\$46,500	\$39,721	\$6,779
2		50,250	7.0%	3,500	46,750	45,063	46,750	41,310	5,440
3		50,501	6.0%	3,000	47,501	46,414	47,501	42,962	4,539
4		50,754	5.0%	2,500	48,254	47,807	48,254	44,680	3,573
5		51,008	4.0%	2,000	49,008	49,241	49,241	46,468	2,773
6		51,263	0.0%	0	51,263	50,718	51,263	48,326	2,936
7		51,519	0.0%	0	51,519	52,240	52,240	50,259	1,980
8		51,776	0.0%	0	51,776	53,807	53,807	52,270	1,537
9		52,035	0.0%	0	52,035	55,421	55,421	54,361	1,061
10		52,296	0.0%	0	52,296	57,084	57,084	56,535	549
11		52,557	0.0%	0	52,557	58,796	58,796	58,796	0

- (1) Total single premium paid.
- (2) This column reflects the guaranteed minimum rate of 0.50%. The actual accumulation value will never be less than the cash value floor
- (3) This column reflects the maximum withdrawal charge percentage. Per IIPRC-A-02-I, the withdrawal charge is set equal to 0 after the initial guaranteed period.
- (4) Withdrawal charge percentage times withdrawal charge base. This reflects the free partial withdrawal provision
- (5) Account value less withdrawal charge, before application of any Market Value Adjustment. The actual cash value will never be less than the cash value floor.
- (6) The cash value floor is based on a nonforfeiture interest rate of 3.00%
- (7) The guaranteed cash value is the greater of the amount in column (5) and the cash value floor in column (6)
- (8) The discounted maturity value is the value at the deemed maturity date discounted at 1% more than the rate used in its determination. Since the maturity value is equal to the cash value floor which uses a 3% interest rate in its determination, a 4% discount rate is used.
- (9) Positive amounts in this column indicate that the prospective test is satisfied

Elizabeth A. Conlan

Elizabeth A. Conlan, FSA, MAAA
 December 14, 2012

Northwestern Mutual Life Insurance Company
 Demonstration of Nonforfeiture Law Compliance - Retrospective Test
 Policy Form: RS.SPRA.LD.(0313)
 SPRA Retirement Annuity (LD version)

Issue Age: 60 Minimum Nonforfeiture Interest Rate: 3.00%
 Minimum Contractual Guaranteed Interest Rate: 0.50%

Withdrawal Charge Type: % of premium

Free Withdrawal Amount: Interest credited in the year ending with the date of the withdrawal
 No contract loads or fees.

Comparison of Policy Cash Values with Statutory Minimum Nonforfeiture Accumulations

Contract Year	RS Values							(8) SNFL Minimum Accumulation	(9) Col (7) minus Col (8)
	(1) Premium	(2) Guaranteed Account Value EOY	(3) Withdrawal Charge Pct EOY	(4) Withdrawal Charge	(5) Col (2) minus Col (4)	(6) Cash Value Floor	(7) Guaranteed Cash Value EOY		
1	\$50,000	\$50,250	8.0%	\$4,000	\$46,250	\$45,063	\$46,250	\$45,011	\$1,239
2		50,501	7.0%	3,500	47,001	46,414	47,001	46,310	691
3		50,754	6.0%	3,000	47,754	47,807	47,807	47,648	159
4		51,008	6.0%	3,000	48,008	49,241	49,241	49,026	215
5		51,263	5.0%	2,500	48,763	50,718	50,718	50,445	273
6		51,519	4.0%	2,051	49,468	52,240	52,240	51,907	333
7		51,776	3.0%	1,546	50,231	53,807	53,807	53,412	395
8		52,035	0.0%	0	52,035	55,421	55,421	54,963	458
9		52,296	0.0%	0	52,296	57,084	57,084	56,561	523
10		52,557	0.0%	0	52,557	58,796	58,796	58,206	590
11		52,820	0.0%	0	52,820	60,560	60,560	59,901	660
12		53,084	0.0%	0	53,084	62,377	62,377	61,646	731
13		53,349	0.0%	0	53,349	64,248	64,248	63,444	804
14		53,616	0.0%	0	53,616	66,176	66,176	65,296	880
15		53,884	0.0%	0	53,884	68,161	68,161	67,203	958
16		54,154	0.0%	0	54,154	70,206	70,206	69,168	1,038
17		54,424	0.0%	0	54,424	72,312	72,312	71,191	1,121
18		54,696	0.0%	0	54,696	74,481	74,481	73,276	1,206
19		54,970	0.0%	0	54,970	76,716	76,716	75,422	1,294
20		55,245	0.0%	0	55,245	79,017	79,017	77,634	1,384

- (1) Total single premium paid.
- (2) This column reflects the guaranteed minimum rate of 0.50%. The actual accumulation value will never be less than the cash value floor
- (3) This column reflects the maximum withdrawal charge percentage.
- (4) Withdrawal charge percentage times withdrawal charge base. This reflects the free partial withdrawal provision
- (5) Account value less withdrawal charge. The actual cash value will never be less than the cash value floor
- (6) The cash value floor is based on a nonforfeiture interest rate of 3.00%
- (7) The guaranteed cash value is the greater of the amount in column (5) and the cash value floor in column (6)
- (8) Reflects the SNFL's allowable \$50 annual contract charge at the beginning of each year
- (9) Excess of guaranteed cash value over statutory minimum.

Elizabeth A. Conlan

Elizabeth A. Conlan, FSA, MAAA
 December 14, 2012

Northwestern Mutual Life Insurance Company
 Demonstration of Nonforfeiture Law Compliance - Prospective Test
 Policy Form: RS.SPRA.LD.(0313)
 SPRA Retirement Annuity (LD version)

Issue Age: 60 Minimum Nonforfeiture Interest Rate: 3.00%
 Age at Statutory Deemed Maturity: 70 Minimum Contractual Guaranteed Interest Rate: 0.50%

Withdrawal Charge Type: % of premium

Free Withdrawal Amount: Interest credited in the year ending with the date of the withdrawa
 No contract loads or fees.

Comparison of Policy Cash Values with Statutory Minimum Cash Values

Contract Year	RS Values								(9) Col (7) minus Col (8)
	(1) Premium	(2) Guaranteed Account Value BOY	(3) Withdrawal Charge Pct BOY	(4) Withdrawal Charge	(5) Col (2) minus Col (4)	(6) Cash Value Floor	(7) Guaranteed Cash Value BOY	(8) Discounted Maturity Value	
1	\$50,000	\$50,000	9.0%	\$4,500	\$45,500	\$43,750	\$45,500	\$39,721	\$5,779
2		50,250	8.0%	4,000	46,250	45,063	46,250	41,310	4,940
3		50,501	7.0%	3,500	47,001	46,414	47,001	42,962	4,039
4		50,754	6.0%	3,000	47,754	47,807	47,807	44,680	3,126
5		51,008	6.0%	3,000	48,008	49,241	49,241	46,468	2,773
6		51,263	5.0%	2,550	48,712	50,718	50,718	48,326	2,392
7		51,519	4.0%	2,051	49,468	52,240	52,240	50,259	1,980
8		51,776	3.0%	1,546	50,231	53,807	53,807	52,270	1,537
9		52,035	0.0%	0	52,035	55,421	55,421	54,361	1,061
10		52,296	0.0%	0	52,296	57,084	57,084	56,535	549
11		52,557	0.0%	0	52,557	58,796	58,796	58,796	0

- (1) Total single premium paid.
- (2) This column reflects the guaranteed minimum rate of 0.50%. The actual accumulation value will never be less than the cash value floor
- (3) This column reflects the maximum withdrawal charge percentage.
- (4) Withdrawal charge percentage times withdrawal charge base. This reflects the free partial withdrawal provision
- (5) Account value less withdrawal charge. The actual cash value will never be less than the cash value floor
- (6) The cash value floor is based on a nonforfeiture interest rate of 3.00%
- (7) The guaranteed cash value is the greater of the amount in column (5) and the cash value floor in column (6)
- (8) The discounted maturity value is the value at the deemed maturity date discounted at 1% more than the rate used in its determination. Since the maturity value is equal to the cash value floor which uses a 3% interest rate in its determination, a 4% discount rate is used.
- (9) Positive amounts in this column indicate that the prospective test is satisfied

Elizabeth A. Conlan

Elizabeth A. Conlan, FSA, MAAA
 December 14, 2012

Statement of Variability

RS.SPRA.(0313)

Variable information is denoted by brackets.

	Provision	Location	Variability
	Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
	Right To Return Contract	Front Cover	If a replacement contract: “Right To Return Contract -- Please read this Contract carefully. The Owner may return the Contract for any reason within thirty days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 or the agent who sold the Contract. If returned, the Contract will be considered cancelled and the Company will refund the Purchase Payment.”
1	Contract Number	Page 3	This will vary depending on the contract number assigned.
2	Tax Reporting Category	Page 3	This will vary based on the market: <ul style="list-style-type: none"> • Personal Annuity • Individual Retirement Annuity (IRA) • Tax Deferred Annuity (TDA) • Deferred Compensation Annuity • Pension Annuity • Pension Distribution Annuity
3	Primary Annuitant	Page 3	This will vary depending on the name of the primary annuitant.
4	Age and Sex	Page 3	Ages 0-85 years, male or female
5	Owner	Page 3	This will vary depending on who the owner is.
6	Issue Date	Page 3	This will vary depending on when the contract is issued.
7	Contract Anniversary	Page 3	This will vary depending on the Issue Date.
8	Maturity Date	Page 3	Ranges 10 years from Issue Date up to the contract anniversary nearest the Annuitant’s 98 th birthday.
9	Direct Beneficiary	Page 3	This will vary depending on who is selected as the Direct Beneficiary.
10			
	Contingent Beneficiary	Page 3	This will vary depending on who is selected as the Contingent Beneficiary
11	Purchase Payment	Page 3	Ranges from \$10,000 to \$1 million.
12	Guaranteed Monthly Income at Maturity	Page 3	This will vary based on the purchase payment received and age at Maturity.

