

State: Arkansas **Filing Company:** Minnesota Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: MultiOption Guide Variable Annuity
Project Name/Number: 2012 Variable Annuity Forms/12-70232

Filing at a Glance

Company: Minnesota Life Insurance Company
Product Name: MultiOption Guide Variable Annuity
State: Arkansas
TOI: A03I Individual Annuities - Deferred Variable
Sub-TOI: A03I.002 Flexible Premium
Filing Type: Form
Date Submitted: 08/06/2012
SERFF Tr Num: MNNL-128586609
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: 12-70232

Implementation: 11/01/2012
Date Requested:
Author(s): Angela Acker-Fisher, Monica Ramstad
Reviewer(s): Linda Bird (primary)
Disposition Date: 08/15/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Minnesota Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: MultiOption Guide Variable Annuity
Project Name/Number: 2012 Variable Annuity Forms/12-70232

General Information

Project Name: 2012 Variable Annuity Forms
Project Number: 12-70232
Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments: Our domiciliary state of Minnesota was submitted with the Interstate Compact under SERFF Tracking Number, MNNL-128468344, and is pending review at this time.

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:

Market Type: Individual
Individual Market Type:
Filing Status Changed: 08/15/2012
State Status Changed: 08/15/2012
Created By: Angela Acker-Fisher
Corresponding Filing Tracking Number:

Deemer Date:
Submitted By: Monica Ramstad

Filing Description:
NAIC Number 66168
NAIC Group Number 869
FEIN Number 41-0417830

RE: Individual Variable Annuity Forms Submission
12-70232 MultiOption Guide B Series Flexible Payment Deferred Variable Annuity Contract
12-70233 MultiOption Guide L Series Flexible Payment Deferred Variable Annuity Contract
12-70234 Highest Anniversary Value II Death Benefit Rider- Guide Series
12-70235 Premier II Death Benefit Rider-Guide Series
12-70236 Estate Enhancement Benefit II Death Benefit Rider
12-70237 MultiOption Annuities Individual Variable Annuity Application
12-70238 Premier II Death Benefit Rider
12-70239 Highest Anniversary Value II Death Benefit Rider
12-70240 Appendix A Fixed Payout Rates Sex-Distinct
12-70241 Appendix A Fixed Payout Rates Unisex
12-70242 Appendix B Variable Payout Rates Sex-Distinct
12-70243 Appendix B Variable Payout Rates Unisex

The above forms are enclosed for your review and approval. They are new, and are not intended to replace any other forms.

We intend to market these forms on a face-to-face basis with the assistance of licensed Minnesota Life agents and non-affiliated representatives.

Contracts

Forms 12-70232 and 12-70233 are Flexible Payment Deferred Variable Annuity contracts with Guaranteed Interest Accounts and variable investment options.

The two contracts are the same except for the deferred sales charge and mortality and expense risk charge. The deferred

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sales charge percentage is applied separately for each purchase payment, and grades down from 8% to zero after the seventh year for the B Series contract and after the fourth year for the L Series contract. This charge is waived after the first contract anniversary if the withdrawal is during a qualifying confinement in a hospital or medical care facility, or for the terminal condition of the owner or joint owner. Amounts annuitized and amounts paid as a death benefit are not subject to a deferred sales charge. The mortality expense risk charge is 1.35% for the B Series and 1.70% for the L Series contract.

The Guaranteed Interest Account options in these contracts include a Dollar Cost Averaging "DCA" Fixed Account that may be used in the accumulation phase of the contract to transfer to the Variable Account via dollar cost averaging over not more than 12 months and a Fixed Account, which is available for the fixed dollar annuity payments.

Interest on the DCA Fixed Account, and the Fixed Account will be credited at a minimum of 1%. There is an annual maintenance fee of \$50 applied at each contract anniversary and at surrender if the greater of the contract value, or the sum of all purchase payments less withdrawals, is less than \$50,000 at the end of the contract year. This fee is assessed against the Variable Account options.

The minimum issue age for these contracts is zero. The maximum issue age is 85. The minimum purchase payment amount is \$10,000. Additional purchase payments must be at least \$500 (\$100 for Automatic Payment Plans). The cumulative maximum purchase payment is \$1,000,000 of total contributions. These purchase payment limitations have been bracketed. Please see the Statement of Variability for range information.

The separate accounts underlying this filing comply with or have been authorized by our state of domicile (Minnesota), including commissioner approval, if required.

Application

We intend to use Application form 12-70237 with the attached contract forms 12-70232 and 12-70233. We also intend to use it with our Individual Deferred Variable Annuity form 11-70203, approved under SERFF Submission Number MNNL-127031084.

We have bracketed some sections of the Application. A statement of Variability can be found on the Supporting Documentation Tab. The Statement of Variability states that we wish to be able to change the instructions down the left margin in the event that our administrative procedures change. An example would be if we changed our minimum purchase payment to \$5,000, we would want to change it in the instructions for #11, or if we maximum issue age for the riders changes, we would want to change the instructions in #7. These instructions are intended to be editorial and for the benefit of the representative, with the goal of submitting applications that are in good order.

The Application will be used in both paper and electronic format. For electronic formats, the information is recorded electronically and then populated into the filed and approved application form. Upon completion, the application is printed out for wet signatures and faxed to the home office.

Appendix Forms

Attached are our Annuity Payout Rates forms 12-70240, 12-70241, 12-70242 and 12-70243. These forms are for sex-distinct fixed annuity payout rates, unisex fixed annuity payout rates, sex-distinct variable annuity payout rates and unisex variable annuity payout rates, respectively. The rates for the fixed payout rates are guaranteed at 1%. These forms are for use with the two attached contract forms 12-70232 and 12-70233 and for general use with similar contract forms we may file in the future. Each contract will be issued with one form for fixed annuity payout rates, and one for variable annuity payout rates. The use of the unisex or sex-distinct version of these forms depends on state requirements and the plan type.

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Riders for Guide Series Contracts

Forms 12-70234, 12-70235 and 12-70236 are three optional death benefit riders which are submitted for use with the Guide B Series and Guide L Series contracts and future applicable contracts. These riders are only available at issue and may not be cancelled. The charge for the Highest Anniversary II rider is 0.30% of the death benefit, taken quarterly from the variable sub-accounts. The charge for the Premier II rider is 0.80% of the death benefit taken quarterly from the variable sub-accounts. The charge for the Estate Enhancement Benefit II rider is 0.25% applied to the fixed interest rate and variable unit values. The maximum issue age is 75 for the oldest owner. The Premier II and Highest Anniversary II death benefit riders provide for additional death benefits that may exceed the contract value. The Estate Enhancement Benefit will be available with all our variable annuity contracts and pays a percentage of earnings in the contract.

Riders for Existing Approved Contracts

Forms 12-70238 and 12-70239 are two optional death benefit riders submitted for use with previously approved contract forms 03-70113 and 11-70203. These riders are basically the same as 12-70234 and 12-70235 except that they have been tailored to better fit the existing death benefit language in these older contracts. Form 03-70113 was previously approved on April 7, 2004 under SERFF Tracking Number USPH-5XBSCR717/00-00/00-00/00. Form 11-70203 was previously approved on March 28, 2011 under SERFF Tracking Number MNNL-127031084.

We have not supplied a Flesch score for these forms as they are subject to review by the federal jurisdiction of the Securities and Exchange Commission and are therefore exempt.

We hereby certify that any change or modification to a variable item outside stated ranges will be administered in accordance with the requirements in the Variability of Information section, including any requirements for prior approval of a change or modification.

The enclosed forms are submitted in final print and are subject to only minor modification in paper stock size, ink, border, Company logo, and adaptation to electronic media or computer printing.

Thank you for your time in reviewing these forms. If you have any questions, please feel free to contact me at the telephone number or email address given below.

Monica Ramstad
Senior Product Compliance Analyst
Minnesota Life Insurance Company
651-665-4838
Monica.ramstad@securian.com

Company and Contact

Filing Contact Information

Monica Ramstad, Supervisor - Ind & RS monica.ramstad@securian.com
Product Compliance
400 ROBERT STREET NORTH 651-665-4838 [Phone]
ST. PAUL, MN 55101-2098 651-665-3853 [FAX]

State: Arkansas **Filing Company:** Minnesota Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: MultiOption Guide Variable Annuity
Project Name/Number: 2012 Variable Annuity Forms/12-70232

Filing Company Information

Minnesota Life Insurance Company	CoCode: 66168	State of Domicile: Minnesota
400 Robert Street North	Group Code: 869	Company Type: Life Insurance
Law Department	Group Name:	State ID Number:
St. Paul, MN 55101-2098	FEIN Number: 41-0417830	
(651) 665-3500 ext. [Phone]		

Filing Fees

Fee Required? Yes
 Fee Amount: \$125.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

Company	Amount	Date Processed	Transaction #
Minnesota Life Insurance Company	\$125.00	08/06/2012	61442427
Minnesota Life Insurance Company	\$475.00	08/07/2012	61485299

SERFF Tracking #:

MNNL-128586609

State Tracking #:

Company Tracking #:

12-70232

State: Arkansas

Filing Company:

Minnesota Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name: MultiOption Guide Variable Annuity

Project Name/Number: 2012 Variable Annuity Forms/12-70232

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/15/2012	08/15/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	08/14/2012	08/14/2012
Pending Industry Response	Linda Bird	08/07/2012	08/07/2012

Response Letters

Responded By	Created On	Date Submitted
Monica Ramstad	08/15/2012	08/15/2012
Monica Ramstad	08/07/2012	08/07/2012

SERFF Tracking #:

MNNL-128586609

State Tracking #:

Company Tracking #:

12-70232

State:

Arkansas

Filing Company:

Minnesota Life Insurance Company

TOI/Sub-TOI:

A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name:

MultiOption Guide Variable Annuity

Project Name/Number:

2012 Variable Annuity Forms/12-70232

Disposition

Disposition Date: 08/15/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

State: Arkansas **Filing Company:** Minnesota Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: MultiOption Guide Variable Annuity
Project Name/Number: 2012 Variable Annuity Forms/12-70232

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Flesch Certification		No
Supporting Document	Flesch Certification	Replaced	No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variability		Yes
Form	MultiOption Guide B Series - Flexible Payment Deferred Variable Annuity Contract		Yes
Form	MultiOption Guide L Series - Flexible Payment Deferred Variable Annuity Contract		Yes
Form	Highest Anniversary Value II Death Benefit Rider		Yes
Form	Premier II Death Benefit Rider		Yes
Form	Estate Enhancement Benefit II Death Benefit Rider		Yes
Form	Premier II Death Benefit Rider		Yes
Form	Highest Anniversary Value II Death Benefit Rider		Yes
Form	Appendix A Fixed Payout Rates Sex-Distinct		Yes
Form	Appendix A Fixed Payout Rates Unisex		Yes
Form	Appendix B Variable Payout Rates Sex-Distinct		Yes
Form	Appendix B Variable Payout Rates Unisex		Yes
Form	MultiOption Annuities Individual Variable Annuity Application		Yes

State: Arkansas **Filing Company:** Minnesota Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: MultiOption Guide Variable Annuity
Project Name/Number: 2012 Variable Annuity Forms/12-70232

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	08/14/2012
Submitted Date	08/14/2012
Respond By Date	09/14/2012

Dear Monica Ramstad,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

State: Arkansas **Filing Company:** Minnesota Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: MultiOption Guide Variable Annuity
Project Name/Number: 2012 Variable Annuity Forms/12-70232

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	08/15/2012
Submitted Date	08/15/2012

Dear Linda Bird,

Introduction:

Thank you for your recent comments.

Response 1

Comments:

Please see the Certification for Rule and Regulations 19 and 49 on the Supporting Documents Tab under Flesch Certification. I apologize for not sending it with the original documents. Also, our variable contracts are issued in compliance with Arkansas Regulation 6 for Variable Annuity Contracts.

Related Objection 1

Comments:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Flesch Certification

Comment: Please see the attached Certification to address Rule and Regulations 19 and 49.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

SERFF Tracking #:

MNNL-128586609

State Tracking #:

Company Tracking #:

12-70232

State:

Arkansas

Filing Company:

Minnesota Life Insurance Company

TOI/Sub-TOI:

A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name:

MultiOption Guide Variable Annuity

Project Name/Number:

2012 Variable Annuity Forms/12-70232

Thank you for your time in reviewing this submission. Please let me know if there are any further questions or concerns.

Sincerely,

Monica Ramstad

State: Arkansas **Filing Company:** Minnesota Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: MultiOption Guide Variable Annuity
Project Name/Number: 2012 Variable Annuity Forms/12-70232

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	08/07/2012
Submitted Date	08/07/2012
Respond By Date	09/07/2012

Dear Monica Ramstad,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 pre form. We will hold your filing in a pending status until the additional \$475.00 is received.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

*Sincerely,
Linda Bird*

State: Arkansas **Filing Company:** Minnesota Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: MultiOption Guide Variable Annuity
Project Name/Number: 2012 Variable Annuity Forms/12-70232

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	08/07/2012
Submitted Date	08/07/2012

Dear Linda Bird,

Introduction:

Thank you for your response.

Response 1

Comments:

Please see the additional \$475.00 in filing fees.

Related Objection 1

Comments:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 pre form. We will hold your filing in a pending status until the additional \$475.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your time. Please let me know if there are any further questions or concerns.