13	Declared Annual Effective Interest Rate	Page 3	The declared rate will never be less than the greater of: <ul style="list-style-type: none"> • the guaranteed minimum interest rate; or • the interest rate which would cause the Accumulation Value to equal the cash value floor as of the end of the Guaranteed Period.
14	Initial Guaranteed Period	Page 3	Five years from the Issue Date.
15	First Year Rate Enhancement Option	Page 3	If the First Year Rate Enhancement Option is selected, the following language will appear [This interest rate includes a first year rate enhancement of [1.50%.] If this option is not selected this language will not appear.
16	First Year Rate Enhancement Rate	Page 3	This will range from 0.50% to 1.50%
17	Nonforfeiture Rate	Page 3	This rate will be the minimum Nonforfeiture Rate required by law as of the Issue Date.
18	Purchase Payment	Page 4	Ranges from \$10,000 to \$1 million.
19	Table of Guaranteed Values	Page 4	This table will vary depending on the Maturity Date, Issue Date, and Purchase Payment.
20	Nonforfeiture Rate	Page 4	This rate will be the minimum Nonforfeiture Rate required by law as of the Issue Date.

Statement of Variability

RS.SPRA.5.(0313)

Variable information is denoted by brackets.

	Provision	Location	Variability
	Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
	Right To Return Contract	Front Cover	If a replacement contract: “Right To Return Contract -- Please read this Contract carefully. The Owner may return the Contract for any reason within thirty days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 or the agent who sold the Contract. If returned, the Contract will be considered cancelled and the Company will refund the Purchase Payment.”
1	Contract Number	Page 3	This will vary depending on the contract number assigned.
2	Tax Reporting Category	Page 3	This will vary based on the market: <ul style="list-style-type: none"> • Personal Annuity • Individual Retirement Annuity (IRA) • Tax Deferred Annuity (TDA) • Deferred Compensation Annuity • Pension Annuity • Pension Distribution Annuity
3	Primary Annuitant	Page 3	This will vary depending on the name of the primary annuitant.
4	Age and Sex	Page 3	Ages 0-85 years, male or female
5	Owner	Page 3	This will vary depending on who the owner is.
6	Issue Date	Page 3	This will vary depending on when the contract is issued.
7	Contract Anniversary	Page 3	This will vary depending on the Issue Date.
8	Maturity Date	Page 3	Ranges 10 years from Issue Date up to the contract anniversary nearest the Annuitant’s 98 th birthday.
9	Direct Beneficiary	Page 3	This will vary depending on who is selected as the Direct Beneficiary.
10	Contingent Beneficiary	Page 3	This will vary depending on who is selected as the Contingent Beneficiary
11	Purchase Payment	Page 3	Ranges from \$10,000 to \$1 million.
12	Guaranteed Monthly Income at Maturity	Page 3	This will vary based on the purchase payment received and age at Maturity.
13	Declared Annual Effective Interest Rate	Page 3	The declared rate will never be less than the greater of: <ul style="list-style-type: none"> • the guaranteed minimum interest rate; or

			<ul style="list-style-type: none"> the interest rate which would cause the Accumulation Value to equal the cash value floor as of the end of the Guaranteed Period.
14	Initial Guaranteed Period	Page 3	Five years from the Issue Date.
15	Nonforfeiture Rate	Page 3	This rate will be the minimum Nonforfeiture Rate required by law as of the Issue Date.
16	Purchase Payment	Page 4	Ranges from \$10,000 to \$1 million.
17	Table of Guaranteed Values	Page 4	This table will vary depending on the Maturity Date, Issue Date, and Purchase Payment.
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Statement of Variability

RS.SPRA.LD.(0313)

Variable information is denoted by brackets.

	Provision	Location	Variability
	Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
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1	Contract Number	Page 3	This will vary depending on the contract number assigned.
2	Tax Reporting Category	Page 3	This will vary based on the market: <ul style="list-style-type: none"> • Personal Annuity • Individual Retirement Annuity (IRA) • Tax Deferred Annuity (TDA) • Deferred Compensation Annuity • Pension Annuity • Pension Distribution Annuity
3	Primary Annuitant	Page 3	This will vary depending on the name of the primary annuitant.
4	Age and Sex	Page 3	Ages 0-85 years, male or female
5	Owner	Page 3	This will vary depending on who the owner is.
6	Issue Date	Page 3	This will vary depending on when the contract is issued.
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8	Maturity Date	Page 3	Ranges 10 years from Issue Date up to the contract anniversary nearest the Annuitant’s 98 th birthday.
9	Direct Beneficiary	Page 3	This will vary depending on who is selected as the Direct Beneficiary.
10	Purchase Payment	Page 3	Ranges from \$10,000 to \$1 million.
11	Guaranteed Monthly Income at Maturity	Page 3	This will vary based on the purchase payment received and age at Maturity.
12	Declared Annual Effective Interest Rate	Page 3	The declared rate will never be less than the greater of: <ul style="list-style-type: none"> • the guaranteed minimum interest rate; or

			<ul style="list-style-type: none"> the interest rate which would cause the Accumulation Value to equal the cash value floor as of the end of the Guaranteed Period.
13	Initial Guaranteed Period	Page 3	Five years from the Issue Date.
14	First Year Rate Enhancement Option	Page 3	<p>If the First Year Rate Enhancement Option is selected, the following language will appear [This interest rate includes a first year rate enhancement of [1.50%.]</p> <p>If this option is not selected this language will not appear.</p>
15	First Year Rate Enhancement Rate	Page 3	This will range from 0.50% to 1.50%
16	Nonforfeiture Rate	Page 3	This rate will be the minimum Nonforfeiture Rate required by law as of the Issue Date.
17	Purchase Payment	Page 4	Ranges from \$10,000 to \$1 million.
18	Table of Guaranteed Values	Page 4	This table will vary depending on the Maturity Date, Issue Date, and Purchase Payment.
19	Declared Annual Effective Interest Rate	Page 4	<p>The declared rate will never be less than the greater of:</p> <ul style="list-style-type: none"> the guaranteed minimum interest rate; or the interest rate which would cause the Accumulation Value to equal the cash value floor as of the end of the Guaranteed Period.
20	Nonforfeiture Rate	Page 4	This rate will be the minimum Nonforfeiture Rate required by law as of the Issue Date.

Statement of Variability

90-1900 (0313)

(Variability is denoted by brackets)

Location	Explanation of Variability
Page 4, Section V5	The available funds are bracketed as the names may change or the list may be updated to include additional funds.

SECTION 7. THE CONTRACT

7.1 ENTIRE CONTRACT; CHANGES

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

7.2 INCONTESTABILITY

The Company will not contest this Contract after the Issue Date. The Issue Date is shown on Page 3.

7.3 MISSTATEMENT

If the age of the Annuitant has been misstated, the amount payable will be the amount that the premium paid would have purchased at the correct age. If any amounts have been overpaid by the Company due to a misstatement of age, the amount of the overpayment may be deducted from payments to be made by the Company. If any amounts have been underpaid by the Company due to a misstatement of age, the amount of the underpayment will be paid.

7.4 DIVIDENDS

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

When a death benefit is paid upon the death of the Annuitant before the Maturity Date, any dividend payable for the period from the beginning of the Contract Year to the date of the Annuitant's death will be paid as part of the death benefit.

Dividends may be paid in cash or used to increase the Accumulation Value of the Contract. If no direction for the use of dividends is given, they will be used to increase the Accumulation Value of the Contract. The Company may make other uses of dividends available.

It is not expected that any dividends will be paid on this Contract.

7.5 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if the Accumulation Value becomes less than the Minimum Accumulation Value shown on Page 3.

9.4 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

Direct Beneficiary. Amounts payable under an income plan will be payable to the direct beneficiary.

Contingent Beneficiaries. At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless requested otherwise by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency,
- receive the present value of the remaining period certain payments in one sum, or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

Further Payees. At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all Beneficiaries.

Present value will be based on the rate of interest used to determine the amount of payments.

9.5 INCOME PLAN RATES

Life Income plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates on the date that the income plan takes effect, for a single premium immediate annuity contract.

Payments under these rates will not be less than the minimum payment rates shown in the Minimum Payment Rate Tables.

The rates in the Minimum Payment Rate Tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Contract Years that have elapsed from the Issue Date to the date that the income plan takes effect. A part of a Contract Year is counted as a full year.

CONTRACT YEARS ELAPSED	AGE ADJUSTMENT-	CONTRACT YEARS ELAPSED	AGE ADJUSTMENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

MINIMUM PAYMENT RATE TABLES
Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
58	2.90	2.88	2.82
59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
63	3.35	3.31	3.17
64	3.46	3.41	3.25
65	3.07	3.52	3.33
66	3.69	3.63	3.41
67	3.82	3.75	3.49
68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
79	6.55	5.85	4.25
80	6.90	6.07	4.28
81	7.33	6.29	4.31
82	7.78	6.50	4.32
83	8.29	6.71	4.33
84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

*See Section 9.5

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

SECTION 7. THE CONTRACT

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

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When a death benefit is paid upon the death of the Annuitant before the Maturity Date, any dividend payable for the period from the beginning of the Contract Year to the date of the Annuitant's death will be paid as part of the death benefit.

Dividends may be paid in cash or used to increase the Accumulation Value of the Contract. If no direction for the use of dividends is given, they will be used to increase the Accumulation Value of the Contract. The Company may make other uses of dividends available.

It is not expected that any dividends will be paid on this Contract.

7.5 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if the Accumulation Value becomes less than the Minimum Accumulation Value shown on Page 3.

9.4 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

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- continue to receive the remaining period certain payments at the selected frequency,
- receive the present value of the remaining period certain payments in one sum, or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

Further Payees. At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all Beneficiaries.

Present value will be based on the rate of interest used to determine the amount of payments.

9.5 INCOME PLAN RATES

Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates on the date that the income plan takes effect, for a single premium immediate annuity contract.

Payments under these rates will not be less than the minimum payment rates shown in the Minimum Payment Rate Tables.

The rates in the Minimum Payment Rate Tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Contract Years that have elapsed from the Issue Date to the date that the income plan takes effect. A part of a Contract Year is counted as a full year.