Sincerely,

Monica Ramstad

State: Arkansas

Filing Company:

Minnesota Life Insurance Company

TOI/Sub-TOI: A031 Individual Annuities - Deferred Variable/A031.002 Flexible Premium

Product Name: MultiOption Guide Variable Annuity

Project Name/Number: 2012 Variable Annuity Forms/12-70232

Form Schedule

Lead Form Number: 12-70232

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		12-70232	POLA	MultiOption Guide B Series - Flexible Payment Deferred Variable Annuity Contract	Initial:		12-70232 Guide B Series.pdf
2		12-70233	POLA	MultiOption Guide L Series - Flexible Payment Deferred Variable Annuity Contract	Initial:		12-70233 Guide L Series.pdf
3		12-70234	POLA	Highest Anniversary Value II Death Benefit Rider	Initial:	0.000	12-70234 HAV II DB Rider - Guide.pdf
4		12-70235	POLA	Premier II Death Benefit Rider	Initial:	0.000	12-70235 Premier II DB Rider - Guide.pdf
5		12-70236	POLA	Estate Enhancement Benefit II Death Benefit Rider	Initial:	0.000	12-70236 EEB II Rider.pdf
6		12-70238	POLA	Premier II Death Benefit Rider	Initial:	0.000	12-70238 Premier II DB Rider.pdf
7		12-70239	POLA	Highest Anniversary Value II Death Benefit Rider	Initial:	0.000	12-70239 HAV II DB Rider.pdf
8		12-70240	POLA	Appendix A Fixed Payout Rates Sex-Distinct	Initial:	0.000	12-70240 Appendix A-Sex distinct (1.0%).pdf
9		12-70241	POLA	Appendix A Fixed Payout Rates Unisex	Initial:	0.000	12-70241 Appendix A-Unisex (1.0%).pdf
10		12-70242	POLA	Appendix B Variable Payout Rates Sex-Distinct	Initial:	0.000	12-70242 Appendix B-Sex distinct (4.5%).pdf

State: Arkansas

Filing Company:

Minnesota Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name: MultiOption Guide Variable Annuity

Project Name/Number: 2012 Variable Annuity Forms/12-70232

Lead Form Number: 12-70232

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/Action Specific Data	Readability Score	Attachments
11		12-70243	POLA	Appendix B Variable Payout Rates Unisex	Initial:	0.000	12-70243 Appendix B-Unisex(4.5%).pdf
12		12-70237	AEF	MultiOption Annuities Individual Variable Annuity Application	Initial:		12-70237 7-2012 JD.pdf

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

MultiOption Guide B Series
Individual Variable Annuity

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

Fax 651-665-7942
1-800-362-3141
www.securian.com

Read Your Contract Carefully – This is A Legal Contract

We promise to pay the benefits described by this contract subject to its provisions. We make this promise and issue this contract in consideration of the application for it and the receipt of a Purchase Payment. The Owner and the Beneficiary are as named in the application unless they are changed as provided for in this contract.

Notice of Your Right to Examine This Contract for 20 Days

It is important to us that you are satisfied with this contract. If you are not satisfied, you may return the contract to us or to your sales representative within 20 days of its receipt or 30 days where required. If you exercise this right, you will receive the Contract Value of this contract plus any fees or charges deducted from the Purchase Payments. We will pay this refund within 7 days after we receive your notice of cancellation.

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the Contract Date.



Secretary



President

ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE VARIABLE ACCOUNT, ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. THE VARIABLE ACCOUNT INFORMATION MAY BE FOUND ON PAGE 4.

THIS CONTRACT CONTAINS A DEFERRED SALES CHARGE AS DESCRIBED ON PAGE 7. IT ALSO INCLUDES A BENEFIT TO WAIVE THE DEFERRED SALES CHARGE UNDER QUALIFYING HOSPITAL, MEDICAL CARE, AND TERMINAL CONDITION EVENTS AS DESCRIBED ON PAGES 10 and 11.

- *Flexible Payment Deferred Variable Annuity Contract*
- *Fixed or Variable Annuity Payment Benefits*
- *A Nonparticipating Contract*

CONTRACT INDEX

Alphabetical Index to the Provisions of Your Contract

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**MULTIOPTION GUIDE B SERIES VARIABLE ANNUITY
CONTRACT DATA PAGE – EFFECTIVE [October 1, 2012]**

Contract Number: [A123456]	Contract Date: [October 1, 2012]
Owner: [John Doe]	Maturity Date: [October 1, 2057]
Joint Owner:	Jurisdiction: [Your State]
Annuitant: [John Doe]	Gender: [M] Date of Birth: [October 1, 1962]
Joint Annuitant:	Gender: Date of Birth:
Plan: [Non-Qualified]	Initial Purchase Payment: [\$10,000]

Guaranteed Interest Options:

Dollar Cost Averaging (DCA) Fixed Account Options: Fixed Account (only available for fixed Annuity Payments)	[6 months and 12 months]
-------------------------------------------------------------------------------------------------------------------------	--------------------------

Guaranteed Interest Options Guaranteed Minimum Annual Interest Rate: [1.00%]

Variable Account(s): Variable Annuity Account

Minimum Subsequent Purchase Payment:	[\$500]
Maximum Cumulative Purchase Payment:	[\$1,000,000]

	<u>Years Since Purchase Payment</u>							
Deferred Sales Charge:	<u>0-1</u>	<u>1-2</u>	<u>2-3</u>	<u>3-4</u>	<u>4-5</u>	<u>5-6</u>	<u>6-7</u>	<u>7 and thereafter</u>
	8%	8%	7%	6%	5%	4%	3%	0%

The deferred sales charge is applied to Purchase Payments withdrawn or surrendered from this contract. The deferred sales charge may be waived under qualifying hospital, medical care, and terminal condition events as described on pages 10 and 11. This waiver of deferred sales charge is available at the later of the first Contract Anniversary or one year following a change of Owner.

Annual Maintenance Fee

A fee of [\$50] will be applied on each Contract Anniversary and at surrender when the greater of: (a) Contract Value; or (b) Purchase Payments less withdrawals is less than [\$50,000]. The annual maintenance fee will be deducted on a pro-rata basis from the Contract Values in the Variable Account.

Transfer Charge

A maximum charge of \$10 will be deducted from the transfer amount when the frequency of transfers exceeds twelve per Contract Year.

Charges to the Variable Account

A daily charge deducted from any portion of the Contract Value allocated to the Variable Account. The deduction is the daily equivalent of the annual percentage shown below:

Administrative Charge:	[0.15%]
Mortality and Expense Risk Charge prior to Annuity Commencement:	[1.20%]
Mortality and Expense Risk Charge after Annuity Commencement:	[1.20%]

Optional Riders and Charges

[None]

Definitions

Accumulation Unit

An accounting unit of measure used to calculate the value of a Sub-Account of this contract before Annuity Payments begin.

Annuitant

The natural person(s) named as Annuitant upon whose lifetime Annuity Payment benefits will be determined under this contract. An Annuitant's life may also be used to determine the value of death benefits and to determine the Maturity Date. If the Annuitant is not the Owner and dies prior to the Annuity Commencement Date, the Owner may name a new Annuitant if the Owner is a natural person. If a new Annuitant is not named, the youngest Owner will become the Annuitant. If the Owner is not a natural person and the Annuitant dies prior to the Annuity Commencement Date, the death will be treated as the death of the Owner as described in the "Death Benefits" section of the contract.

Annuity Commencement Date

The date on which Annuity Payments are elected to begin. This may be the Maturity Date or a date you select prior to the Maturity Date.

Annuity Payments

A series of payments for one of the following periods of time: the life of the Annuitant; the life of the Annuitant with a minimum number of payments; joint lifetime of the Joint Annuitants and thereafter during the lifetime of the survivor; or, payments for a designated period. Annuity Payments made at regular intervals are due and payable on dates agreed upon between you and us.

Annuity Unit

An accounting unit of measure used to calculate the value of Annuity Payments under a variable Annuity Payment option.

Assumed Investment Return ("AIR")

The annual investment return used to determine the initial variable Annuity Payment under this contract. One or more rates may be available for election at the Annuity Commencement Date.

Beneficiary

The person, persons or entity designated to receive any death benefit proceeds payable on the death of any Owner prior to the Annuity Commencement Date; or to receive any remaining annuity benefits payable on the death of the Annuitant after the Annuity Commencement Date. The Beneficiary will be the first person on the following list who is alive on the date of death: a surviving Owner (if any), the primary (class 1) Beneficiary, the secondary (class 2) Beneficiary or, if none of the above is alive, your estate.

Contract Anniversary

The same day and month as the Contract Date for each succeeding year of this contract.

Contract Date

The effective date of this contract. It is also the date from which we determine Contract Anniversaries and Contract Years.

Contract Value

The sum of your values in the DCA Fixed Account, Fixed Account, and the Sub-Accounts of the Variable Account on any Valuation Date prior to the Annuity Commencement Date.

Contract Year

A period of one year beginning with the Contract Date or Contract Anniversary.

Dollar Cost Averaging ("DCA") Fixed Account

The DCA Fixed Account provides dollar cost averaging (DCA) options that are available for Purchase Payment allocations. Any Purchase Payments allocated to a DCA Fixed Account option will be transferred in approximately equal installments to your selected Sub-Accounts of the Variable Account over a specific time period based on the DCA Fixed Account option elected. Making transfers in this fashion is also known as dollar cost averaging. Amounts allocated to the DCA Fixed Account options are part of our General Account. You may not transfer amounts from the Fixed Account or the Sub-Accounts to the DCA Fixed Account.

Fixed Account

The Fixed Account is only available for fixed dollar Annuity Payments. You may not elect to transfer amounts to the Fixed Account. If you elect fixed dollar Annuity Payments, your Contract Value will automatically be transferred to the Fixed Account as of the date we receive your Written Request electing Annuity Payments. For any period prior to the date amounts are applied to provide Annuity Payments, interest will be credited on amounts in the Fixed Account at an annual rate at least equal to the guaranteed rate shown on page one. Amounts in the Fixed Account are part of our General Account.

Fund

The mutual fund or separate investment portfolio within a series mutual fund which is designated as an eligible investment for a Sub-Account of the Variable Account.

General Account

All assets of Minnesota Life other than those allocated to separate accounts established by us. We have exclusive and absolute ownership of the assets of the General Account.

Guaranteed Interest Option

A type of investment option that provides an interest rate guaranteed for a specified period of time. The options available as of the Contract Date are shown on page one.

Joint Annuitant

The person named as Joint Annuitant upon whose life, together with the Annuitant, Annuity Payments may be determined. If Joint Annuitants are named, all references to Annuitant shall mean the Joint Annuitants.

Joint Owner

If more than one Owner has been designated, each Owner shall be a Joint Owner of the contract. Joint Owners have equal ownership rights and must both authorize any exercising of those ownership rights unless otherwise permitted by us. When two people are named as Joint Owners, the term "Owner" means the Joint Owners or the survivor. Joint Owners are not permitted if the Owner is not a natural person.

Maturity Date

The date this contract matures. The Maturity Date will be the first of the month on or following the oldest Annuitant's 95th birthday.

Minnesota Life ("we", "our", "us")

Minnesota Life Insurance Company.

Non-Qualified Contract

A contract other than a Qualified Contract.

Owner ("you", "your", "yours")

The person(s) who has (have) all rights under this contract. The contract may be owned by natural persons, or by a corporation, trust, or custodial account that holds the contract as agent for the sole benefit of a natural person(s).

Purchase Payments

Amounts paid to us as consideration for the benefits provided by this contract.

Qualified Contract

A contract issued to a retirement plan or arrangement that receives favorable tax treatment under Section 401, 404, 408, 408A and 457 of the Internal Revenue Code, as amended.

Sub-Account

The subdivisions of the Variable Account to which you may allocate your Purchase Payments or transfers. The assets of the Sub-Accounts are invested in the corresponding Funds.

Surrender Value

The amount payable to you on surrender of this contract. The Surrender Value is equal to the Contract Value less the annual maintenance fee, deferred sales charge, and optional rider charges, if any.

Valuation Date

Any date on which a Fund is valued.

Valuation Period

The period between successive Valuation Dates.

Variable Account

The separate investment account(s) named on page one and used for this class of contracts under Minnesota law. The Variable Account is comprised of several Sub-Accounts. The assets of the Variable Account are ours and are not subject to claims arising out of any other business of ours. The incomes, gains and losses, whether or not realized from assets allocated to the Variable Account shall be credited to or charged against such account without regard to other income, gains, or losses of ours.

Written Request

A written notice, signed by you, in a form approved by or acceptable to us. In some cases, we may require that this contract be sent in with your Written Request.

General Provisions

Entire Contract

This contract and any amendments, endorsements, riders or application attached thereto, contain the entire contract between you and us. Any statements made in the application either by you or the Annuitant will, in the absence of fraud, be considered representations and not warranties.

Any additional rider or agreement attached to this contract will become part of this contract. It will be subject to the terms and conditions of this contract unless we state otherwise in the rider or agreement.

Modification of Contract

Modifications to this contract or any waiver of our rights or requirements under this contract can only be made by the written authorization of an officer of Minnesota Life. No representative or other person has the authority to change or waive any provisions of this contract. No modification will adversely affect your rights under this contract unless the modification is made to comply with a law or government regulation. You will have the right to accept or reject such a modification.

Change in Variable Account Operation

At our election and subject to any necessary vote by persons having the right to give instructions on the voting of the Fund shares held by the Sub-Accounts, the Variable Account:

- may be operated as a management company under the Investment Company Act of 1940 or any other form permitted by law;
- may be de-registered under the Investment Company Act of 1940 in the event registration is no longer required; or
- may be combined with one or more separate accounts.