CONTRACT YEARS ELAPSED	AGE ADJUSTMENT-	CONTRACT YEARS ELAPSED	AGE ADJUSTMENT
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MINIMUM PAYMENT RATE TABLES
Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
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59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
63	3.35	3.31	3.17
64	3.46	3.41	3.25
65	3.07	3.52	3.33
66	3.69	3.63	3.41
67	3.82	3.75	3.49
68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
79	6.55	5.85	4.25
80	6.90	6.07	4.28
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84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

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JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
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	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

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7.5 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if the Accumulation Value becomes less than the Minimum Accumulation Value shown on Page 3.

9.4 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

Direct Beneficiary. Amounts payable under an income plan will be payable to the direct beneficiary.

Contingent Beneficiaries. At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless requested otherwise by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency,
- receive the present value of the remaining period certain payments in one sum, or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

Further Payees. At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all Beneficiaries.

Present value will be based on the rate of interest used to determine the amount of payments.

9.5 INCOME PLAN RATES

Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates on the date that the income plan takes effect, for a single premium immediate annuity contract.

Payments under these rates will not be less than the minimum payment rates shown in the Minimum Payment Rate Tables.

The rates in the Minimum Payment Rate Tables depend on the adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Contract Years that have elapsed from the Issue Date to the date that the income plan takes effect. A part of a Contract Year is counted as a full year.

CONTRACT YEARS ELAPSED	AGE ADJUSTMENT-	CONTRACT YEARS ELAPSED	AGE ADJUSTMENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

MINIMUM PAYMENT RATE TABLES
Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS			
ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20
55	\$ 2.69	\$ 2.68	\$ 2.63
56	2.75	2.74	2.69
57	2.82	2.81	2.75
58	2.90	2.88	2.82
59	2.99	2.96	2.88
60	3.07	3.05	2.95
61	3.16	3.13	3.02
62	3.25	3.22	3.09
63	3.35	3.31	3.17
64	3.46	3.41	3.25
65	3.07	3.52	3.33
66	3.69	3.63	3.41
67	3.82	3.75	3.49
68	3.96	3.88	3.57
69	4.11	4.01	3.65
70	4.27	4.16	3.73
71	4.45	4.31	3.81
72	4.63	4.47	3.88
73	4.84	4.64	3.95
74	5.05	4.82	4.02
75	5.30	5.02	4.08
76	5.57	5.22	4.13
77	5.85	5.42	4.17
78	6.17	5.63	4.22
79	6.55	5.85	4.25
80	6.90	6.07	4.28
81	7.33	6.29	4.31
82	7.78	6.50	4.32
83	8.29	6.71	4.33
84	8.85	6.91	4.34
85 and over	9.46	7.10	4.35

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
OLDER LIFE ADJUSTED AGE*	YOUNGER LIFE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37						
60	2.48	\$ 2.66					
65	2.55	2.79	\$ 3.04				
70	2.59	2.89	3.22	\$ 3.56			
75	2.62	2.95	3.35	3.81	\$ 4.29		
80	2.64	2.99	3.42	3.97	4.63	\$ 5.30	
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	\$ 6.52

*See Section 9.5

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

Re: RS.SPRA.(0313); RS.SPRA.5.(0313); RS.SPRA.LD.(0313); 90-1900 (0313)

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

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



Ted A. Matchulat
Director Product Compliance

12/17/2012

Date

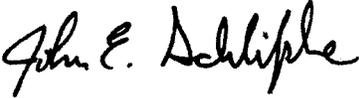
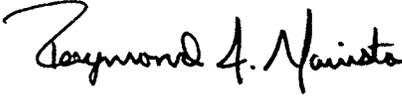
State: Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium
Product Name: RS.SPRA.(0313)
Project Name/Number: RS.SPRA.(0313) /RS.SPRA.(0313)

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/14/2012	Replaced 12/19/2012	Form	Single Premium Deferred Annuity Contract	12/18/2012	AR RS SPRA (0313).pdf (Superseded)
12/14/2012	Replaced 12/19/2012	Form	Single Premium Deferred Annuity Contact	12/18/2012	AR RS SPRA 5 (0313).pdf (Superseded)

The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this Contract,
subject to its terms and conditions.
Signed at Milwaukee, Wisconsin on the Issue Date.

 Chief Executive Officer	 Secretary
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SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Retirement benefit payable at maturity as guaranteed monthly income.
Death benefit payable before maturity.

Participating.

This Contract contains a Market Value Adjustment provision. If all or a portion of the Accumulation Value is withdrawn, the amount payable may be adjusted upward or downward based on a Market Value Adjustment formula in addition to any applicable Withdrawal Charge.

Right To Return Contract -- Please read this Contract carefully. The Owner may return the Contract for any reason within ten days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be considered cancelled and the Company will refund the Purchase Payment.

RS.SPRA.(0313)



CONTRACT NUMBER	00 000 000
PRIMARY ANNUITANT	John J. Doe
ISSUE DATE	April 1, 2013

RS.SPRA.(0313)

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APPLICATION

RS.SPRA.(0313)

CONTRACT INFORMATION

CONTRACT NUMBER ¹[00 000 000]

PLAN Single Premium Retirement Annuity

TAX REPORTING CATEGORY ²[Personal Annuity]

PRIMARY ANNUITANT ³[John J. Doe]

AGE AND SEX ⁴[35 Male]

OWNER ⁵[John J. Doe, the Annuitant]

ISSUE DATE ⁶[April 1, 2013]

CONTRACT ANNIVERSARY ⁷[April 1, 2014 and each April 1 thereafter]

MATURITY DATE ⁸[April 1, 2076]

DIRECT BENEFICIARY ⁹[Jane K. Doe, Wife of the Annuitant]

CONTINGENT BENEFICIARY ¹⁰[John J. Doe, Jr., Son of the Annuitant]

PURCHASE PAYMENT ¹¹[\$50,000.00]

GUARANTEED MONTHLY INCOME
AT MATURITY ¹²[\$753.38]

THE DECLARED ANNUAL EFFECTIVE INTEREST RATE IS ¹³[2.25%] EFFECTIVE UNTIL THE END OF THE INITIAL GUARANTEED PERIOD ON ¹⁴[April 1, 2014]. ¹⁵[THIS INTEREST RATE INCLUDES A FIRST YEAR RATE ENHANCEMENT OF ¹⁶[1.50%].]

THE MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE IS 0.50%.

THE NONFORFEITURE RATE FOR THE INITIAL GUARANTEED PERIOD IS ¹⁷[3.00%]. SEE DEFINITION OF NONFORFEITURE RATE (SECTION 1) FOR FORMULA TO CALCULATE THE NONFORFEITURE RATE FOR SUBSEQUENT GUARANTEED PERIODS. THE DECLARED ANNUAL EFFECTIVE INTEREST RATE MAY BE LESS THAN THE NONFORFEITURE RATE.

WITHDRAWAL CHARGE SCHEDULE: (see Section 3.2)

The Withdrawal Charge is a percentage of the Purchase Payment withdrawn. The percentage is determined by Contract Year as shown in the schedule below. Following the date of death of the Primary Annuitant, the Withdrawal Charge will be 0%.

Contract Year	Withdrawal Charge Percentage
One	7%
Two	7%
Three	6%
Four	5%
Five	4%
Six	3%
Seven	2%
Eight	1%
Nine and all subsequent years	0%

MINIMUM ACCUMULATION VALUE (see Sections 3.1 and 7.6): \$2,000
MINIMUM PAYMENT UNDER INCOME PLAN (see Section 8.1): \$50

TABLE OF GUARANTEED VALUES

THIS TABLE SHOWS MINIMUM GUARANTEED VALUES BASED ON THE PURCHASE PAYMENT OF ¹⁸[\$50,000.00] AT THE TIME OF ISSUE. THE VALUES ARE BASED ON THE ASSUMPTION THAT NO PARTIAL WITHDRAWALS ARE MADE FROM THE CONTRACT.

19	END OF CONTRACT YEAR	April 1,	ACCUMMULATION VALUE	GUARANTEED CASH VALUE
	1	2014	\$ 50,250	\$ 46,750
	2	2015	50,501	47,001
	3	2016	50,753	47,753
	4	2017	51,007	48,507
	5	2018	51,262	49,262
	6	2019	51,518	50,018
	7	2020	51,776	50,776
	8	2021	52,035	51,535
	9	2022	52,295	52,295
	10	2023	52,557	52,557
	11	2024	52,819	52,819
	12	2025	53,083	53,083
	13	2026	53,349	53,349
	14	2027	53,616	53,616
	15	2028	53,884	53,884
	16	2029	54,153	54,153
	17	2030	54,424	54,424
	18	2031	54,696	54,696
	19	2032	54,969	54,969
	20	2033	55,244	55,244
	AGE 60	2038	56,639	56,639
	AGE 65	2043	58,070	58,968
	AT MATURITY	2076	68,459	81,888

THE ACCUMULATION VALUES IN THIS TABLE ARE BASED ON THE MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE OF 0.50%. HIGHER DECLARED ANNUAL EFFECTIVE INTEREST RATES WOULD INCREASE ACTUAL ACCUMULATION VALUES.

THE GUARANTEED CASH VALUES IN THIS TABLE ASSUME THAT THE NONFORFEITURE RATE EQUALS ²⁰[1.00]% FOR ALL GUARANTEED PERIODS. HIGHER NONFORFEITURE RATES WOULD INCREASE GUARANTEED CASH VALUES.

SECTION 1. GENERAL TERMS AND DEFINITIONS

ACCUMULATION VALUE. The Accumulation Value is the Purchase Payment plus dividends retained in the Contract, if any, plus credited interest, less all amounts withdrawn from the Contract.

ANNUITANT. The Primary Annuitant and, upon the death of the Primary Annuitant, the Contingent Annuitant.

BENEFICIARY. The term "Beneficiary" as used in this Contract includes direct beneficiaries, contingent beneficiaries and further payees.

CASH VALUE. The Accumulation Value increased or decreased by any Market Value Adjustment, less any Withdrawal Charge, but never less than the Guaranteed Cash Value.

COMPANY. The Northwestern Mutual Life Insurance Company.

CONTINGENT ANNUITANT. The person who becomes the Annuitant upon the death of an Annuitant.

CONTRACT YEAR. The first Contract Year is the period of time ending on the first contract anniversary. Subsequent Contract Years are the annual periods between contract anniversaries.

GUARANTEED CASH VALUE. The Guaranteed Cash Value equals the greater of (a) the Accumulation Value based on the minimum guaranteed annual effective interest rate shown on Page 3, less any Withdrawal Charge, or (b) 87.50% of the Purchase Payment accumulated at the Nonforfeiture Rate since the Issue Date minus any amounts withdrawn accumulated at the Nonforfeiture Rate since the date of withdrawal.

GUARANTEED PERIOD. The initial period or a subsequent period for which the Company has declared an annual effective interest rate. A subsequent Guaranteed Period may be elected by the Owner from among the durations offered by the Company. A Guaranteed Period will not extend beyond the Maturity Date.

HOME OFFICE. The office of The Northwestern Mutual Life Insurance Company located at 720 East Wisconsin Avenue, Milwaukee, WI 53202.

ISSUE DATE. The date this Contract is issued and becomes effective.

LIFE INCOME PLANS. An optional mode of settlement in which the annuity value is paid out in a series of payments based on the lives of either one or two individuals. If payments are based on the life of one individual, the plan is a Single Life Income plan and if it is based on the lives of two individuals, the plan is a Joint Life Income plan.

MARKET VALUE ADJUSTMENT. An adjustment that is charged or credited by the Company if all or a portion of the Accumulation Value is withdrawn.

MATURITY DATE. The date upon which contract benefits will become payable.

NONFORFEITURE RATE. For each Guaranteed Period, the Nonforfeiture Rate is equal to the lesser of (a) 3.00% or (b) the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the second-to-last business day of the month preceding the start of the Guaranteed Period, rounded to the nearest .05%, minus 1.25%, but not less than the minimum Nonforfeiture Rate required by law as of the Issue Date. For the purpose of determining the Nonforfeiture Rate, a business day is any day that the Federal Reserve reports interest rates.

OWNER. The person possessing the ownership rights stated in this Contract.

PRIMARY ANNUITANT. The person upon whose life this Contract is initially issued.

PURCHASE PAYMENT. The payment made by or on behalf of the Owner with respect to this Contract.

SUCCESSOR OWNER. The person designated to become the Owner upon the death of the Owner, provided the Owner was not the Annuitant at the time of the Owner's death.

WITHDRAWAL CHARGE. A deduction that is made from the maturity benefit and withdrawal amounts.

WITHDRAWAL CHARGE FREE AMOUNT. The amount of interest credited in the year ending on the date of withdrawal and not previously withdrawn. This amount can be withdrawn without a Withdrawal Charge.

SECTION 2. CONTRACT VALUES

2.1 ACCUMULATION VALUE

The Accumulation Value for the Contract will be the Purchase Payment plus dividends retained in the Contract, if any, plus credited interest, less all amounts withdrawn from the Contract.

Interest is credited from the date the Purchase Payment is received at the Home Office. The declared annual effective interest rate during the initial Guaranteed Period is shown on Page 3. For each subsequent Guaranteed Period, the declared annual effective interest rate will be the rate then in effect as declared by the Company and will remain in effect for the duration of that Guaranteed Period. The Company will not declare a rate that would cause the Accumulation Value to be less than the Guaranteed Cash Value. The Company will not declare a rate less than the minimum guaranteed annual effective interest rate shown on Page 3.

The Company does not make available Guaranteed Periods of less than one year in duration.

2.2 CASH VALUE

The Cash Value for the Contract will be the Accumulation Value increased or decreased by any Market Value Adjustment (see Section 3.3), less any Withdrawal Charge (see Section 3.2), but never less than the Guaranteed Cash Value. The Cash Value will not be less than the minimum amount required by the state in which this Contract is delivered.

2.3 MATURITY VALUE

The maturity value will be the Accumulation Value for the Contract as of the Maturity Date shown on Page 3.

2.4 TABLE OF GUARANTEED VALUES

The Accumulation Values and Guaranteed Cash Values shown on Page 4 are as of the end of the Contract Years indicated and assume that no partial withdrawals have been made. Accumulation Values may be higher due to higher declared annual effective interest rates credited by the Company or lower due to withdrawals. Guaranteed Cash Values may be higher due to Nonforfeiture Rates in excess of the minimum Nonforfeiture Rate required by law as of the Issue Date or lower due to withdrawals.

A list of values for Contract Years not shown on Page 4 will be furnished on request. All values are at least as great as those required by the state in which this Contract is delivered.

2.5 GUARANTEED MONTHLY INCOME

The Guaranteed Monthly Income shown on Page 3 is based on settlement of the Contract at maturity for the Accumulation Value at maturity shown on Page 4. The Guaranteed Monthly Income further assumes settlement under a Single Life Income Plan with a period certain of 10 years based on the life of the Primary Annuitant. The income plan rates are shown in the Minimum Payment Rate Tables in Section 9 of this Contract.

The actual amount of monthly income will depend on:

- the income plan elected by the Owner, or if applicable, the Beneficiary;
- the Cash Value of the Contract on the date the monthly income is calculated; and
- the applicable income plan rate then in effect but not less than the applicable income plan rate in the Minimum Payment Rate Tables in Section 9.

2.6 RENEWAL OF GUARANTEED PERIOD

Upon the expiration of a Guaranteed Period, the Company will notify the Owner of the available renewal options. During the 30 day period following the expiration of a Guaranteed Period, the Owner may elect in writing a new Guaranteed Period from the renewal durations then being offered by the Company.

If the Owner makes no election within the 30 days following the expiration of a Guaranteed Period, the Company will automatically apply the Accumulation Value to a new Guaranteed Period of the same duration as the prior Guaranteed Period.

The new Guaranteed Period will be effective beginning on the first day following the expiration of the prior Guaranteed Period. The Accumulation Value at the start of the new Guaranteed Period will equal the Accumulation Value at the end of the prior Guaranteed Period.

SECTION 3. WITHDRAWALS, WITHDRAWAL CHARGES AND MARKET VALUE ADJUSTMENT

3.1 WITHDRAWALS

Before the Maturity Date the Owner may request the withdrawal of all or a portion of the Accumulation Value of the Contract. The Owner will receive the Cash Value of the amount withdrawn. The Company may require that the Minimum Accumulation Value shown on Page 3 remain after a partial withdrawal. Withdrawal of the entire value of the Contract constitutes a full surrender of the Contract. The Cash Value of the amount withdrawn will be determined as of the date the withdrawal is effective. The effective date of a withdrawal is the date of receipt of the withdrawal request at the Home Office.

A withdrawal will be taken from the Contract in the following order:

- first, from the Withdrawal Charge Free Amount;
- next, from the Purchase Payment; and
- last, from any interest credited in prior years.

3.2 WITHDRAWAL CHARGES

A Withdrawal Charge will be applied to the amount withdrawn from the Purchase Payment. The Withdrawal Charge Schedule is shown on Page 3. No Withdrawal Charge will be imposed anytime after the death of the Primary Annuitant.

3.3 MARKET VALUE ADJUSTMENT

A Market Value Adjustment will be charged or credited by the Company if all or a portion of the Accumulation Value is withdrawn. However, a Market Value Adjustment will not be made if:

- the Guaranteed Period is one year; or
- the withdrawal is within 30 days after the beginning of a new Guaranteed Period; or
- the withdrawal is due to Death of the Annuitant or Maturity of the Contract.

The Market Value Adjustment will equal:

$$A \times \left[\frac{(1 + B)^n}{(1 + C)^n} - 1 \right] \text{ where:}$$

A = the excess, if any, of the Accumulation Value being withdrawn over the Withdrawal Charge Free Amount;

B = the declared annual effective interest rate for the current Guaranteed Period;

C = the annual effective interest rate that the Company would declare for a Guaranteed Period beginning at the time of the withdrawal with the shortest available duration at least as long as the time remaining in the current Guaranteed Period; and

n = the number of years, including fractional years, remaining in the current Guaranteed Period.

The Market Value Adjustment will not increase or decrease values by more than the lesser of:

- the excess, if any, of the amount of interest credited at the declared rates of interest from the Issue Date over the amount of interest that would have been credited if the declared rate had equaled the Non-forfeiture Rate during each Guaranteed Period; or
- 12.5% of the Accumulation Value.

SECTION 4. BENEFITS

4.1 MATURITY BENEFIT

The maturity value is payable if the Annuitant is living on the Maturity Date. The Owner may elect to receive the maturity value in cash or under an income plan (see Section 9) chosen by the Owner. If the Company receives no such election prior to the Maturity Date, the maturity value will be paid under a Single Life Income plan, with payments certain for ten years, and based on the life of the Annuitant, as described in Section 9.2.

4.2 DEATH BENEFIT IF ANNUITANT IS AN OWNER

If the Annuitant is an Owner, the Beneficiary becomes entitled to the death benefit upon the death of the Annuitant before the Maturity Date. The death benefit will be the Accumulation Value of the Contract as of the date of the death of the Annuitant less any amounts withdrawn after that date. The Company is not responsible for any payment or other action that is taken by it before receiving notice of the death of the Annuitant.

Unless an income plan was elected by the Owner, the Beneficiary automatically becomes the Owner and Annuitant of the Contract. However, if the Beneficiary is not a natural person and no income plan was elected by the Owner, the Beneficiary may select a natural person to be the Annuitant. If a natural person is not selected to be the Annuitant within 60 days of the date on which proof of death of the Annuitant is received at the Home Office, the Accumulation Value will be distributed to the Beneficiary.

4.3 DEATH BENEFIT IF ANNUITANT IS NOT AN OWNER

If the Annuitant is not an Owner, upon the death of the Annuitant the Contract continues with the Contingent Annuitant (Section 5.5) as the new Annuitant unless the Owner elects to receive the death benefit. The death benefit will be the Accumulation Value of the Contract as of the date of the death of the Annuitant less any amounts withdrawn after that date.