We also reserve the right, subject to any applicable law, to make certain changes including the right to add, eliminate, or substitute any Fund offered under the contract. Substitution may be with respect to existing Contract Values, future Purchase Payments and/or future Annuity Payments. No transfer of assets from one separate account to another affecting Owners of contracts delivered in a given state can be made except, where required, with the approval of the Insurance Commissioner of that state.

Reports to Owners

At least annually, we will send you a report that will show the beginning and the end dates for the current report period, your beginning and ending Contract Value, the ending Surrender Value, death benefit, a summary of transactions, any fees or charges incurred since the last report, and any other information that may be required. Values will be as of a date within two months of its mailing. Additional reports are available to you upon request at a cost of not more than \$35 per report.

Misstatement of Age or Sex

If the age or sex of the Owner or Annuitant has been misstated, we will adjust the benefits and amounts payable under this contract to those that would have been paid based upon the corrected age or sex. In the case of an overpayment, we may either deduct the required amount from future payments under this contract; or, we may require you to pay us the difference; or we may do both until we are fully repaid. In the case of an underpayment, we will pay the difference in a lump sum. Overpayments and underpayments will be charged or credited with an annual effective interest rate of 2.00%.

Proof of Age, Sex, or Survival

We may require satisfactory proof of correct age and sex when Annuity Payments begin or when an optional benefit rider is elected. We have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, and how much we must pay any benefits under this contract or optional benefit riders.

Delay of Payments

Generally, we will make payment within seven days from our receipt of the Written Request. Payment of amounts from the Variable Account may be delayed under certain circumstances. These include:

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

After making written request and receiving written approval from the Insurance Commissioner, where required, we reserve the right to delay payments or transfers from the DCA Fixed Account, or Fixed Account, for up to six months after we receive your Written Request.

Basis of Values

A detailed statement showing how values are determined has been filed with the State Insurance Department. All values and reserves for this contract are at least equal to those required by the laws of the state in which this contract is issued.

Incontestability

We will not contest this contract except in the event of fraud in the procurement of the contract, where permitted by applicable law in the state in which the contract is issued.

Change of Owner or Annuitant

You may change the Owner at any time. The Annuitant may change at any time prior to the Annuity Commencement Date. However, if the Owner of this contract is not a natural person, such as a trust or other entity, an Annuitant cannot be changed or added. A change of ownership may cause a taxable event.

To change the Owner or Annuitant, we must receive the Written Request at our home office. Any new Owner or Annuitant must meet our issue requirements in effect on the Valuation Date we receive your Written Request. The change will take effect as of the date the Written Request was signed, whether or not you are living at the time of our receipt. We are not liable for any payment, settlement, or tax reporting made by us before such change is recorded at our home office.

The new Owner or Annuitant is subject to the terms and conditions of the contract.

Assignment

Unless this contract provides otherwise, you may assign all rights to this contract. We will not be bound by any assignment until we have received the Written Request at our home office. The assignment will take effect as of the date you signed the request but will not apply to any payment or action taken by us prior to our receipt of the request. We are not responsible for the validity of any assignment. If the contract is absolutely assigned, the assignee becomes the new Owner. The new Owner is subject to the terms and conditions of the contract. Any change of ownership may cause a taxable event. You should consult your tax advisor to determine the tax consequences of an assignment before taking any action.

Any proceeds payable to an assignee will be paid in a single sum. Any claim made by an assignee will be subject to proof of the assignee's interest and the extent of the assignment. If this contract is a Qualified Contract, then it may not be assigned, pledged, or otherwise transferred except under such conditions as may be allowed under applicable law.

Claims of Creditors

To the extent permitted by law, no benefit provided by this contract will be subject to any creditor's claim or process of law.

Non-Participating

This contract is non-participating. No dividends will be paid under this contract.

Contract Termination

This contract will terminate on the earliest of these conditions:

- you withdraw the entire Surrender Value;
- the Owner dies and any death benefit due has been paid;

- Annuity Payments cease.

We may cancel a contract if you do not make any Purchase Payments for a period of two or more full Contract Years and both (a) the total Purchase Payments, less any withdrawals and associated charges, and (b) the Contract Value are less than \$2,000. If such a cancellation takes place, we will pay the Contract Value to you.

Voting Rights

If you have Variable Account Accumulation or Annuity Units under this contract, you may direct us with respect to the voting rights of Fund shares held by us and attributable to this contract where shareholder approval is required by law.

Purchase Payments

Flexible Purchase Payments

Purchase Payments are credited to the contract on the Valuation Date coincident with or next following the day they are received in our home office. If they are received on a day that is not a Valuation Date, those amounts will be credited on the next Valuation Date.

This is a flexible premium contract and you may choose when to make additional Purchase Payments. You may make additional Purchase Payments at any time before the Annuity Commencement Date, while the Owner is still living, and this contract is in force. We may permit your employer to remit Purchase Payments on your behalf. Additional Purchase Payments may not be made during periods in which you are eligible for a withdrawal or surrender without charge due to your confinement in a hospital or medical care facility or in the event you are diagnosed with a terminal condition. These provisions are described in the "Withdrawal and Surrender" section of this contract.

Automatic Payment Plans

We may permit you to establish an automatic payment plan providing your bank or other financial institution consents to have your Purchase Payments automatically withdrawn from your account and paid directly to us.

Purchase Payment Limitations

The minimum Purchase Payment is \$10,000. The initial Purchase Payment is shown on page one. Total Purchase Payments may not exceed the Maximum Cumulative Purchase Payments shown on page one for the same Owner or Annuitant without our prior consent. We reserve the right to not accept any Purchase Payment. You may have Purchase Payments in only one DCA Fixed Account option at any given time. Any subsequent Purchase Payments must be at least equal to the amount shown on page one. These minimums may not apply under certain automatic or group payment plans that may be established and agreed to by us.

Deductions From Purchase Payments

Generally, there are no deductions made from the Purchase Payments. However, we reserve the right to make a deduction from the Purchase Payments for state premium taxes, where applicable.

Allocation of Purchase Payments

Purchase Payments are allocated to a DCA Fixed Account option or the Sub-Accounts of the Variable Account as you direct. However, the DCA Fixed Account options are not available under automatic payment plans. The Fixed Account is not available for Purchase Payment allocations. You may change your allocation for future Purchase Payments by Written Request or by telephone where permitted. Purchase Payments received with incomplete allocation instructions will be returned in full if we cannot credit them within five valuation days after receipt.

DCA Fixed Account

Purchase Payments allocated to a DCA Fixed Account option will be transferred in approximately equal installments to the Sub-Accounts of the Variable Account over a specific time period. These transfers allow you to dollar cost average your Purchase Payments to your selected Sub-Accounts. The time period will be based on the DCA Fixed Account option you select. Interest will be credited on amounts in a DCA Fixed Account option at an annual rate at least equal to the guaranteed interest rate shown on page one.

Additional Purchase Payments may be allocated to the DCA Fixed Account option elected and will then be transferred out to the designated Sub-Accounts over the remainder of the existing period. After the end of the period or when all Purchase Payments and interest in the DCA Fixed Account have been transferred out, you may allocate additional Purchase Payments to the same or a different DCA Fixed Account option and a new period will begin.

To the extent permitted by law, we reserve the right at any time to offer DCA Fixed Account options that differ from those shown on page one. We also reserve the right at any time to stop accepting new Purchase Payments for a particular option.

Variable Account

The Variable Account is made up of Sub-Accounts. Each Sub-Account invests its assets in a corresponding Fund at the Fund's net asset value. Purchase Payments are allocated to Sub-Accounts in accordance with your instructions or in accordance with the terms of this contract. They may also be allocated to any other Sub-Account that may be established by us under the Variable Account for contracts of this class.

Contract Charges

Deferred Sales Charge

The deferred sales charge may be assessed upon withdrawal or surrender of Purchase Payments. It applies during the seven-year period following the receipt of each Purchase Payment. The amount withdrawn plus any deferred sales charge is deducted from the Contract Value. The amount of the deferred sales charge is determined from the percentages shown in the table below. For purposes of determining the amount of deferred sales charge, Purchase Payments will be withdrawn on a first-in, first-out basis.

	<u>Years Since Purchase Payment</u>							
Deferred Sales Charge:	<u>0-1</u>	<u>1-2</u>	<u>2-3</u>	<u>3-4</u>	<u>4-5</u>	<u>5-6</u>	<u>6-7</u>	<u>7 and thereafter</u>
	8%	8%	7%	6%	5%	4%	3%	0%

The amount of the deferred sales charge is determined by: (a) calculating the number of years each Purchase Payment being withdrawn has been in the contract; (b) multiplying each Purchase Payment being withdrawn by the appropriate deferred sales charge percentage from the table; and (c) adding the deferred sales charge from all Purchase Payments calculated in (b).

Free Withdrawal Amount

Each Contract Year, you may withdraw a portion of your Contract Value free from any deferred sales charge. This amount is called the "free withdrawal amount". The free withdrawal amount is equal to 10% of any Purchase Payments not previously withdrawn and received in the current Contract Year plus the greater of:

- (a) Contract Value less Purchase Payments not previously withdrawn, each as of the most recent Contract Anniversary; or
- (b) 10% of the sum of Purchase Payments not previously withdrawn and still subject to deferred sales charge as of the most recent Contract Anniversary.

The deferred sales charge will not apply to amounts in excess of the free withdrawal amount described above if withdrawn in any Contract Year to satisfy the IRS required minimum distribution for this contract. However, if you withdraw the required minimum distribution for two calendar years in a single Contract Year, deferred sales charge may apply. Applicable contracts include those issued pursuant to a retirement plan under the provisions of Section 401, 404, 408, or 457 of the Internal Revenue Code. Amounts withdrawn to satisfy the required minimum distribution for this contract will reduce the free withdrawal amount available for the Contract Year. We reserve the right to modify or eliminate the amount available for withdrawal without charge under required minimum distribution if there is any change to the Internal Revenue Code or regulations regarding required minimum distribution, including guidance issued by the IRS. We will provide you 30 days written notice of any modifications or termination of this provision.

Waiver of Deferred Sales Charge

The deferred sales charge will not apply to:

- Amounts payable as a death benefit.
- Amounts applied to provide Annuity Payments under an Annuity Payment option.
- A withdrawal or surrender requested after the first Contract Anniversary if you are confined to a hospital or medical care facility as defined in the "Withdrawal and Surrender" section of this contract.
- A withdrawal or surrender requested after the first Contract Anniversary if you are diagnosed with a terminal condition as defined in the "Withdrawal and Surrender" section of this contract.
- Amounts withdrawn to pay the annual maintenance fee, transfer charge, or periodic charges for optional benefit riders.

Annual Maintenance Fee

An annual maintenance fee will apply as shown on page one.

Transfer Charge

We reserve the right to deduct a transfer charge, not to exceed \$10, for each transfer when such transfer requests exceed twelve per Contract Year. If applied, this charge will reduce the amount of your transfer.

Mortality and Expense Risk Charge

This charge compensates us for the risks we assume in providing mortality guarantees under this contract and that deductions provided for in this contract will be sufficient to cover our actual expenses. Actual results incurred by us will not adversely affect any payments or values under this contract. The charge is deducted from the Sub-Accounts of the Variable Account at the daily equivalent of the annual rate shown on page one.

Administrative Charge

The administrative charge compensates us for administrative expenses incurred by us. The charge is deducted from the Sub-Accounts of the Variable Account at the daily equivalent of the annual rate shown on page one.

Contract Value

Determination of Contract Value

Your Contract Value is the sum of your values, determined separately for the DCA Fixed Account, Fixed Account and for each Sub-Account of the Variable Account on any Valuation Date prior to the Annuity Commencement Date.

In the DCA Fixed Account, your value is the sum of all Purchase Payments allocated to a DCA Fixed Account option plus interest, less any transfers, withdrawals, or amounts applied to provide Annuity Payments from the DCA Fixed Account option, and any previously applied deferred sales charge or fees.

In the Fixed Account, your value is the sum of all transfers to the Fixed Account plus interest, less any transfers, withdrawals, or amounts applied to provide Annuity Payments from the Fixed Account, and any previously applied deferred sales charge or fees.

We will credit interest on values in the DCA Fixed Account and Fixed Account on a daily basis. Interest will be credited from the Valuation Date on which a Purchase Payment is applied to the DCA Fixed Account or values are transferred into the Fixed Account until the date of withdrawal, surrender, transfer, or application to provide Annuity Payments.

In the Variable Account, your value in each Sub-Account is the current number of your Accumulation Units multiplied by the Accumulation Unit value.

Accumulation Units

The number of Accumulation Units credited with respect to each Purchase Payment or transfer is determined by dividing the portion of the Purchase Payment or transfer, respectively, allocated to each Sub-Account by the then current Accumulation Unit value for that Sub-Account. Once determined, the number of Accumulation Units will not be affected by changes in the Accumulation Unit value. However, the total number of Accumulation Units for a Sub-Account will be affected by future contract transactions including that Sub-Account. Subsequent Purchase Payments and transfers to each Sub-Account will increase the units of that Sub-Account. Deductions for annual maintenance fees, periodic charges for optional rider benefits, deferred sales charge, and transfers, withdrawals, or amounts applied to provide Annuity Payments, from each Sub-Account will decrease the units of that Sub-Account.