SECTION 5. BENEFICIARIES AND CONTINGENT ANNUITANTS

5.1 CHANGING THE BENEFICIARY

The Owner may change the Beneficiary of the death benefit by signing a Beneficiary change request satisfactory to the Company and sending it to the Home Office. The Beneficiary change will be effective as of the date it was signed by the Owner. The Company is not responsible for any payment or other action that is taken by it before receipt of the request. The Company may require that the Contract be sent to it to be endorsed to show the change.

5.2 SUCCESSION OF INTEREST OF BENEFICIARIES

The rights and benefits that a Beneficiary becomes entitled to under the Contract are shared equally among all surviving direct beneficiaries, if any, otherwise equally among all surviving contingent beneficiaries, if any. If no Beneficiary is surviving at the death of the Annuitant, the Owner or the Owner's Estate will be the Beneficiary.

5.3 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the death benefit, or to the present value of any unpaid payments under an income plan, within one year after the death of the Annuitant, or if satisfactory evidence is furnished to the Company showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

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

5.4 GENERAL

Transfer of Ownership. A transfer of ownership of itself will not change the interest of a Beneficiary.

Claims of Creditors. So far as allowed by law, no amount payable under this Contract will be subject to the claims of creditors of a Beneficiary.

5.5 NAMING AND CHANGING A CONTINGENT ANNUITANT

If the Owner is not the Annuitant, the Owner may name or change a Contingent Annuitant at any time while the Annuitant is living, and during the first 60 days after the date on which proof of death of the Annuitant is received at the Home Office. A change made during this 60 days cannot be revoked. If no one is named as Contingent Annuitant by the end of the 60 day time period, the Company will pay the death benefit to the Owner. The naming or changing of a Contingent Annuitant will be effective on receipt at the Home Office of a written request that is acceptable to the Company.

SECTION 6. OWNERSHIP

6.1 THE OWNER

The Owner is named on Page 3. All contract rights may be exercised by the Owner, the Owner's successor, or the Owner's transferee without the consent of any Beneficiary.

If the Contract has more than one Owner, contract rights may be exercised only by authorization of all Owners. Upon the death of an Owner, ownership rights of all Owners terminate if the deceased Owner was the Annuitant.

6.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this Contract. Written proof of transfer satisfactory to the Company must be received at the Home Office. The transfer will then take effect as of the date it was signed. The Company may require that the Contract be sent to it for endorsement to show the transfer. The Company will not be responsible to a transferee Owner for any payment or other action taken by the Company before receipt of the proof of transfer at the Home Office.

6.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Annuitant, the Owner may name or change a Successor Owner. Naming or changing a Successor Owner will be effective upon receipt at the Home Office of a written request for such change that is acceptable to the Company. A Successor Owner succeeds to the interests of an Owner only if the Owner was not the Annuitant at the time of the Owner's death.

6.4 COLLATERAL ASSIGNMENT

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

The interest of any Beneficiary will be subject to any collateral assignment made either before or after the Beneficiary is named.

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 6.2.

6.5 REPORT TO OWNER

At least once each Contract Year, the Company will send to the Owner a statement of the Accumulation Value and Cash Value of the Contract. For the current report period, the statement will include the Accumulation Value and Cash Value of the Contract at the beginning and ending date of the period, the amount of interest credited and any amounts withdrawn from the Contract. The statement will show the Cash Surrender Value and the Market Value Adjustment amount used to determine the Cash Surrender Value. The statement will include any other facts or information required by law or regulation.

SECTION 7. THE CONTRACT

7.1 ENTIRE CONTRACT; CHANGES

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

7.2 INCONTESTABILITY

The Company will not contest this Contract after the Issue Date. The Issue Date is shown on Page 3.

7.3 MISSTATEMENT

If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that the premium paid would have purchased at the correct age and sex. If any amounts have been overpaid by the Company due to a misstatement of age or sex, the amount of the overpayment may be deducted from payments to be made by the Company. If any amounts have been underpaid by the Company due to a misstatement of age or sex, the amount of the underpayment will be paid.

7.4 DIVIDENDS

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

When a death benefit is paid upon the death of the Annuitant before the Maturity Date, any dividend payable for the period from the beginning of the Contract Year to the date of the Annuitant's death will be paid as part of the death benefit.

Dividends may be paid in cash or used to increase the Accumulation Value of the Contract. If no direction for the use of dividends is given, they will be used to increase the Accumulation Value of the Contract. The Company may make other uses of dividends available.

It is not expected that any dividends will be paid on this Contract.

7.5 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if the Accumulation Value becomes less than the Minimum Accumulation Value shown on Page 3.

SECTION 8. PAYMENT OF CONTRACT BENEFITS

8.1 PAYMENT OF BENEFITS

All or part of the Contract benefits may be paid under one or more of the following:

- an income plan; or
- in cash.

The Company may defer payment of withdrawals or the maturity benefit for up to six months from the effective date of withdrawal or maturity. If payment is deferred for 30 days or more, interest will be paid at an annual effective interest rate in accordance with the laws of the state in which this Contract is delivered.

The provisions and rates for income plans are described in Section 9. Contract benefits may not be placed under an income plan unless the plan would provide to each Beneficiary a payment of at least the Minimum Payment Under Income Plan shown on Page 3.

8.2 DEATH BENEFIT

A Beneficiary entitled to the death benefit upon the death of an Annuitant may elect to receive the Accumulation Value under an income plan or in cash provided no income plan was elected by the Owner. The cash amount distributed will be the Accumulation Value withdrawn as of the date of death. No payment will be made until satisfactory proof of death is received at the Home Office.

SECTION 9. INCOME PLANS

9.1 INCOME PLAN ELECTIONS

For the Death Benefit. The Owner may elect an income plan for the death benefit. If the Annuitant is the Owner, and no income plan has been elected by the Owner upon the death of the Annuitant, the Beneficiary may elect an income plan for the death benefit.

For Maturity Benefits or for Withdrawal Amounts. The Owner may elect an income plan for the maturity benefit or for withdrawal amounts. The Owner will be the direct beneficiary.

Effective Date. An income plan that is elected by the Owner for the death benefit will take effect on the date of the death of the Annuitant if the election is received at the Home Office while the Annuitant is living. An income plan that is elected for the maturity benefit will take effect on the Maturity Date. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

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

Minimum Payment. The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

9.2 INCOME PLAN OFFERINGS

The Company will make available the following income plans:

- **Single Life Income.** The Company will make monthly payments for the selected period certain, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the period are:
 - a. zero years;
 - b. ten years or
 - c. 20 years.
- **Joint and Survivor Life Income.** The Company will make monthly payments for a 10-year period certain and thereafter during the joint lifetime of the two individuals upon whose lives income payments are based and continuing during the remaining lifetime of the survivor.

Limitations. A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Annuitant or, after the death of the Annuitant, on the life of the Annuitant's spouse or dependent.

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

Other Selections. The Company may offer additional income plans.

9.3 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

For Income Plans Elected By Owner. The Owner of the Contract may name and change the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the death benefit. The Owner of the Contract may name and change the contingent beneficiaries and further payees of an income plan elected for the maturity benefit or withdrawal amounts. If the Owner of the Contract elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Contract; or
- no contingent beneficiary or further payee of that share is living.

For Income Plans Elected By Beneficiary. If the Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

9.4 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

Direct Beneficiary. Amounts payable under an income plan will be payable to the direct beneficiary.

Contingent Beneficiaries. At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless requested otherwise by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency,
- receive the present value of the remaining period certain payments in one sum, or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

Further Payees. At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all Beneficiaries.

Present value will be based on the rate of interest used to determine the amount of payments.

9.5 INCOME PLAN RATES

Life Income plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates on the date that the income plan takes effect, for a single premium immediate annuity contract.

Payments under these rates will not be less than the minimum payment rates shown in the Minimum Payment Rate Tables.

The rates in the Minimum Payment Rate Tables depend on the sex and adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Contract Years that have elapsed from the Issue Date to the date that the income plan takes effect. A part of a Contract Year is counted as a full year.

CONTRACT YEARS ELAPSED	AGE ADJUSTMENT-	CONTRACT YEARS ELAPSED	AGE ADJUSTMENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

MINIMUM PAYMENT RATE TABLES
Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

*See Section 9.5

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

Agent

Address

Telephone

It is recommended that you ...

read your Contract.

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

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

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

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

Election Of Trustees

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

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Retirement benefit payable at maturity as guaranteed monthly income.

Death benefit payable before maturity.

Participating.

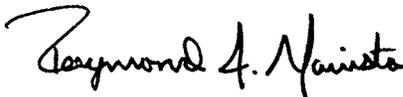
RS.SPRA.(0313)

AR



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

Signed at Milwaukee, Wisconsin on the Issue Date.

	
Chief Executive Officer	Secretary

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Retirement benefit payable at maturity as guaranteed monthly income.

Death benefit payable before maturity.

Participating.

This Contract contains a Market Value Adjustment provision. If all or a portion of the Accumulation Value is withdrawn, the amount payable may be adjusted upward or downward based on a Market Value Adjustment formula in addition to any applicable Withdrawal Charge.

Right To Return Contract -- Please read this Contract carefully. The Owner may return the Contract for any reason within ten days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be considered cancelled and the Company will refund the Purchase Payment.