The Accumulation Unit value may increase or decrease on each Valuation Date. The amount of any increase or decrease will depend on the net investment experience of the Sub-Account of the Variable Account during the Valuation Period. The value of an Accumulation Unit for each Sub-Account is set to an initial value (e.g., \$1.00) on the first Valuation Date. For any subsequent Valuation Date, its value is equal to its value on the preceding Valuation Date multiplied by the net investment factor for that Sub-Account for the Valuation Period ending on the subsequent Valuation Date.

Net Investment Factor

The net investment factor for a Valuation Period is the gross investment rate for such Valuation Period, less a deduction for the charges to the Variable Account including any applicable optional benefit riders as shown on page one.

The gross investment rate is equal to:

- (a) the net asset value per share of a Fund share held in the Sub-Account of the Variable Account determined at the end of the current Valuation Period; plus
- (b) the per-share amount of any dividend or capital gain distributions by the Fund if the “ex-dividend” date occurs during the current Valuation Period; divided by
- (c) the net asset value per share of that Fund share held in the Sub-Account determined at the end of the preceding Valuation Period.

Transfers

General Transfer Information

A transfer is a reallocation of amounts under this contract between a DCA Fixed Account option, Fixed Account and the Sub-Accounts of the Variable Account subject to the limitations described below. You may make transfers by Written Request or, where permitted, by telephone or other means acceptable to us. Transfers may be subject to a transfer charge as described in the section of this contract titled “Contract Charges”.

Transfer privileges may be suspended or modified by us at any time. The right to transfer values among the Sub-Accounts of the Variable Account is also subject to modification if we determine that the exercise of that right by one or more Owners is, or would be, to the disadvantage of other Owners. Any modification could be applied to transfers to or from some or all of the Sub-Accounts of the Variable Account. These modifications could include, but not be limited to, the requirements of a minimum time period between each transfer, not accepting transfer requests of an agent acting under a power of attorney on behalf of more than one Owner, limiting the dollar amount that may be transferred between the Sub-Accounts of the Variable Account by an Owner at any one time. We may apply these modifications or restrictions in any manner reasonably designed to prevent any use of the transfer right we consider to be to the disadvantage of other Owners. In the event your transfer activity is identified as disruptive you will be notified in writing that your transfer privileges will be restricted in the future if the activity continues.

Transfer Provisions before Annuity Commencement

Values in a DCA Fixed Account option will be transferred to the Sub-Accounts of the Variable Account as described in the section of this contract titled “Purchase Payments”. These dollar cost averaging transfers will be made on a monthly basis unless otherwise agreed to by us. The transfers will occur on a date we determine. If you terminate the dollar cost averaging transfers for a DCA Fixed Account option prior to the end of the period, all remaining Purchase Payments and interest in the DCA Fixed Account will be transferred to the designated Sub-Accounts as of the Valuation Date coincident with or next following the date of termination. You may transfer additional amounts from the DCA Fixed Account to Sub-Accounts of the Variable Account prior to the end of the period for the DCA Fixed Account option elected. You may not transfer into a DCA Fixed Account option.

If you elect fixed dollar Annuity Payments, your Contract Value will be transferred to the Fixed Account as described in the section of this contract titled “Annuity Payment Benefits.” No other transfers may be made to the Fixed Account.

Transfer Provisions after Annuity Commencement

During the Annuity Payment period, amounts held as annuity reserves may be transferred among the variable Sub-Accounts. Amounts held as reserves for the payment of fixed Annuity Payments may not be transferred to the variable Sub-Accounts.

Unless otherwise agreed to by us, we must receive a Written Request to transfer amounts held as reserve for Annuity Payments at least 3 days in advance of the date of the Annuity Payment subject to the transfer. When you request a transfer, it will be effective for future Annuity Payments. Your transfer will occur as of the Valuation Date applicable to the next Annuity Payment affected by your request. We will use the same valuation procedures that we describe to determine an initial variable Annuity Payment. Your Annuity Payment option will remain the same.

Transfers among Sub-Accounts of the Variable Account will be made on the basis of Annuity Unit values. The number of Annuity Units from the Sub-Account being transferred will be converted to a number of Annuity Units in the new Sub-Account. After this conversion, a number of Annuity Units in the new Sub-Account will be payable under the elected option. The first payment after conversion will be of the same dollar amount as it would have been without the transfer. The number of Annuity Units will be set at that number of units which are needed to pay that same amount on the transfer date.

Withdrawal and Surrender

Withdrawal Provisions

At any time before Annuity Payments begin, you may request a partial withdrawal from the Contract Value. You must make a Written Request for any withdrawals. The amount of any withdrawal must be for at least \$250. We may treat any partial withdrawal that leaves a Contract Value of less than \$2,000 as a complete surrender of the contract.

In the event of a withdrawal, the Contract Value will be reduced by the amount requested and any applicable deferred sales charge. The amount withdrawn may also reflect any required or requested federal and/or state income tax withholding.

Unless otherwise instructed by you, withdrawals will be made from your values in a DCA Fixed Account option, Fixed Account, and each Sub-Account of the Variable Account on a pro-rata basis relative to your Contract Value. Amounts withdrawn from the DCA Fixed Account or Fixed Account will be withdrawn on a first-in, first-out basis. Withdrawal values will be determined as of the Valuation Date coincident with or next following the date your Written Request is received at our home office.

Contract Surrender

At any time before Annuity Payments begin, you may surrender this contract for its Surrender Value. The Surrender Value will be determined as of the Valuation Date coincident with or next following the date your Written Request is received at our home office.

The Surrender Value will be paid in a single sum if the contract is surrendered for its full Surrender Value.

After making written request and receiving written approval from the Insurance Commissioner, where required, we reserve the right to delay payments or transfers from the DCA Fixed Account or Fixed Account for up to six months after we receive your Written Request.

Hospital, Medical Care and Terminal Condition Waivers (one year waiting period required)

Deferred sales charge will not apply when:

- A withdrawal or surrender is requested any time after the first Contract Anniversary if you are confined to a hospital or medical care facility for at least 90 consecutive days. The request must be made while you are still confined or within 90 days after the discharge from a hospital or medical care facility after a confinement of at least 90 consecutive days. Medical care facility means a facility operated pursuant to law or any state licensed facility providing medically necessary inpatient care which is: (a) prescribed by a licensed Physician in writing; and (b) based on physical limitations which prohibit daily living in a non-institutional setting.
- A withdrawal or surrender is requested any time after the first Contract Anniversary if you are diagnosed with a terminal condition. Terminal condition is an injury or illness: (a) diagnosed by a licensed Physician; and (b) expected to result in death within 12 months.

For purposes of these provisions, we must receive a Written Request documenting your confinement or terminal condition in writing. If any additional information is required, we will notify you within 10 days of receipt of your request. If you do not receive a request for additional information within 10 days, you may assume you have satisfied our requirement for documentation. These provisions will not apply to any withdrawal taken prior to the date we receive satisfactory proof. Physician means: (a) a licensed medical doctor (MD) or a licensed doctor of osteopathy (DO) practicing within the scope of his or her license; and (b) not you, the Annuitant or a member of either the Annuitant's or your immediate family. If the Owner is changed subject to the provisions of this contract, a one-year waiting period will apply before the new Owner is eligible for these waivers.

Annuity Payment Benefits

Annuity Commencement Date

Annuity Payments begin on the Maturity Date shown on page one of this contract, or on the Annuity Commencement Date, if earlier. If you wish to change the Annuity Commencement Date, you must notify us in writing at least 30 days before Annuity Payments are to begin. Unless otherwise designated by you, the Owner will be the payee.

Election of Annuity Payment Option

You may elect, by Written Request, any one of the Annuity Payment options described below or any Annuity Payment option offered by us at the time of your election. Annuity Payments will be payable on a monthly basis unless otherwise agreed to by us. The Annuity Payment option may not be changed on or after the Annuity Commencement Date. If no election is provided, Annuity Payments will be made on the basis of option 2A, a life annuity with a period certain of 120 months.

The following Annuity Payment options are available:

Option 1 – Life Annuity – Annuity Payments payable for the lifetime of the Annuitant, ending with the last payment due prior to the Annuitant's death.

Option 2 – Life Annuity with a Period Certain – Annuity Payments payable for the lifetime of the Annuitant; provided, if the Annuitant dies before payments have been made for the entire period certain, those remaining certain payments will be made to the Beneficiary. The period certain may be for 120 months (Option 2A); for 180 months (Option 2B); or for 240 months (Option 2C).

Option 3 – Joint and Last Survivor – Annuity Payments payable for the joint lifetimes of the Annuitant and designated Joint Annuitant. The payments end with the last payment due before the survivor's death.

Annuity Calculation and Payment Dates

You may elect variable Annuity Payments, fixed dollar Annuity Payments, or a combination of fixed and variable Annuity Payments. If you elect variable Annuity Payments, your Contract Value will be transferred to your selected Sub-Accounts as of the date we receive your Written Request electing Annuity Payments. If you elect fixed dollar Annuity Payments, your Contract Value will be transferred to the Fixed Account as of the date we receive your Written Request electing Annuity Payments. Transfers may not occur more than 60 days prior to the date amounts are applied to provide Annuity Payments.

The amount available for Annuity Payments is the Contract Value adjusted for any applicable premium tax not previously deducted from Purchase Payments. As of the calculation date, the amount available for Annuity Payments will be applied to your selected Sub-Accounts for variable Annuity Payments and to the Fixed Account for fixed dollar Annuity Payments. Without our prior consent, the maximum amount that may be applied under this contract for a fixed dollar Annuity Payment is \$1,000,000.

If, when Annuity Payments are elected, we are using tables of annuity purchase rates for this class of contracts that will result in a larger Annuity Payment than those shown in this contract, we will base the Annuity Payments on those tables instead.

Fixed Annuity Payments

The tables in Appendix A show the amount of guaranteed monthly fixed Annuity Payment that can be provided with each \$1,000 of available value. The dollar amount of each payment depends upon the Annuity Payment option selected, the adjusted age of any Annuitant and Joint Annuitant, and the amount applied.

Variable Annuity Payments

The tables in Appendix B show the amount of the first monthly variable Annuity Payment that can be provided with each \$1,000 of available value. The dollar amount of the first payment depends upon the Annuity Payment option selected, the adjusted age of any Annuitant and Joint Annuitant, the amount applied, and the Assumed Investment Return.

A number of Annuity Units are determined by dividing this dollar amount by the then current Annuity Unit value. This determination is made separately for each Sub-Account of the Variable Account. The number of Annuity Units remains unchanged during the period of Annuity Payments, except for transfers and in the case of certain joint Annuity Payment options that provide for a reduction in payment after the death of an Annuitant.

The dollar amount of the second and later variable Annuity Payments is equal to the number of Annuity Units determined for each Sub-Account multiplied by the annuity unit value for that Sub-Account. The payment amount may increase or decrease. The variable Annuity Payment will not decrease if the annualized return of the Sub-Accounts, reduced for the mortality and expense risk charge and the administrative charge, is at least equal to the Assumed Investment Return as stated in Appendix B. The dollar amount determined for each Sub-Account will be aggregated for purposes of making payment.

Annuity Unit Value

The value of an Annuity Unit for each Sub-Account of the Variable Account will vary to reflect the investment experience of the applicable Funds. It will be determined by multiplying:

- (a) the value of the Annuity Unit for that Sub-Account as of the preceding Valuation Date by
- (b) the net investment factor for that Sub-Account for the Valuation Date for which the Annuity Unit value is being calculated; and by
- (c) a factor that neutralizes the Assumed Investment Return

Minimum Payment

The first payment must be at least equal to the minimum payment amount according to our rules then in effect. If at any time, payments become less than the minimum payment amount, we have the right to change the payment frequency to meet the minimum payment requirements. If any payment amount is less than the minimum annual payment amount, we may make an alternative arrangement with you.

Death Benefits

Death of an Owner Prior to the Annuity Commencement Date

If any Owner dies before Annuity Payments begin, we will pay the death benefit of this contract to the Beneficiary. If the Owner of this contract is other than a natural person, such as a trust or other similar entity, we will pay the death benefit to the Beneficiary on the death of the Annuitant.

Death Benefit Amount Prior to the Annuity Commencement Date

The death benefit will be the greater of:

- (a) the Contract Value; or
- (b) the sum of Purchase Payments adjusted pro-rata for any amounts previously withdrawn.

The value of the death benefit will be determined as of the Valuation Date coincident with or next following the day we receive due proof of death at our home office. Any amounts due in excess of the Contract Value will be paid as a death benefit adjustment and directed into the Guaranteed Interest Options and Sub-Accounts of the Variable Account based on the same proportion that each bears to the Contract Value on the date the benefit is calculated in fulfillment of the death benefit provisions of the contract.

If there are values remaining in a DCA Fixed Account option as of the date we are notified of a death, all remaining amounts in the DCA Fixed Account on the date we are notified will be transferred in a lump sum to the Money Market Sub-Account.

From the date the death benefit adjustment is determined until complete distribution is made, any amount in the Variable Account will remain allocated to the Sub-Accounts and the value will fluctuate with the performance of the Sub-Accounts. This risk is borne by the Beneficiary.

We reserve the right to limit the death benefit to the Contract Value in lieu of any other death benefit value payable if we receive proof of death more than one year after the date of death.

Distribution of Death Benefit Proceeds

Generally we will pay the death benefit in a single lump sum unless another form of settlement has been requested and agreed to by us as of the date we receive all information necessary to make payment. A Beneficiary that is entitled to a death benefit may defer payment of this sum for up to five years from the date of death.

In addition, a Beneficiary who is a natural person may elect payment of the death benefit under an Annuity Payment option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death.