RS.SPRA.5.(0313)



CONTRACT NUMBER	00 000 000
PRIMARY ANNUITANT	John J. Doe
ISSUE DATE	April 1, 2013

RS.SPRA.5.(0313)

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CONTRACT INFORMATION

CONTRACT NUMBER ¹[00 000 000]

PLAN Single Premium Retirement Annuity

TAX REPORTING CATEGORY ²[Personal Annuity]

PRIMARY ANNUITANT ³[John J. Doe]
AGE AND SEX ⁴[35 Male]
OWNER ⁵[John J. Doe, the Annuitant]

ISSUE DATE ⁶[April 1, 2013]
CONTRACT ANNIVERSARY ⁷[April 1, 2014 and each April 1 thereafter]
MATURITY DATE ⁸[April 1, 2076]

DIRECT BENEFICIARY ⁹[Jane K. Doe, Wife of the Annuitant]

CONTINGENT BENEFICIARY ¹⁰[John J. Doe, Jr., Son of the Annuitant]

PURCHASE PAYMENT ¹¹[\$50,000.00]

GUARANTEED MONTHLY INCOME
AT MATURITY ¹²[\$753.38]

THE DECLARED ANNUAL EFFECTIVE INTEREST RATE IS ¹³[0.75%] EFFECTIVE UNTIL
THE END OF THE INITIAL GUARANTEED PERIOD ON ¹⁴[April 1, 2018].

THE MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE IS 0.50%.

THE NONFORFEITURE RATE FOR THE INITIAL GUARANTEED PERIOD IS ¹⁵[3.00%].
SEE DEFINITION OF NONFORFEITURE RATE (SECTION 1) FOR FORMULA TO CALCULATE
THE NONFORFEITURE RATE FOR SUBSEQUENT GUARANTEED PERIODS. THE DECLARED
ANNUAL EFFECTIVE INTEREST RATE MAY BE LESS THAN THE NONFORFEITURE RATE.

MINIMUM ACCUMULATION VALUE (see Sections 3.1 and 7.6): \$2,000

MINIMUM PAYMENT UNDER INCOME PLAN (see Section 8.1): \$50

CONTINUED ON PAGE 3-1

CONTINUED FROM PAGE 3

WITHDRAWAL CHARGE SCHEDULE: (see Section 3.2)

The Withdrawal Charge during the initial Guaranteed Period is a percentage of the Purchase Payment. The Withdrawal Charge percentage will be 7% for the first two Contract Years, and will decrease by 1% on each subsequent contract anniversary until the end of the initial Guaranteed Period.

Withdrawal Charges applicable during initial Guaranteed Period:

Contract Year	Withdrawal Charge Percentage
One	7%
Two	7%
Three	6%
Four	5%
Five	4%

The Withdrawal Charge during a subsequent Guaranteed Period is a percentage of the Accumulation Value at the beginning of that Guaranteed Period. In the first year of a subsequent Guaranteed Period the Withdrawal Charge Percentage is equal to the number of years of that Guaranteed Period, and will decrease by 1% on each subsequent contract anniversary until the end of that Guaranteed Period.

Withdrawal Charges applicable during a subsequent Guaranteed Period:

Contract Years Remaining in Subsequent Guaranteed Period (A part of a year is Counted as a full year.)	Withdrawal Charge Percentage
Five	5%
Four	4%
Three	3%
Two	2%
One	1%

Within the first 30 days following the expiration of any Guaranteed Period, withdrawals can be made with no Withdrawal Charge. Following the death of the Annuitant, withdrawals can be made with no Withdrawal Charge for the remainder of the Guaranteed Period during which the death occurred.

TABLE OF GUARANTEED VALUES

THIS TABLE SHOWS MINIMUM GUARANTEED VALUES BASED ON THE PURCHASE PAYMENT OF ¹⁶[\$50,000.00] MADE AT THE TIME OF ISSUE. THE VALUES ARE BASED ON THE ASSUMPTION THAT NO PARTIAL WITHDRAWALS ARE MADE FROM THE CONTRACT.

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END OF CONTRACT YEAR	April 1,	ACCUMULATION VALUE	GUARANTEED CASH VALUE
1	2014	\$ 50,250	\$ 46,750
2	2015	50,501	47,001
3	2016	50,753	47,753
4	2017	51,007	48,507
5	2018	51,262	49,262
6	2019	51,518	49,018
7	2020	51,776	49,776
8	2021	52,035	50,535
9	2022	52,295	51,295
10	2023	52,557	52,057
11	2024	52,819	50,319
12	2025	53,083	51,083
13	2026	53,349	51,849
14	2027	53,616	52,616
15	2028	53,884	53,384
16	2029	54,153	51,653
17	2030	54,424	52,424
18	2031	54,696	53,196
19	2032	54,969	53,969
20	2033	55,244	54,744
AGE 60	2038	56,639	56,139
AGE 65	2043	58,070	58,968
AT MATURITY	2076	68,459	81,888

THE ACCUMULATION VALUES IN THIS TABLE ARE BASED ON THE MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE OF 0.50%. HIGHER DECLARED ANNUAL EFFECTIVE INTEREST RATES WOULD INCREASE ACTUAL ACCUMULATION VALUES.

THE GUARANTEED CASH VALUES IN THIS TABLE ASSUME THAT THE NONFORFEITURE RATE EQUALS ¹⁸[1.00%] FOR ALL GUARANTEED PERIODS. HIGHER NONFORFEITURE RATES WOULD INCREASE GUARANTEED CASH VALUES.

SECTION 1. GENERAL TERMS AND DEFINITIONS

ACCUMULATION VALUE. The Accumulation Value is the Purchase Payment plus dividends retained in the Contract, if any, plus credited interest, less all amounts withdrawn from the Contract.

ANNUITANT. The Primary Annuitant and, upon the death of the Primary Annuitant, the Contingent Annuitant.

BENEFICIARY. The term "Beneficiary" as used in this Contract includes direct beneficiaries, contingent beneficiaries and further payees.

CASH VALUE. The Accumulation Value increased or decreased by any Market Value Adjustment, less any Withdrawal Charge, but never less than the Guaranteed Cash Value.

COMPANY. The Northwestern Mutual Life Insurance Company.

CONTINGENT ANNUITANT. The person who becomes the Annuitant upon the death of an Annuitant.

CONTRACT YEAR. The first Contract Year is the period of time ending on the first contract anniversary. Subsequent Contract Years are the annual periods between contract anniversaries.

GUARANTEED CASH VALUE. The Guaranteed Cash Value equals the greater of (a) the Accumulation Value based on the minimum guaranteed annual effective interest rate shown on Page 3, less any Withdrawal Charge, or (b) 87.50% of the Purchase Payment accumulated at the Nonforfeiture Rate since the Issue Date minus any amounts withdrawn accumulated at the Nonforfeiture Rate since the date of withdrawal.

GUARANTEED PERIOD. The initial period or a subsequent period for which the Company has declared an annual effective interest rate. A subsequent Guaranteed Period may be elected by the Owner from among the durations offered by the Company. A Guaranteed Period will not extend beyond the Maturity Date.

HOME OFFICE. The office of The Northwestern Mutual Life Insurance Company located at 720 East Wisconsin Avenue, Milwaukee, WI 53202.

ISSUE DATE. The date this Contract is issued and becomes effective.

LIFE INCOME PLANS. An optional mode of settlement in which the annuity value is paid out in a series of payments based on the lives of either one or two individuals. If payments are based on the life of one individual, the plan is a Single Life Income plan and if it is based on the lives of two individuals, the plan is a Joint Life Income plan.

MARKET VALUE ADJUSTMENT. An adjustment that is charged or credited by the Company if all or a portion of the Accumulation Value is withdrawn.

MATURITY DATE. The date upon which contract benefits will become payable.

NONFORFEITURE RATE. For each Guaranteed Period, the Nonforfeiture Rate is equal to the lesser of (a) 3.00% or (b) the five-year Constant Maturity Treasury Rate reported by the Federal Reserve for the second-to-last business day of the month preceding the start of the Guaranteed Period, rounded to the nearest .05%, minus 1.25%, but not less than the minimum Nonforfeiture Rate required by law as of the Issue Date. For the purpose of determining the Nonforfeiture Rate, a business day is any day that the Federal Reserve reports interest rates.

OWNER. The person possessing the ownership rights stated in this Contract.

PRIMARY ANNUITANT. The person upon whose life this Contract is initially issued.

PURCHASE PAYMENT. The payment made by or on behalf of the Owner with respect to this Contract.

SUCCESSOR OWNER. The person designated to become the Owner upon the death of the Owner, provided the Owner was not the Annuitant at the time of the Owner's death.

WITHDRAWAL CHARGE. A deduction that is made from the maturity benefit and withdrawal amounts.

WITHDRAWAL CHARGE FREE AMOUNT. The amount of interest credited in the year ending on the date of withdrawal and not previously withdrawn. This amount can be withdrawn without a Withdrawal Charge.

SECTION 2. CONTRACT VALUES

2.1 ACCUMULATION VALUE

The Accumulation Value for the Contract will be the Purchase Payment plus dividends retained in the Contract, if any, plus credited interest, less all amounts withdrawn from the Contract.

Interest is credited from the date the Purchase Payment is received at the Home Office. The declared annual effective interest rate during the initial Guaranteed Period is shown on Page 3. For each subsequent Guaranteed Period, the declared annual effective interest rate will be the rate then in effect as declared by the Company and will remain in effect for the duration of that Guaranteed Period. The Company will not declare a rate that would cause the Accumulation Value to be less than the Guaranteed Cash Value. The Company will not declare a rate less than the minimum guaranteed annual effective interest rate shown on Page 3.

The Company does not make available Guaranteed Periods of less than one year in duration.

2.2 CASH VALUE

The Cash Value for the Contract will be the Accumulation Value increased or decreased by any Market Value Adjustment (see Section 3.3), less any Withdrawal Charge (see Section 3.2), but never less than the Guaranteed Cash Value. During the first 30 days following the expiration of a Guaranteed Period, the Cash Value will be the Accumulation Value. The Cash Value will not be less than the minimum amount required by the state in which this Contract is delivered.

2.3 MATURITY VALUE

The maturity value will be the Accumulation Value for the Contract as of the Maturity Date shown on Page 3.

2.4 TABLE OF GUARANTEED VALUES

The Accumulation Values and Guaranteed Cash Values shown on Page 4 are as of the end of the Contract Years indicated and assume that no partial withdrawals have been made. Accumulation Values may be higher due to higher declared annual effective interest rates credited by the Company or lower due to withdrawals. Guaranteed Cash Values may be higher due to Nonforfeiture Rates in excess of the minimum Nonforfeiture Rate required by law as of the Issue Date or lower due to withdrawals.