If the entire contract interest is payable to your surviving spouse who is your sole designated Beneficiary, the surviving spouse shall be treated as the contract Owner for purposes of: (a) when payments must begin; and (b) the time of distribution in the event of death. If a surviving spouse elects to assume his or her deceased spouse's contract, there may be a death benefit adjustment to the Contract Value for the death of the original Owner. The death benefit adjustment may only be exercised at the death of the original Owner and at the death of the first surviving spouse.

Any death benefit option provided under this contract will comply with Section 72(s) of the Internal Revenue Code, as amended, for a Non-Qualified Contract and Section 401(a)(9), as amended, for a Qualified Contract, as well as any other applicable law or regulation governing death benefit payments

Payment to your designated Beneficiary, other than in a lump sum may only be elected by your designated Beneficiary during the sixty (60) day period beginning with the date we receive proof of death.

Amount Payable at Death on or After the Annuity Commencement Date

If the Annuitant dies on or after the Annuity Commencement Date, payments will be made according to the terms of the Annuity Payment option selected. Under Option 2 the Beneficiary may elect to have the present value of the remaining period certain payments (commuted value) paid in a lump sum. The commuted value will be based on the then current dollar amount of one payment and the same interest rate that served as a basis for the annuity. The remaining value in the contract must be distributed at least as rapidly as under the Annuity Payment option in effect as of the Annuitant's death.

If the Owner dies on or after the Annuity Commencement Date, the Beneficiary will become the new Owner and any remaining payments under the Annuity Payment option selected will continue at least as rapidly as under the Annuity Payment option in effect as of the Owner's death.

Proof of Death

Proof of any claim under this contract, satisfactory to us, must be submitted in writing to us at our home office. Generally, we require a certified death certificate as proof of death. However, in the event that a certified death certificate is unavailable, we may accept one of the following:

- (a) a certified copy of the death certificate;
- (b) a certified decree of a court of competent jurisdiction as to the finding of death;
- (c) a written statement signed by a medical doctor who attended the deceased at the time of death; or
- (d) any other written proof satisfactory to us.

Beneficiaries

The death benefit will be payable to the Beneficiary or Beneficiaries as named in the application for this contract unless subsequently changed by you. To change the Beneficiary, you must submit a Written Request to us. After it has been received, it will take effect as of the date you signed the request. However, it will not apply to any death benefits paid prior to the request being received in our home office records.

Unless you designate otherwise, if a Beneficiary dies, his/her interest in this contract ends with his/her death. Only those Beneficiaries who survive you will be eligible to share in a death benefit. If no Beneficiary survives you, we will pay the death benefit of this contract to your estate.

Minnesota Life Insurance Company, a stock company, is a subsidiary of Minnesota Mutual Companies, Inc., a mutual insurance holding company. You are a member of Minnesota Mutual Companies, Inc. which holds its annual meetings on the first Tuesday in March of each year at 3:00 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

- *Flexible Payment Deferred Variable Annuity Contract*
- *Fixed or Variable Annuity Payment Benefits*
- *A Nonparticipating Contract*

MINNESOTA LIFE

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, MN 55101-2098

MultiOption Guide L Series Individual Variable Annuity

MINNESOTA LIFE

Minnesota Life Insurance Company - A Securian Company
Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

Fax 651-665-7942
1-800-362-3141
www.securian.com

Read Your Contract Carefully – This is A Legal Contract

We promise to pay the benefits described by this contract subject to its provisions. We make this promise and issue this contract in consideration of the application for it and the receipt of a Purchase Payment. The Owner and the Beneficiary are as named in the application unless they are changed as provided for in this contract.

Notice of Your Right to Examine This Contract for 20 Days

It is important to us that you are satisfied with this contract. If you are not satisfied, you may return the contract to us or to your sales representative within 20 days of its receipt or 30 days where required. If you exercise this right, you will receive the Contract Value of this contract plus any fees or charges deducted from the Purchase Payments. We will pay this refund within 7 days after we receive your notice of cancellation.

Signed for Minnesota Life Insurance Company at St. Paul, Minnesota on the Contract Date.



Secretary



President

ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE VARIABLE ACCOUNT, ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. THE VARIABLE ACCOUNT INFORMATION MAY BE FOUND ON PAGE 4.

THIS CONTRACT CONTAINS A DEFERRED SALES CHARGE AS DESCRIBED ON PAGE 7. IT ALSO INCLUDES A BENEFIT TO WAIVE THE DEFERRED SALES CHARGE UNDER QUALIFYING HOSPITAL, MEDICAL CARE, AND TERMINAL CONDITION EVENTS AS DESCRIBED ON PAGES 10 and 11.

- *Flexible Payment Deferred Variable Annuity Contract*
- *Fixed or Variable Annuity Payment Benefits*
- *A Nonparticipating Contract*

CONTRACT INDEX

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**MULTIOPTION GUIDE L SERIES VARIABLE ANNUITY
CONTRACT DATA PAGE – EFFECTIVE [October 1, 2012]**

Contract Number: [A123456]	Contract Date: [October 1, 2012]
Owner: [John Doe]	Maturity Date: [October 1, 2057]
Joint Owner:	Jurisdiction: [Your State]
Annuitant: [John Doe]	Gender: [M] Date of Birth: [October 1, 1962]
Joint Annuitant:	Gender: Date of Birth:
Plan: [Non-Qualified]	Initial Purchase Payment: [\$10,000]

Guaranteed Interest Options:

Dollar Cost Averaging (DCA) Fixed Account Options: Fixed Account (only available for fixed Annuity Payments)	[6 months and 12 months]
-------------------------------------------------------------------------------------------------------------------------	--------------------------

Guaranteed Interest Options Guaranteed Minimum Annual Interest Rate:	[1.00%]
-----------------------------------------------------------------------------	---------

Variable Account(s):	Variable Annuity Account
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Minimum Subsequent Purchase Payment:	[\$500]
Maximum Cumulative Purchase Payment:	[\$1,000,000]

	<u>Years Since Purchase Payment</u>				
Deferred Sales Charge:	<u>0-1</u>	<u>1-2</u>	<u>2-3</u>	<u>3-4</u>	<u>4 and thereafter</u>
	8%	8%	7%	6%	0%

The deferred sales charge is applied to Purchase Payments withdrawn or surrendered from this contract. The deferred sales charge may be waived under qualifying hospital, medical care, and terminal condition events as described on pages 10 and 11. This waiver of deferred sales charge is available at the later of the first Contract Anniversary or one year following a change of Owner.

Annual Maintenance Fee

A fee of [\$50] will be applied on each Contract Anniversary and at surrender when the greater of: (a) Contract Value; or (b) Purchase Payments less withdrawals is less than [\$50,000]. The annual maintenance fee will be deducted on a pro-rata basis from the Contract Values in the Variable Account.

Transfer Charge

A maximum charge of \$10 will be deducted from the transfer amount when the frequency of transfers exceeds twelve per Contract Year.

Charges to the Variable Account

A daily charge deducted from any portion of the Contract Value allocated to the Variable Account. The deduction is the daily equivalent of the annual percentage shown below:

Administrative Charge:	[0.15%]
Mortality and Expense Risk Charge prior to Annuity Commencement:	[1.55%]
Mortality and Expense Risk Charge after Annuity Commencement:	[1.20%]

Optional Riders and Charges

[None]

Definitions

Accumulation Unit

An accounting unit of measure used to calculate the value of a Sub-Account of this contract before Annuity Payments begin.

Annuitant

The natural person(s) named as Annuitant upon whose lifetime Annuity Payment benefits will be determined under this contract. An Annuitant's life may also be used to determine the value of death benefits and to determine the Maturity Date. If the Annuitant is not the Owner and dies prior to the Annuity Commencement Date, the Owner may name a new Annuitant if the Owner is a natural person. If a new Annuitant is not named, the youngest Owner will become the Annuitant. If the Owner is not a natural person and the Annuitant dies prior to the Annuity Commencement Date, the death will be treated as the death of the Owner as described in the "Death Benefits" section of the contract.

Annuity Commencement Date

The date on which Annuity Payments are elected to begin. This may be the Maturity Date or a date you select prior to the Maturity Date.

Annuity Payments

A series of payments for one of the following periods of time: the life of the Annuitant; the life of the Annuitant with a minimum number of payments; joint lifetime of the Joint Annuitants and thereafter during the lifetime of the survivor; or, payments for a designated period. Annuity Payments made at regular intervals are due and payable on dates agreed upon between you and us.

Annuity Unit

An accounting unit of measure used to calculate the value of Annuity Payments under a variable Annuity Payment option.

Assumed Investment Return ("AIR")

The annual investment return used to determine the initial variable Annuity Payment under this contract. One or more rates may be available for election at the Annuity Commencement Date.

Beneficiary

The person, persons or entity designated to receive any death benefit proceeds payable on the death of any Owner prior to the Annuity Commencement Date; or to receive any remaining annuity benefits payable on the death of the Annuitant after the Annuity Commencement Date. The Beneficiary will be the first person on the following list who is alive on the date of death: a surviving Owner (if any), the primary (class 1) Beneficiary, the secondary (class 2) Beneficiary or, if none of the above is alive, your estate.

Contract Anniversary

The same day and month as the Contract Date for each succeeding year of this contract.

Contract Date

The effective date of this contract. It is also the date from which we determine Contract Anniversaries and Contract Years.

Contract Value

The sum of your values in the DCA Fixed Account, Fixed Account, and the Sub-Accounts of the Variable Account on any Valuation Date prior to the Annuity Commencement Date.

Contract Year

A period of one year beginning with the Contract Date or Contract Anniversary.

Dollar Cost Averaging ("DCA") Fixed Account

The DCA Fixed Account provides dollar cost averaging (DCA) options that are available for Purchase Payment allocations. Any Purchase Payments allocated to a DCA Fixed Account option will be transferred in approximately equal installments to your selected Sub-Accounts of the Variable Account over a specific time period based on the DCA Fixed Account option elected. Making transfers in this fashion is also known as dollar cost averaging. Amounts allocated to the DCA Fixed Account options are part of our General Account. You may not transfer amounts from the Fixed Account or the Sub-Accounts to the DCA Fixed Account.

Fixed Account

The Fixed Account is only available for fixed dollar Annuity Payments. You may not elect to transfer amounts to the Fixed Account. If you elect fixed dollar Annuity Payments, your Contract Value will automatically be transferred to the Fixed Account as of the date we receive your Written Request electing Annuity Payments. For any period prior to the date amounts are applied to provide Annuity Payments, interest will be credited on amounts in the Fixed Account at an annual rate at least equal to the guaranteed rate shown on page one. Amounts in the Fixed Account are part of our General Account.

Fund

The mutual fund or separate investment portfolio within a series mutual fund which is designated as an eligible investment for a Sub-Account of the Variable Account.

General Account

All assets of Minnesota Life other than those allocated to separate accounts established by us. We have exclusive and absolute ownership of the assets of the General Account.

Guaranteed Interest Option

A type of investment option that provides an interest rate guaranteed for a specified period of time. The options available as of the Contract Date are shown on page one.

Joint Annuitant

The person named as Joint Annuitant upon whose life, together with the Annuitant, Annuity Payments may be determined. If Joint Annuitants are named, all references to Annuitant shall mean the Joint Annuitants.

Joint Owner

If more than one Owner has been designated, each Owner shall be a Joint Owner of the contract. Joint Owners have equal ownership rights and must both authorize any exercising of those ownership rights unless otherwise permitted by us. When two people are named as Joint Owners, the term "Owner" means the Joint Owners or the survivor. Joint Owners are not permitted if the Owner is not a natural person.

Maturity Date

The date this contract matures. The Maturity Date will be the first of the month on or following the oldest Annuitant's 95th birthday.

Minnesota Life ("we", "our", "us")

Minnesota Life Insurance Company.

Non-Qualified Contract

A contract other than a Qualified Contract.

Owner ("you", "your", "yours")

The person(s) who has (have) all rights under this contract. The contract may be owned by natural persons, or by a corporation, trust, or custodial account that holds the contract as agent for the sole benefit of a natural person(s).

Purchase Payments

Amounts paid to us as consideration for the benefits provided by this contract.

Qualified Contract

A contract issued to a retirement plan or arrangement that receives favorable tax treatment under Section 401, 404, 408, 408A and 457 of the Internal Revenue Code, as amended.

Sub-Account

The subdivisions of the Variable Account to which you may allocate your Purchase Payments or transfers. The assets of the Sub-Accounts are invested in the corresponding Funds.

Surrender Value

The amount payable to you on surrender of this contract. The Surrender Value is equal to the Contract Value less the annual maintenance fee, deferred sales charge, and optional rider charges, if any.

Valuation Date

Any date on which a Fund is valued.

Valuation Period

The period between successive Valuation Dates.

Variable Account

The separate investment account(s) named on page one and used for this class of contracts under Minnesota law. The Variable Account is comprised of several Sub-Accounts. The assets of the Variable Account are ours and are not subject to claims arising out of any other business of ours. The incomes, gains and losses, whether or not realized from assets allocated to the Variable Account shall be credited to or charged against such account without regard to other income, gains, or losses of ours.

Written Request

A written notice, signed by you, in a form approved by or acceptable to us. In some cases, we may require that this contract be sent in with your Written Request.

General Provisions

Entire Contract

This contract and any amendments, endorsements, riders or application attached thereto, contain the entire contract between you and us. Any statements made in the application either by you or the Annuitant will, in the absence of fraud, be considered representations and not warranties.

Any additional rider or agreement attached to this contract will become part of this contract. It will be subject to the terms and conditions of this contract unless we state otherwise in the rider or agreement.