A list of values for Contract Years not shown on Page 4 will be furnished on request. All values are at least as great as those required by the state in which this Contract is delivered.

2.5 GUARANTEED MONTHLY INCOME

The Guaranteed Monthly Income shown on Page 3 is based on settlement of the Contract at maturity for the Accumulation Value at maturity shown on Page 4. The Guaranteed Monthly Income further assumes settlement under a Single Life Income plan with a period certain of 10 years based on the life of the Primary Annuitant. The income plan rates are shown in the Minimum Payment Rate Tables in Section 9 of this Contract.

The actual amount of monthly income will depend on:

- the income plan elected by the Owner, or if applicable, the Beneficiary;
- the Cash Value of the Contract on the date the monthly income is calculated; and
- the applicable income plan rate then in effect but not less than the applicable income plan rate in the Minimum Payment Rate Tables in Section 9.

2.6 RENEWAL OF GUARANTEED PERIOD

Upon the expiration of a Guaranteed Period, the Company will notify the Owner of the available renewal options. During the 30 day period following the expiration of a Guaranteed Period, the Owner may elect in writing a new Guaranteed Period from the renewal durations then being offered by the Company.

If the Owner makes no election within the 30 days following the expiration of a Guaranteed Period, the Company will automatically apply the Accumulation Value to a new Guaranteed Period of a duration equal to the shortest Guaranteed Period then being offered.

The new Guaranteed Period will be effective beginning on the first day following the expiration of the prior Guaranteed Period. The Accumulation Value at the start of the new Guaranteed Period will equal the Accumulation Value at the end of the prior Guaranteed Period.

SECTION 3. WITHDRAWALS, WITHDRAWAL CHARGES AND MARKET VALUE ADJUSTMENT

3.1 WITHDRAWALS

Before the Maturity Date the Owner may request the withdrawal of all or a portion of the Accumulation Value of the Contract. The Owner will receive the Cash Value of the amount withdrawn. The Company may require that the Minimum Accumulation Value shown on Page 3 remain after a partial withdrawal. Withdrawal of the entire value of the Contract constitutes a full surrender of the Contract. The Cash Value of the amount withdrawn will be determined as of the date the withdrawal is effective. The effective date of a withdrawal is the date of receipt of the withdrawal request at the Home Office.

A withdrawal during the initial Guaranteed Period will be taken from the Contract in the following order:

- first, from the Withdrawal Charge Free Amount;
- next, from the Purchase Payment; and
- last, from any interest credited in prior years.

A withdrawal during a subsequent Guaranteed Period will be taken from the Contract in the following order:

- first, from the Withdrawal Charge Free Amount;
- next, from the Accumulation Value as of the beginning of that Guaranteed Period; and
- last, from any interest credited in prior years of that Guaranteed Period.

3.2 WITHDRAWAL CHARGES

During the initial Guaranteed Period, a Withdrawal Charge will be applied to the amount withdrawn from the Purchase Payment. During subsequent Guaranteed Periods, a Withdrawal Charge will be applied to the amount withdrawn from the Accumulation Value as of the beginning of that Guaranteed Period.

Within the first 30 days following the expiration of any Guaranteed Period, withdrawals can be made with no Withdrawal Charge. Following the death of the Annuitant, withdrawals can be made with no Withdrawal Charge for the remainder of the Guaranteed Period during which the death occurred.

The Withdrawal Charge Schedule is shown on Page 3.

3.3 MARKET VALUE ADJUSTMENT

A Market Value Adjustment will be charged or credited by the Company if all or a portion of the Accumulation Value is withdrawn. However, a Market Value Adjustment will not be made if:

- the withdrawal is within 30 days after the beginning of a new Guaranteed Period; or
- the withdrawal is due to Death of the Annuitant or Maturity of the Contract.

The Market Value Adjustment will equal:

$$A \times \left[\frac{(1 + B)^n}{(1 + C)^n} - 1 \right] \text{ where:}$$

A = the excess, if any, of the Accumulation Value being withdrawn over the Withdrawal Charge Free Amount;

B = the declared annual effective interest rate for the current Guaranteed Period;

C = the annual effective interest rate that the Company would declare for a Guaranteed Period beginning at the time of the withdrawal with the shortest available duration at least as long as the time remaining in the current Guaranteed Period; and

n = the number of years, including fractional years, remaining in the current Guaranteed Period.

The Market Value Adjustment will not increase or decrease values by more than the lesser of:

- the excess, if any, of the amount of interest credited at the declared rates of interest from the Issue Date over the amount of interest that would have been credited if the declared rate had equaled the Non-forfeiture Rate during each Guaranteed Period; or
- 12.5% of the Accumulation Value.

SECTION 4. BENEFITS

4.1 MATURITY BENEFIT

The maturity value is payable if the Annuitant is living on the Maturity Date. The Owner may elect to receive the maturity value in cash or under an income plan (see Section 9) chosen by the Owner. If the Company receives no such election prior to the Maturity Date, the maturity value will be paid under a Single Life Income plan, with payments certain for ten years, and based on the life of the Annuitant, as described in Section 9.2.

4.2 DEATH BENEFIT IF ANNUITANT IS AN OWNER

If the Annuitant is an Owner, the Beneficiary becomes entitled to the death benefit upon the death of the Annuitant before the Maturity Date. The death benefit will be the Accumulation Value of the Contract as of the date of the death of the Annuitant less any amounts withdrawn after that date. The Company is not responsible for any payment or other action that is taken by it before receiving notice of the death of the Annuitant.

Unless an income plan was elected by the Owner, the Beneficiary automatically becomes the Owner and Annuitant of the Contract. However, if the Beneficiary is not a natural person and no income plan was elected by the Owner, the Beneficiary may select a natural person to be the Annuitant. If a natural person is not selected to be the Annuitant within 60 days of the date on which proof of death of the Annuitant is received at the Home Office, the Accumulation Value will be distributed to the Beneficiary.

4.3 DEATH BENEFIT IF ANNUITANT IS NOT AN OWNER

If the Annuitant is not an Owner, upon the death of the Annuitant the Contract continues with the Contingent Annuitant (Section 5.5) as the new Annuitant unless the Owner elects to receive the death benefit. The death benefit will be the Accumulation Value of the Contract as of the date of the death of the Annuitant less any amounts withdrawn after that date.

SECTION 5. BENEFICIARIES AND CONTINGENT ANNUITANTS

5.1 CHANGING THE BENEFICIARY

The Owner may change the Beneficiary of the death benefit by signing a Beneficiary change request satisfactory to the Company and sending it to the Home Office. The Beneficiary change will be effective as of the date it was signed by the Owner. The Company is not responsible for any payment or other action that is taken by it before receipt of the request. The Company may require that the Contract be sent to it to be endorsed to show the change.

5.2 SUCCESSION OF INTEREST OF BENEFICIARIES

The rights and benefits that a Beneficiary becomes entitled to under the Contract are shared equally among all surviving direct beneficiaries, if any, otherwise equally among all surviving contingent beneficiaries, if any. If no Beneficiary is surviving at the death of the Annuitant, the Owner or the Owner's Estate will be the Beneficiary.

5.3 TRUSTEE AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the death benefit, or to the present value of any unpaid payments under an income plan, within one year after the death of the Annuitant, or if satisfactory evidence is furnished to the Company showing that no trustee can qualify to receive payment, payment will be made as though the trustee had not been named.

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

5.4 GENERAL

Transfer of Ownership. A transfer of ownership of itself will not change the interest of a Beneficiary.

Claims of Creditors. So far as allowed by law, no amount payable under this Contract will be subject to the claims of creditors of a Beneficiary.

5.5 NAMING AND CHANGING A CONTINGENT ANNUITANT

If the Owner is not the Annuitant, the Owner may name or change a Contingent Annuitant at any time while the Annuitant is living, and during the first 60 days after the date on which proof of death of the Annuitant is received at the Home Office. A change made during this 60 days cannot be revoked. If no one is named as Contingent Annuitant by the end of the 60 day time period, the Company will pay the death benefit to the Owner. The naming or changing of a Contingent Annuitant will be effective on receipt at the Home Office of a written request that is acceptable to the Company.

SECTION 6. OWNERSHIP

6.1 THE OWNER

The Owner is named on Page 3. All contract rights may be exercised by the Owner, the Owner's successor, or the Owner's transferee without the consent of any Beneficiary.

If the Contract has more than one Owner, contract rights may be exercised only by authorization of all Owners. Upon the death of an Owner, ownership rights of all Owners terminate if the deceased Owner was the Annuitant.

6.2 TRANSFER OF OWNERSHIP

The Owner may transfer the ownership of this Contract. Written proof of transfer satisfactory to the Company must be received at the Home Office. The transfer will then take effect as of the date it was signed. The Company may require that the Contract be sent to it for endorsement to show the transfer. The Company will not be responsible to a transferee Owner for any payment or other action taken by the Company before receipt of the proof of transfer at the Home Office.

6.3 NAMING AND CHANGING A SUCCESSOR OWNER

If the Owner is not the Annuitant, the Owner may name or change a Successor Owner. Naming or changing a Successor Owner will be effective upon receipt at the Home Office of a written request for such change that is acceptable to the Company. A Successor Owner succeeds to the interests of an Owner only if the Owner was not the Annuitant at the time of the Owner's death.

6.4 COLLATERAL ASSIGNMENT

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

The interest of any Beneficiary will be subject to any collateral assignment made either before or after the Beneficiary is named. A collateral assignee is not an Owner.

A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 6.2.

6.5 REPORT TO OWNER

At least once each Contract Year, the Company will send to the Owner a statement of the Accumulation Value and Cash Value of the Contract. For the current report period, the statement will include the Accumulation Value and Cash Value of the Contract at the beginning and ending date of the period, the amount of interest credited and any amounts withdrawn from the Contract. The statement will show the Cash Surrender Value and the Market Value Adjustment amount used to determine the Cash Surrender Value. The statement will include any other facts or information required by law or regulation.