Modification of Contract

Modifications to this contract or any waiver of our rights or requirements under this contract can only be made by the written authorization of an officer of Minnesota Life. No representative or other person has the authority to change or waive any provisions of this contract. No modification will adversely affect your rights under this contract unless the modification is made to comply with a law or government regulation. You will have the right to accept or reject such a modification.

Change in Variable Account Operation

At our election and subject to any necessary vote by persons having the right to give instructions on the voting of the Fund shares held by the Sub-Accounts, the Variable Account:

- may be operated as a management company under the Investment Company Act of 1940 or any other form permitted by law;
- may be de-registered under the Investment Company Act of 1940 in the event registration is no longer required; or
- may be combined with one or more separate accounts.

We also reserve the right, subject to any applicable law, to make certain changes including the right to add, eliminate, or substitute any Fund offered under the contract. Substitution may be with respect to existing Contract Values, future Purchase Payments and/or future Annuity Payments. No transfer of assets from one separate account to another affecting Owners of contracts delivered in a given state can be made except, where required, with the approval of the Insurance Commissioner of that state.

Reports to Owners

At least annually, we will send you a report that will show the beginning and the end dates for the current report period, your beginning and ending Contract Value, the ending Surrender Value, death benefit, a summary of transactions, any fees or charges incurred since the last report, and any other information that may be required. Values will be as of a date within two months of its mailing. Additional reports are available to you upon request at a cost of not more than \$35 per report.

Misstatement of Age or Sex

If the age or sex of the Owner or Annuitant has been misstated, we will adjust the benefits and amounts payable under this contract to those that would have been paid based upon the corrected age or sex. In the case of an overpayment, we may either deduct the required amount from future payments under this contract; or, we may require you to pay us the difference; or we may do both until we are fully repaid. In the case of an underpayment, we will pay the difference in a lump sum. Overpayments and underpayments will be charged or credited with an annual effective interest rate of 2.00%.

Proof of Age, Sex, or Survival

We may require satisfactory proof of correct age and sex when Annuity Payments begin or when an optional benefit rider is elected. We have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, and how much we must pay any benefits under this contract or optional benefit riders.

Delay of Payments

Generally, we will make payment within seven days from our receipt of the Written Request. Payment of amounts from the Variable Account may be delayed under certain circumstances. These include:

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

After making written request and receiving written approval from the Insurance Commissioner, where required, we reserve the right to delay payments or transfers from the DCA Fixed Account, or Fixed Account, for up to six months after we receive your Written Request.

Basis of Values

A detailed statement showing how values are determined has been filed with the State Insurance Department. All values and reserves for this contract are at least equal to those required by the laws of the state in which this contract is issued.

Incontestability

We will not contest this contract except in the event of fraud in the procurement of the contract, where permitted by applicable law in the state in which the contract is issued.

Change of Owner or Annuitant

You may change the Owner at any time. The Annuitant may change at any time prior to the Annuity Commencement Date. However, if the Owner of this contract is not a natural person, such as a trust or other entity, an Annuitant cannot be changed or added. A change of ownership may cause a taxable event.

To change the Owner or Annuitant, we must receive the Written Request at our home office. Any new Owner or Annuitant must meet our issue requirements in effect on the Valuation Date we receive your Written Request. The change will take effect as of the date the Written Request was signed, whether or not you are living at the time of our receipt. We are not liable for any payment, settlement, or tax reporting made by us before such change is recorded at our home office.

The new Owner or Annuitant is subject to the terms and conditions of the contract.

Assignment

Unless this contract provides otherwise, you may assign all rights to this contract. We will not be bound by any assignment until we have received the Written Request at our home office. The assignment will take effect as of the date you signed the request but will not apply to any payment or action taken by us prior to our receipt of the request. We are not responsible for the validity of any assignment. If the contract is absolutely assigned, the assignee becomes the new Owner. The new Owner is subject to the terms and conditions of the contract. Any change of ownership may cause a taxable event. You should consult your tax advisor to determine the tax consequences of an assignment before taking any action.

Any proceeds payable to an assignee will be paid in a single sum. Any claim made by an assignee will be subject to proof of the assignee's interest and the extent of the assignment. If this contract is a Qualified Contract, then it may not be assigned, pledged, or otherwise transferred except under such conditions as may be allowed under applicable law.

Claims of Creditors

To the extent permitted by law, no benefit provided by this contract will be subject to any creditor's claim or process of law.

Non-Participating

This contract is non-participating. No dividends will be paid under this contract.

Contract Termination

This contract will terminate on the earliest of these conditions:

- you withdraw the entire Surrender Value;
- the Owner dies and any death benefit due has been paid;
- Annuity Payments cease.

We may cancel a contract if you do not make any Purchase Payments for a period of two or more full Contract Years and both (a) the total Purchase Payments, less any withdrawals and associated charges, and (b) the Contract Value are less than \$2,000. If such a cancellation takes place, we will pay the Contract Value to you.

Voting Rights

If you have Variable Account Accumulation or Annuity Units under this contract, you may direct us with respect to the voting rights of Fund shares held by us and attributable to this contract where shareholder approval is required by law.

Purchase Payments

Flexible Purchase Payments

Purchase Payments are credited to the contract on the Valuation Date coincident with or next following the day they are received in our home office. If they are received on a day that is not a Valuation Date, those amounts will be credited on the next Valuation Date.

This is a flexible premium contract and you may choose when to make additional Purchase Payments. You may make additional Purchase Payments at any time before the Annuity Commencement Date, while the Owner is still living, and this contract is in force. We may permit your employer to remit Purchase Payments on your behalf. Additional Purchase Payments may not be made during periods in which you are eligible for a withdrawal or surrender without charge due to your confinement in a hospital or medical care facility or in the event you are diagnosed with a terminal condition. These provisions are described in the "Withdrawal and Surrender" section of this contract.

Automatic Payment Plans

We may permit you to establish an automatic payment plan providing your bank or other financial institution consents to have your Purchase Payments automatically withdrawn from your account and paid directly to us.

Purchase Payment Limitations

The minimum Purchase Payment is \$10,000. The initial Purchase Payment is shown on page one. Total Purchase Payments may not exceed the Maximum Cumulative Purchase Payments shown on page one for the same Owner or Annuitant without our prior consent. We reserve the right to not accept any Purchase Payment. You may have Purchase Payments in only one DCA Fixed Account option at any given time. Any subsequent Purchase Payments must be at least equal to the amount shown on page one. These minimums may not apply under certain automatic or group payment plans that may be established and agreed to by us.

Deductions From Purchase Payments

Generally, there are no deductions made from the Purchase Payments. However, we reserve the right to make a deduction from the Purchase Payments for state premium taxes, where applicable.

Allocation of Purchase Payments

Purchase Payments are allocated to a DCA Fixed Account option or the Sub-Accounts of the Variable Account as you direct. However, the DCA Fixed Account options are not available under automatic payment plans. The Fixed Account is not available for Purchase Payment allocations. You may change your allocation for future Purchase Payments by Written Request or by telephone where permitted. Purchase Payments received with incomplete allocation instructions will be returned in full if we cannot credit them within five valuation days after receipt.

DCA Fixed Account

Purchase Payments allocated to a DCA Fixed Account option will be transferred in approximately equal installments to the Sub-Accounts of the Variable Account over a specific time period. These transfers allow you to dollar cost average your Purchase Payments to your selected Sub-Accounts. The time period will be based on the DCA Fixed Account option you select. Interest will be credited on amounts in a DCA Fixed Account option at an annual rate at least equal to the guaranteed interest rate shown on page one.

Additional Purchase Payments may be allocated to the DCA Fixed Account option elected and will then be transferred out to the designated Sub-Accounts over the remainder of the existing period. After the end of the period or when all Purchase Payments and interest in the DCA Fixed Account have been transferred out, you may allocate additional Purchase Payments to the same or a different DCA Fixed Account option and a new period will begin.

To the extent permitted by law, we reserve the right at any time to offer DCA Fixed Account options that differ from those shown on page one. We also reserve the right at any time to stop accepting new Purchase Payments for a particular option.

Variable Account

The Variable Account is made up of Sub-Accounts. Each Sub-Account invests its assets in a corresponding Fund at the Fund's net asset value. Purchase Payments are allocated to Sub-Accounts in accordance with your instructions or in accordance with the terms of this contract. They may also be allocated to any other Sub-Account that may be established by us under the Variable Account for contracts of this class.

Contract Charges

Deferred Sales Charge

The deferred sales charge may be assessed upon withdrawal or surrender of Purchase Payments. It applies during the four-year period following the receipt of each Purchase Payment. The amount withdrawn plus any deferred sales charge is deducted from the Contract Value. The amount of the deferred sales charge is determined from the percentages shown in the table below. For purposes of determining the amount of deferred sales charge, Purchase Payments will be withdrawn on a first-in, first-out basis.

	Years Since Purchase Payment				
Deferred Sales Charge:	<u>0-1</u>	<u>1-2</u>	<u>2-3</u>	<u>3-4</u>	<u>4 and thereafter</u>
	8%	8%	7%	6%	0%

The amount of the deferred sales charge is determined by: (a) calculating the number of years each Purchase Payment being withdrawn has been in the contract; (b) multiplying each Purchase Payment being withdrawn by the appropriate deferred sales charge percentage from the table; and (c) adding the deferred sales charge from all Purchase Payments calculated in (b).

Free Withdrawal Amount

Each Contract Year, you may withdraw a portion of your Contract Value free from any deferred sales charge. This amount is called the "free withdrawal amount". The free withdrawal amount is equal to 10% of any Purchase Payments not previously withdrawn and received in the current Contract Year plus the greater of:

- Contract Value less Purchase Payments not previously withdrawn each as of the most recent Contract Anniversary; or
- 10% of the sum of Purchase Payments not previously withdrawn and still subject to deferred sales charge as of the most recent Contract Anniversary.

The deferred sales charge will not apply to amounts in excess of the free withdrawal amount described above if withdrawn in any Contract Year to satisfy the IRS required minimum distribution for this contract. However, if you withdraw the required minimum distribution for two calendar years in a single Contract Year, deferred sales charge may apply. Applicable contracts include those issued pursuant to a retirement plan under the provisions of Section 401, 404, 408, or 457 of the Internal Revenue Code. Amounts withdrawn to satisfy the required minimum distribution for this contract will reduce the free withdrawal amount available for the Contract Year. We reserve the right to modify or eliminate the amount available for withdrawal without charge under required minimum distribution if there is any change to the Internal Revenue Code or regulations regarding required minimum distribution, including guidance issued by the IRS. We will provide you 30 days written notice of any modifications or termination of this provision.

Waiver of Deferred Sales Charge

The deferred sales charge will not apply to:

- Amounts payable as a death benefit.
- Amounts applied to provide Annuity Payments under an Annuity Payment option.
- A withdrawal or surrender requested after the first Contract Anniversary if you are confined to a hospital or medical care facility as defined in the "Withdrawal and Surrender" section of this contract.
- A withdrawal or surrender requested after the first Contract Anniversary if you are diagnosed with a terminal condition as defined in the "Withdrawal and Surrender" section of this contract.
- Amounts withdrawn to pay the annual maintenance fee, transfer charge, or periodic charges for optional benefit riders.

Annual Maintenance Fee

An annual maintenance fee will apply as shown on page one.

Transfer Charge

We reserve the right to deduct a transfer charge, not to exceed \$10, for each transfer when such transfer requests exceed twelve per Contract Year. If applied, this charge will reduce the amount of your transfer.

Mortality and Expense Risk Charge

This charge compensates us for the risks we assume in providing mortality guarantees under this contract and that deductions provided for in this contract will be sufficient to cover our actual expenses. Actual results incurred by us will not adversely affect any payments or values under this contract. The charge is deducted from the Sub-Accounts of the Variable Account at the daily equivalent of the annual rate shown on page one.

Administrative Charge

The administrative charge compensates us for administrative expenses incurred by us. The charge is deducted from the Sub-Accounts of the Variable Account at the daily equivalent of the annual rate shown on page one.

Contract Value

Determination of Contract Value

Your Contract Value is the sum of your values, determined separately for the DCA Fixed Account, Fixed Account and for each Sub-Account of the Variable Account on any Valuation Date prior to the Annuity Commencement Date.

In the DCA Fixed Account, your value is the sum of all Purchase Payments allocated to a DCA Fixed Account option plus interest, less any transfers, withdrawals, or amounts applied to provide Annuity Payments from the DCA Fixed Account option, and any previously applied deferred sales charge or fees.

In the Fixed Account, your value is the sum of all transfers to the Fixed Account plus interest, less any transfers, withdrawals, or amounts applied to provide Annuity Payments from the Fixed Account, and any previously applied deferred sales charge or fees.

We will credit interest on values in the DCA Fixed Account and Fixed Account on a daily basis. Interest will be credited from the Valuation Date on which a Purchase Payment is applied to the DCA Fixed Account or values are transferred into the Fixed Account until the date of withdrawal, surrender, transfer, or application to provide Annuity Payments.

In the Variable Account, your value in each Sub-Account is the current number of your Accumulation Units multiplied by the Accumulation Unit value.

Accumulation Units

The number of Accumulation Units credited with respect to each Purchase Payment or transfer is determined by dividing the portion of the Purchase Payment or transfer, respectively, allocated to each Sub-Account by the then current Accumulation Unit value for that Sub-Account. Once determined, the number of Accumulation Units will not be affected by changes in the Accumulation Unit value. However, the total number of Accumulation Units for a Sub-Account will be affected by future contract transactions including that Sub-Account. Subsequent Purchase Payments and transfers to each Sub-Account will increase the units of that Sub-Account. Deductions for annual maintenance fees, periodic charges for optional rider benefits, deferred sales charge, and transfers, withdrawals, or amounts applied to provide Annuity Payments, from each Sub-Account will decrease the units of that Sub-Account.

The Accumulation Unit value may increase or decrease on each Valuation Date. The amount of any increase or decrease will depend on the net investment experience of the Sub-Account of the Variable Account during the Valuation Period. The value of an Accumulation Unit for each Sub-Account is set to an initial value (e.g., \$1.00) on the first Valuation Date. For any subsequent Valuation Date, its value is equal to its value on the preceding Valuation Date multiplied by the net investment factor for that Sub-Account for the Valuation Period ending on the subsequent Valuation Date.

Net Investment Factor

The net investment factor for a Valuation Period is the gross investment rate for such Valuation Period, less a deduction for the charges to the Variable Account including any applicable optional benefit riders as shown on page one.

The gross investment rate is equal to:

- (a) the net asset value per share of a Fund share held in the Sub-Account of the Variable Account determined at the end of the current Valuation Period; plus
- (b) the per-share amount of any dividend or capital gain distributions by the Fund if the “ex-dividend” date occurs during the current Valuation Period; divided by
- (c) the net asset value per share of that Fund share held in the Sub-Account determined at the end of the preceding Valuation Period.

Transfers

General Transfer Information

A transfer is a reallocation of amounts under this contract between a DCA Fixed Account option, Fixed Account and the Sub-Accounts of the Variable Account subject to the limitations described below. You may make transfers by Written Request or, where permitted, by telephone or other means acceptable to us. Transfers may be subject to a transfer charge as described in the section of this contract titled “Contract Charges”.

Transfer privileges may be suspended or modified by us at any time. The right to transfer values among the Sub-Accounts of the Variable Account is also subject to modification if we determine that the exercise of that right by one or more Owners is, or would be, to the disadvantage of other Owners. Any modification could be applied to transfers to or from some or all of the Sub-Accounts of the Variable Account. These modifications could include, but not be limited to, the requirements of a minimum time period between each transfer, not accepting transfer requests of an agent acting under a power of attorney on behalf of more than one Owner, limiting the dollar amount that may be transferred between the Sub-Accounts of the Variable Account by an Owner at any one time. We may apply these modifications or restrictions in any manner reasonably designed to prevent any use of the transfer right we consider to be to the disadvantage of other Owners. In the event your transfer activity is identified as disruptive you will be notified in writing that your transfer privileges will be restricted in the future if the activity continues.

Transfer Provisions before Annuity Commencement

Values in a DCA Fixed Account option will be transferred to the Sub-Accounts of the Variable Account as described in the section of this contract titled “Purchase Payments”. These dollar cost averaging transfers will be made on a monthly basis unless otherwise agreed to by us. The transfers will occur on a date we determine. If you terminate the dollar cost averaging transfers for a DCA Fixed Account option prior to the end of the period, all remaining Purchase Payments and interest in the DCA Fixed Account will be transferred to the designated Sub-Accounts as of the Valuation Date coincident with or next following the date of termination. You may transfer additional amounts from the DCA Fixed Account to Sub-Accounts of the Variable Account prior to the end of the period for the DCA Fixed Account option elected. You may not transfer into a DCA Fixed Account option.

If you elect fixed dollar Annuity Payments, your Contract Value will be transferred to the Fixed Account as described in the section of this contract titled “Annuity Payment Benefits.” No other transfers may be made to the Fixed Account.

Transfer Provisions after Annuity Commencement

During the Annuity Payment period, amounts held as annuity reserves may be transferred among the variable Sub-Accounts. Amounts held as reserves for the payment of fixed Annuity Payments may not be transferred to the variable Sub-Accounts.

Unless otherwise agreed to by us, we must receive a Written Request to transfer amounts held as reserve for Annuity Payments at least 3 days in advance of the date of the Annuity Payment subject to the transfer. When you request a transfer, it will be effective for future Annuity Payments. Your transfer will occur as of the Valuation Date applicable to the next Annuity Payment affected by your request. We will use the same valuation procedures that we describe to determine an initial variable Annuity Payment. Your Annuity Payment option will remain the same.

Transfers among Sub-Accounts of the Variable Account will be made on the basis of Annuity Unit values. The number of Annuity Units from the Sub-Account being transferred will be converted to a number of Annuity Units in the new Sub-Account. After this conversion, a number of Annuity Units in the new Sub-Account will be payable under the elected option. The first payment after conversion will be of the same dollar amount as it would have been without the transfer. The number of Annuity Units will be set at that number of units which are needed to pay that same amount on the transfer date.

Withdrawal and Surrender

Withdrawal Provisions

At any time before Annuity Payments begin, you may request a partial withdrawal from the Contract Value. You must make a Written Request for any withdrawals. The amount of any withdrawal must be for at least \$250. We may treat any partial withdrawal that leaves a Contract Value of less than \$2,000 as a complete surrender of the contract.

In the event of a withdrawal, the Contract Value will be reduced by the amount requested and any applicable deferred sales charge. The amount withdrawn may also reflect any required or requested federal and/or state income tax withholding.

Unless otherwise instructed by you, withdrawals will be made from your values in a DCA Fixed Account option, Fixed Account, and each Sub-Account of the Variable Account on a pro-rata basis relative to your Contract Value. Amounts withdrawn from the DCA Fixed Account or Fixed Account will be withdrawn on a first-in, first-out basis. Withdrawal values will be determined as of the Valuation Date coincident with or next following the date your Written Request is received at our home office.

Contract Surrender

At any time before Annuity Payments begin, you may surrender this contract for its Surrender Value. The Surrender Value will be determined as of the Valuation Date coincident with or next following the date your Written Request is received at our home office.

The Surrender Value will be paid in a single sum if the contract is surrendered for its full Surrender Value.

After making written request and receiving written approval from the Insurance Commissioner, where required, we reserve the right to delay payments or transfers from the DCA Fixed Account or Fixed Account for up to six months after we receive your Written Request.

Hospital, Medical Care and Terminal Condition Waivers (one year waiting period required)

Deferred sales charge will not apply when:

- A withdrawal or surrender is requested any time after the first Contract Anniversary if you are confined to a hospital or medical care facility for at least 90 consecutive days. The request must be made while you are still confined or within 90 days after the discharge from a hospital or medical care facility after a confinement of at least 90 consecutive days. Medical care facility means a facility operated pursuant to law or any state licensed facility providing medically necessary inpatient care which is: (a) prescribed by a licensed Physician in writing; and (b) based on physical limitations which prohibit daily living in a non-institutional setting.
- A withdrawal or surrender is requested any time after the first Contract Anniversary if you are diagnosed with a terminal condition. Terminal condition is an injury or illness: (a) diagnosed by a licensed Physician; and (b) expected to result in death within 12 months.

For purposes of these provisions, we must receive a Written Request documenting your confinement or terminal condition in writing. If any additional information is required, we will notify you within 10 days of receipt of your request. If you do not receive a request for additional information within 10 days, you may assume you have satisfied our requirement for documentation. These provisions will not apply to any withdrawal taken prior to the date we receive satisfactory proof. Physician means: (a) a licensed medical doctor (MD) or a licensed doctor of osteopathy (DO) practicing within the scope of his or her license; and (b) not you, the Annuitant or a member of either the Annuitant's or your immediate family. If the Owner is changed subject to the provisions of this contract, a one-year waiting period will apply before the new Owner is eligible for these waivers.

Annuity Payment Benefits

Annuity Commencement Date

Annuity Payments begin on the Maturity Date shown on page one of this contract, or on the Annuity Commencement Date, if earlier. If you wish to change the Annuity Commencement Date, you must notify us in writing at least 30 days before Annuity Payments are to begin. Unless otherwise designated by you, the Owner will be the payee.

Election of Annuity Payment Option

You may elect, by Written Request, any one of the Annuity Payment options described below or any Annuity Payment option offered by us at the time of your election. Annuity Payments will be payable on a monthly basis unless otherwise agreed to by us. The Annuity Payment option may not be changed on or after the Annuity Commencement Date. If no election is provided, Annuity Payments will be made on the basis of option 2A, a life annuity with a period certain of 120 months.

The following Annuity Payment options are available:

Option 1 – Life Annuity – Annuity Payments payable for the lifetime of the Annuitant, ending with the last payment due prior to the Annuitant's death.

Option 2 – Life Annuity with a Period Certain – Annuity Payments payable for the lifetime of the Annuitant; provided, if the Annuitant dies before payments have been made for the entire period certain, those remaining certain payments will be made to the Beneficiary. The period certain may be for 120 months (Option 2A); for 180 months (Option 2B); or for 240 months (Option 2C).

Option 3 – Joint and Last Survivor – Annuity Payments payable for the joint lifetimes of the Annuitant and designated Joint Annuitant. The payments end with the last payment due before the survivor's death.

Annuity Calculation and Payment Dates

You may elect variable Annuity Payments, fixed dollar Annuity Payments, or a combination of fixed and variable Annuity Payments. If you elect variable Annuity Payments, your Contract Value will be transferred to your selected Sub-Accounts as of the date we receive your Written Request electing Annuity Payments. If you elect fixed dollar Annuity Payments, your Contract Value will be transferred to the Fixed Account as of the date we receive your Written Request electing Annuity Payments. Transfers may not occur more than 60 days prior to the date amounts are applied to provide Annuity Payments.

The amount available for Annuity Payments is the Contract Value adjusted for any applicable premium tax not previously deducted from Purchase Payments. As of the calculation date, the amount available for Annuity Payments will be applied to your selected Sub-Accounts for variable Annuity Payments and to the Fixed Account for fixed dollar Annuity Payments. Without our prior consent, the maximum amount that may be applied under this contract for a fixed dollar Annuity Payment is \$1,000,000.

If, when Annuity Payments are elected, we are using tables of annuity purchase rates for this class of contracts that will result in a larger Annuity Payment than those shown in this contract, we will base the Annuity Payments on those tables instead.

Fixed Annuity Payments

The tables in Appendix A show the amount of guaranteed monthly fixed Annuity Payment that can be provided with each \$1,000 of available value. The dollar amount of each payment depends upon the Annuity Payment option selected, the adjusted age of any Annuitant and Joint Annuitant, and the amount applied.

Variable Annuity Payments

The tables in Appendix B show the amount of the first monthly variable Annuity Payment that can be provided with each \$1,000 of available value. The dollar amount of the first payment depends upon the Annuity Payment option selected, the adjusted age of any Annuitant and Joint Annuitant, the amount applied, and the Assumed Investment Return.

A number of Annuity Units are determined by dividing this dollar amount by the then current Annuity Unit value. This determination is made separately for each Sub-Account of the Variable Account. The number of Annuity Units remains unchanged during the period of Annuity Payments, except for transfers and in the case of certain joint Annuity Payment options that provide for a reduction in payment after the death of an Annuitant.

The dollar amount of the second and later variable Annuity Payments is equal to the number of Annuity Units determined for each Sub-Account multiplied by the annuity unit value for that Sub-Account. The payment amount may increase or decrease. The variable Annuity Payment will not decrease if the annualized return of the Sub-Accounts, reduced for the mortality and expense risk charge and the administrative charge, is at least equal to the Assumed Investment Return as stated in Appendix B. The dollar amount determined for each Sub-Account will be aggregated for purposes of making payment.

Annuity Unit Value

The value of an Annuity Unit for each Sub-Account of the Variable Account will vary to reflect the investment experience of the applicable Funds. It will be determined by multiplying:

- (a) the value of the Annuity Unit for that Sub-Account as of the preceding Valuation Date by
- (b) the net investment factor for that Sub-Account for the Valuation Date for which the Annuity Unit value is being calculated; and by
- (c) a factor that neutralizes the Assumed Investment Return

Minimum Payment

The first payment must be at least equal to the minimum payment amount according to our rules then in effect. If at any time, payments become less than the minimum payment amount, we have the right to change the payment frequency to meet the minimum payment requirements. If any payment amount is less than the minimum annual payment amount, we may make an alternative arrangement with you.

Death Benefits

Death of an Owner Prior to the Annuity Commencement Date

If any Owner dies before Annuity Payments begin, we will pay the death benefit of this contract to the Beneficiary. If the Owner of this contract is other than a natural person, such as a trust or other similar entity, we will pay the death benefit to the Beneficiary on the death of the Annuitant.

Death Benefit Amount Prior to the Annuity Commencement Date

The death benefit will be the greater of:

- (a) the Contract Value; or
- (b) the sum of Purchase Payments adjusted pro-rata for any amounts previously withdrawn.

The value of the death benefit will be determined as of the Valuation Date coincident with or next following the day we receive due proof of death at our home office. Any amounts due in excess of the Contract Value will be paid as a death benefit adjustment and directed into the Guaranteed Interest Options and Sub-Accounts of the Variable Account based on the same proportion that each bears to the Contract Value on the date the benefit is calculated in fulfillment of the death benefit provisions of the contract.

If there are values remaining in a DCA Fixed Account option as of the date we are notified of a death, all remaining amounts in the DCA Fixed Account on the date we are notified will be transferred in a lump sum to the Money Market Sub-Account.

From the date the death benefit adjustment is determined until complete distribution is made, any amount in the Variable Account will remain allocated to the Sub-Accounts and the value will fluctuate with the performance of the Sub-Accounts. This risk is borne by the Beneficiary.