SECTION 7. THE CONTRACT

7.1 ENTIRE CONTRACT; CHANGES

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

7.2 INCONTESTABILITY

The Company will not contest this Contract after the Issue Date. The Issue Date is shown on Page 3.

7.3 MISSTATEMENT

If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that the premium paid would have purchased at the correct age and sex. If any amounts have been overpaid by the Company due to a misstatement of age or sex, the amount of the overpayment may be deducted from payments to be made by the Company. If any amounts have been underpaid by the Company due to a misstatement of age or sex, the amount of the underpayment will be paid.

7.4 DIVIDENDS

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

When a death benefit is paid upon the death of the Annuitant before the Maturity Date, any dividend payable for the period from the beginning of the Contract Year to the date of the Annuitant's death will be paid as part of the death benefit.

Dividends may be paid in cash or used to increase the Accumulation Value of the Contract. If no direction for the use of dividends is given, they will be used to increase the Accumulation Value of the Contract. The Company may make other uses of dividends available.

It is not expected that any dividends will be paid on this Contract.

7.5 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if the Accumulation Value becomes less than the Minimum Accumulation Value shown on Page 3.

SECTION 8. PAYMENT OF CONTRACT BENEFITS

8.1 PAYMENT OF BENEFITS

All or part of the Contract benefits may be paid under one or more of the following:

- an income plan; or
- in cash.

The Company may defer payment of withdrawals or the maturity benefit for up to six months from the effective date of withdrawal or maturity. If payment is deferred for 30 days or more, interest will be paid at an annual effective interest rate in accordance with the laws of the state in which this Contract is delivered.

The provisions and rates for income plans are described in Section 9. Contract benefits may not be placed under an income plan unless the plan would provide to each Beneficiary a payment of at least the Minimum Payment Under Income Plan shown on Page 3.

8.2 DEATH BENEFIT

A Beneficiary entitled to the death benefit upon the death of an Annuitant may elect to receive the Accumulation Value under an income plan or in cash provided no income plan was elected by the Owner. The cash amount distributed will be the Accumulation Value withdrawn as of the date of death. No payment will be made until satisfactory proof of death is received at the Home Office.

SECTION 9. INCOME PLANS

9.1 INCOME PLAN ELECTIONS

For the Death Benefit. The Owner may elect an income plan for the death benefit. If the Annuitant is the Owner, and no income plan has been elected by the Owner upon the death of the Annuitant, the Beneficiary may elect an income plan for the death benefit.

For Maturity Benefits or for Withdrawal Amounts. The Owner may elect an income plan for the maturity benefit or for withdrawal amounts. The Owner will be the direct beneficiary.

Effective Date. An income plan that is elected by the Owner for the death benefit will take effect on the date of the death of the Annuitant if the election is received at the Home Office while the Annuitant is living. An income plan that is elected for the maturity benefit will take effect on the Maturity Date. In all other situations, an income plan that is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

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

Minimum Payment. The Company may limit the election of an income plan to one that results in payments of at least \$50. If payments under an income plan are or become less than \$50, the Company may change the frequency of payments. If the payments are being made once every 12 months and are less than \$50, the Company may pay the present value or the balance of the income plan.

9.2 INCOME PLAN OFFERINGS

The Company will make available the following income plans:

- **Single Life Income.** The Company will make monthly payments for the selected period certain, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the period are:
 - a. zero years;
 - b. ten years or
 - c. 20 years.
- **Joint and Survivor Life Income.** The Company will make monthly payments for a 10-year period certain and thereafter during the joint lifetime of the two individuals upon whose lives income payments are based and continuing during the remaining lifetime of the survivor.

Limitations. A Beneficiary who is a natural person may be paid under a Life Income Plan only if the payments depend on his or her life. A Beneficiary who is a non-natural person may be paid under a Life Income Plan only if the payments depend on the life of the Annuitant or, after the death of the Annuitant, on the life of the Annuitant's spouse or dependent.

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

Other Selections. The Company may offer additional income plans.

9.3 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

For Income Plans Elected By Owner. The Owner of the Contract may name and change the direct beneficiaries, contingent beneficiaries, and further payees of an income plan elected for the death benefit. The Owner of the Contract may name and change the contingent beneficiaries and further payees of an income plan elected for the maturity benefit or withdrawal amounts. If the Owner of the Contract elected an income plan, a Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits only if:

- the Beneficiary was the Owner of the Contract; or
- no contingent beneficiary or further payee of that share is living.

For Income Plans Elected By Beneficiary. If the Beneficiary elected the income plan, the Beneficiary may name and change any contingent beneficiaries and further payees of the Beneficiary's share of the benefits.

9.4 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

Direct Beneficiary. Amounts payable under an income plan will be payable to the direct beneficiary.

Contingent Beneficiaries. At the death of the direct beneficiary, amounts payable under an income plan will be payable in equal shares to the contingent beneficiaries who survive and receive payment. Unless requested otherwise by the Owner, the contingent beneficiaries can elect to:

- continue to receive the remaining period certain payments at the selected frequency,
- receive the present value of the remaining period certain payments in one sum, or
- apply the present value of the remaining period certain payments to a new Life Income Plan.

Further Payees. At the death of all direct and contingent beneficiaries, the present value of any unpaid payments under an income plan will be paid in one sum:

- in equal shares to the further payees who survive and receive payment; or
- if no further payees survive and receive payment, to the estate of the last to die of all Beneficiaries.

Present value will be based on the rate of interest used to determine the amount of payments.

9.5 INCOME PLAN RATES

Life Income Plan payments will be based on rates declared by the Company. These rates will provide at least as much income as would the Company's rates on the date that the income plan takes effect, for a single premium immediate annuity contract.

Payments under these rates will not be less than the minimum payment rates shown in the Minimum Payment Rate Tables.

The rates in the Minimum Payment Rate Tables depend on the sex and adjusted age of each person on whose life the payments are based. The adjusted age is:

- the age on the birthday that is nearest to the date on which the income plan takes effect; plus
- the age adjustment shown below for the number of Contract Years that have elapsed from the Issue Date to the date that the income plan takes effect. A part of a Contract Year is counted as a full year.

CONTRACT YEARS ELAPSED	AGE ADJUSTMENT-	CONTRACT YEARS ELAPSED	AGE ADJUSTMENT
1 to 12	0	37 to 48	-3
13 to 24	-1	49 to 60	-4
25 to 36	-2	61 or more	-5

MINIMUM PAYMENT RATE TABLES
Minimum Monthly Income Payments per \$1,000 of Proceeds

SINGLE LIFE INCOME PLAN

SINGLE LIFE MONTHLY PAYMENTS							
MALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)			FEMALE ADJUSTED AGE*	CHOSEN PERIOD (YEARS)		
	ZERO	10	20		ZERO	10	20
55	\$ 2.78	\$ 2.76	\$ 2.70	55	\$ 2.67	\$ 2.66	\$ 2.61
56	2.85	2.83	2.76	56	2.73	2.72	2.67
57	2.92	2.90	2.82	57	2.80	2.79	2.73
58	3.00	2.98	2.89	58	2.88	2.86	2.80
59	3.09	3.06	2.96	59	2.96	2.94	2.86
60	3.18	3.15	3.03	60	3.04	3.02	2.93
61	3.28	3.24	3.10	61	3.13	3.10	3.00
62	3.38	3.33	3.18	62	3.22	3.19	3.07
63	3.48	3.43	3.26	63	3.32	3.28	3.15
64	3.60	3.54	3.34	64	3.42	3.38	3.23
65	3.72	3.65	3.42	65	3.53	3.49	3.31
66	3.85	3.77	3.50	66	3.65	3.60	3.39
67	3.99	3.90	3.58	67	3.78	3.71	3.47
68	4.14	4.04	3.66	68	3.91	3.84	3.55
69	4.31	4.18	3.74	69	4.06	3.97	3.63
70	4.48	4.34	3.82	70	4.22	4.11	3.71
71	4.68	4.50	3.90	71	4.39	4.26	3.79
72	4.88	4.67	3.97	72	4.57	4.42	3.86
73	5.11	4.85	4.03	73	4.77	4.59	3.93
74	5.35	5.04	4.09	74	4.98	4.77	4.00
75	5.62	5.24	4.15	75	5.22	4.96	4.06
76	5.91	5.45	4.19	76	5.48	5.16	4.11
77	6.23	5.67	4.23	77	5.76	5.36	4.16
78	6.58	5.89	4.26	78	6.07	5.57	4.21
79	6.95	6.11	4.29	79	6.41	5.78	4.24
80	7.37	6.33	4.31	80	6.78	6.00	4.27
81	7.83	6.56	4.33	81	7.20	6.22	4.30
82	8.32	6.77	4.34	82	7.65	6.43	4.32
83	8.87	6.98	4.35	83	8.15	6.64	4.33
84	9.47	7.17	4.35	84	8.69	6.85	4.34
85 and over	10.13	7.36	4.36	85 and over	9.29	7.04	4.35

JOINT AND SURVIVOR LIFE INCOME PLAN

JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain)							
MALE ADJUSTED AGE*	FEMALE ADJUSTED AGE*						
	55	60	65	70	75	80	85 and over
55	\$ 2.37	\$ 2.50	\$ 2.59	\$ 2.66	\$ 2.70	\$ 2.73	\$ 2.75
60	2.48	2.66	2.82	2.95	3.04	3.09	3.13
65	2.55	2.79	3.04	3.26	3.43	3.55	3.61
70	2.59	2.89	3.22	3.56	3.87	4.10	4.24
75	2.62	2.95	3.35	3.81	4.29	4.72	5.02
80	2.64	2.99	3.42	3.97	4.63	5.30	5.85
85 and over	2.65	3.01	3.46	4.06	4.84	5.71	6.52

*See Section 9.5

The amount of the payment for any other combination of ages will be furnished by the Company on request.

Monthly payment rates are based on 1.00% interest and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

Agent

Address

Telephone

It is recommended that you ...

read your Contract.

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

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

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

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

Election of Trustees

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

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Retirement benefit payable at maturity as guaranteed monthly income.

Death Benefit payable before maturity.

Participating.

RS.SPRA.5.(0313)

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