We reserve the right to limit the death benefit to the Contract Value in lieu of any other death benefit value payable if we receive proof of death more than one year after the date of death.

Distribution of Death Benefit Proceeds

Generally we will pay the death benefit in a single lump sum unless another form of settlement has been requested and agreed to by us as of the date we receive all information necessary to make payment. A Beneficiary that is entitled to a death benefit may defer payment of this sum for up to five years from the date of death.

In addition, a Beneficiary who is a natural person may elect payment of the death benefit under an Annuity Payment option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death.

If the entire contract interest is payable to your surviving spouse who is your sole designated Beneficiary, the surviving spouse shall be treated as the contract Owner for purposes of: (a) when payments must begin; and (b) the time of distribution in the event of death. If a surviving spouse elects to assume his or her deceased spouse's contract, there may be a death benefit adjustment to the Contract Value for the death of the original Owner. The death benefit adjustment may only be exercised at the death of the original Owner and at the death of the first surviving spouse.

Any death benefit option provided under this contract will comply with Section 72(s) of the Internal Revenue Code, as amended, for a Non-Qualified Contract and Section 401(a)(9), as amended, for a Qualified Contract, as well as any other applicable law or regulation governing death benefit payments

Payment to your designated Beneficiary, other than in a lump sum may only be elected by your designated Beneficiary during the sixty (60) day period beginning with the date we receive proof of death.

Amount Payable at Death on or After the Annuity Commencement Date

If the Annuitant dies on or after the Annuity Commencement Date, payments will be made according to the terms of the Annuity Payment option selected. Under Option 2 the Beneficiary may elect to have the present value of the remaining period certain payments (commuted value) paid in a lump sum. The commuted value will be based on the then current dollar amount of one payment and the same interest rate that served as a basis for the annuity. The remaining value in the contract must be distributed at least as rapidly as under the Annuity Payment option in effect as of the Annuitant's death.

If the Owner dies on or after the Annuity Commencement Date the Beneficiary will become the new Owner and any remaining payments under the Annuity Payment option selected will continue at least as rapidly as under the Annuity Payment option in effect as of the Owner's death.

Proof of Death

Proof of any claim under this contract, satisfactory to us, must be submitted in writing to us at our home office. Generally, we require a certified death certificate as proof of death. However, in the event that a certified death certificate is unavailable, we may accept one of the following:

- (a) a certified copy of the death certificate;
- (b) a certified decree of a court of competent jurisdiction as to the finding of death;
- (c) a written statement signed by a medical doctor who attended the deceased at the time of death; or
- (d) any other written proof satisfactory to us.

Beneficiaries

The death benefit will be payable to the Beneficiary or Beneficiaries as named in the application for this contract unless subsequently changed by you. To change the Beneficiary, you must submit a Written Request to us. After it has been received, it will take effect as of the date you signed the request. However, it will not apply to any death benefits paid prior to the request being received in our home office records.

Unless you designate otherwise, if a Beneficiary dies, his/her interest in this contract ends with his/her death. Only those Beneficiaries who survive you will be eligible to share in a death benefit. If no Beneficiary survives you, we will pay the death benefit of this contract to your estate.

Minnesota Life Insurance Company, a stock company, is a subsidiary of Minnesota Mutual Companies, Inc., a mutual insurance holding company. You are a member of Minnesota Mutual Companies, Inc. which holds its annual meetings on the first Tuesday in March of each year at 3:00 p.m. local time. The meetings are held at 400 Robert Street North, St. Paul, Minnesota 55101-2098.

- *Flexible Payment Deferred Variable Annuity Contract*
- *Fixed or Variable Annuity Payment Benefits*
- *A Nonparticipating Contract*

MINNESOTA LIFE

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, MN 55101-2098

Highest Anniversary Value II Death Benefit Rider

MINNESOTA LIFE

Minnesota Life Insurance Company – A Securian Company
Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

Fax 651-665-7942
1-800-362-3141
www.securian.com

This rider is attached to and made part of this contract as of the Rider Effective Date. Terms not defined in this rider have the meaning given to them in the contract to which this rider is attached. To the extent any of the provisions contained in this rider are contrary to or inconsistent with those of the contract, the provisions of this rider will control.

THIS RIDER GUARANTEES A MINIMUM VALUE AVAILABLE AT DEATH. IT DOES NOT GUARANTEE INVESTMENT GAINS OR PROVIDE A MINIMUM CONTRACT VALUE THAT CAN BE ACCESSED THROUGH WITHDRAWAL OR SURRENDER PRIOR TO DEATH.

THIS BENEFIT WILL TERMINATE UPON ASSIGNMENT OF THE CONTRACT OR A CHANGE IN OWNER UNLESS THE NEW ASSIGNEE OR OWNER MEETS THE QUALIFICATIONS SPECIFIED IN THE TERMINATION PROVISION.

Your contract is amended as follows:

Rider Specifications

Rider Effective Date:	[October 1, 2012]
Annual Rider Charge:	[0.30%]
Maximum Additional Purchase Payments:	[\$25,000]
Last Highest Anniversary Date:	Contract Anniversary on or following the [80 th] birthday of the oldest Owner (or the oldest Annuitant in the case of an Owner who is not a natural person)

Guaranteed Interest Options

A type of investment option that provides an interest rate guaranteed for a specified period of time. These options include the DCA Fixed Account, Fixed Account, General Account, and Guaranteed Term Account, as applicable, and as defined in your contract. Your contract may include one or more of these options.

Pro-rata Basis

Values adjusted on a Pro-rata Basis means that the value being adjusted will be reduced by an amount equal to (a) multiplied by (b) divided by (c) where:

- (a) is the value that is being adjusted immediately prior to the withdrawal,
- (b) is the total amount withdrawn, including any applicable charges, and
- (c) is the Contract Value immediately prior to the withdrawal.

Reports to Owners

In addition to the information stated in the Reports to Owners provision in the contract, the annual report will also provide the death benefit value as of the date of the report.

Additional Purchase Payment Limitations

Purchase Payments after the first Contract Year are limited to the Maximum Additional Purchase Payments shown in Rider Specifications.

Death Benefit Amount Prior to the Annuity Commencement Date

The section of the contract titled "Death Benefit Amount Prior to the Annuity Commencement Date" is deleted and replaced with the following:

The death benefit will be the greater of:

- (a) the Contract Value; or
- (b) the sum of Purchase Payments adjusted on a Pro-rata Basis for any amounts previously withdrawn; or
- (c) the Highest Anniversary Value prior to the date of death increased by any Purchase Payments and reduced on a Pro-rata Basis for amounts withdrawn since the previous Highest Anniversary Value was determined.

The initial Highest Anniversary Value is equal to the Purchase Payments received on the Rider Effective Date. Thereafter, the Highest Anniversary Value will be determined on every Contract Anniversary prior to and including the Last Highest Anniversary Date as described in Rider Specifications. The Highest Anniversary Value is equal to the greater of:

- the Contract Value; or
- the previous Highest Anniversary Value increased by any Purchase Payments and reduced on a Pro-rata Basis for amounts withdrawn since the previous Highest Anniversary Value was determined.

There will be no further Highest Anniversary Values determined after the Last Highest Anniversary Date. However, where Joint Owners exist, if the surviving Owner continues the contract after the death of the first Owner, determination of new Highest Anniversary Values may resume on the next Contract Anniversary until the Last Highest Anniversary Date based on the age of the surviving Owner.

The value of the death benefit will be determined as of the Valuation Date coincident with or next following the day we receive due proof of death at our home office. Any amounts due in excess of the Contract Value will be paid as a death benefit adjustment and directed into the Guaranteed Interest Options and Sub-Accounts of the Variable Account based on the same proportion that each bears to the Contract Value on the date the benefit is calculated in fulfillment of the death benefit provisions of the contract.

If there are values remaining in a DCA Fixed Account option as of the date we are notified of a death, all remaining amounts in the DCA Fixed Account on the date we are notified will be transferred in a lump sum to the Money Market Sub-Account.

From the date the death benefit adjustment is determined until complete distribution is made, any amount in the Variable Account will remain allocated to the Sub-Accounts and the value will fluctuate with the performance of the Sub-Accounts. This risk is borne by the Beneficiary.

We reserve the right to limit the death benefit to the Contract Value in lieu of any other death benefit value payable under the contract or this rider if we receive proof of death more than one year after the date of death.

Rider Charge

The Annual Rider Charge is applied to the death benefit as calculated on the date of the charge. Beginning three months after the Rider Effective Date, and every three months thereafter, an amount equal to one quarter of the Annual Rider Charge will be multiplied by the death benefit as calculated on that date and will be deducted on a proportional basis from Contract Values allocated to the Variable Account.

Rider Termination

The rider will automatically terminate at the earliest of:

- (a) the payment of all death benefits available under the contract or this rider; or
- (b) termination or surrender of the contract; or
- (c) the Annuity Commencement Date where all remaining amount available has been applied to provide Annuity Payments; or
- (d) the Contract Value equals zero; or
- (e) the date of an ownership change or assignment under the contract unless:
 - the new Owner assumes full ownership of the contract and is essentially the same person (this includes but is not limited to the change from individual ownership to a revocable trust for the benefit of such individual Owner or the change from joint ownership to ownership by the surviving spouse when one of them dies); or
 - the assignment is for the purposes of effectuating a 1035 exchange of the contract.

Upon termination of this rider, the benefits and charges within this rider will terminate. A proportionate amount of the rider charge will be deducted upon termination of this rider or surrender of the contract.

The rider cannot be terminated prior to the earliest of the above dates.

Dennis E. Paslawsky

Secretary

Chet L. Laska

President

Premier II
Death Benefit Rider

MINNESOTA LIFE

Minnesota Life Insurance Company – A Securian Company
Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

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This rider is attached to and made part of this contract as of the Rider Effective Date. Terms not defined in this rider have the meaning given to them in the contract to which this rider is attached. To the extent any of the provisions contained in this rider are contrary to or inconsistent with those of the contract, the provisions of this rider will control.

THIS RIDER GUARANTEES A MINIMUM VALUE AVAILABLE AT DEATH. IT DOES NOT GUARANTEE INVESTMENT GAINS OR PROVIDE A MINIMUM CONTRACT VALUE THAT CAN BE ACCESSED THROUGH WITHDRAWAL OR SURRENDER PRIOR TO DEATH.

THIS BENEFIT WILL TERMINATE UPON ASSIGNMENT OF THE CONTRACT OR A CHANGE IN OWNER UNLESS THE NEW ASSIGNEE OR OWNER MEETS THE QUALIFICATIONS SPECIFIED IN THE TERMINATION PROVISION.

Your contract is amended as follows:

Rider Specifications

Rider Effective Date:	[October 1, 2012]
Annual Rider Charge:	[0.80%]
Maximum Additional Purchase Payments:	[\$25,000]
Last Highest Anniversary Date:	Contract Anniversary on or following the [80 th] birthday of the oldest Owner (or the oldest Annuitant in the case of an Owner who is not a natural person)
Accumulation Rate:	[5%], compounded annually
Last Increase Date:	Contract Anniversary on or following the [80 th] birthday of the oldest Owner (or the oldest Annuitant in the case of an Owner who is not a natural person)
Maximum Increase Value:	[200%] of the sum of Purchase Payments adjusted on a Pro-rata Basis for any amounts previously withdrawn

Guaranteed Interest Options

A type of investment option that provides an interest rate guaranteed for a specified period of time. These options include the DCA Fixed Account, Fixed Account, General Account, and Guaranteed Term Account, as applicable, and as defined in your contract. Your contract may include one or more of these options.

Pro-rata Basis

Values adjusted on a Pro-rata Basis means that the value being adjusted will be reduced by an amount equal to (a) multiplied by (b) divided by (c) where:

- (a) is the value that is being adjusted immediately prior to the withdrawal,
- (b) is the total amount withdrawn, including any applicable charges, and
- (c) is the Contract Value immediately prior to the withdrawal.

Reports to Owners

In addition to the information stated in the Reports to Owners provision in the contract, the annual report will also provide the death benefit value as of the date of the report.

Additional Purchase Payment Limitations

Purchase Payments after the first Contract Year are limited to the Maximum Additional Purchase Payments shown in Rider Specifications.

Death Benefit Amount Prior to the Annuity Commencement Date

The section of the contract titled "Death Benefit Amount Prior to the Annuity Commencement Date" is deleted and replaced with the following:

The death benefit will be the greater of:

- (a) the Contract Value; or
- (b) the sum of Purchase Payments adjusted on a Pro-rata Basis for any amounts previously withdrawn; or
- (c) the Highest Anniversary Value prior to the date of death increased by any Purchase Payments and reduced on a Pro-rata Basis for amounts withdrawn since the previous Highest Anniversary Value was determined; or
- (d) the Increase Value.

The initial Highest Anniversary Value and Increase Values are equal to the Purchase Payments received on the Rider Effective Date.

Thereafter, the Highest Anniversary Value will be determined on every Contract Anniversary prior to and including the Last Highest Anniversary Date as described in Rider Specifications. The Highest Anniversary Value is equal to the greater of:

- the Contract Value; or
- the previous Highest Anniversary Value increased by any Purchase Payments and reduced on a Pro-rata Basis for amounts withdrawn since the previous Highest Anniversary Value was determined.

There will be no further Highest Anniversary Values determined after the Last Highest Anniversary Date. However, where Joint Owners exist, if the surviving Owner continues the contract after the death of the first Owner, determination of new Highest Anniversary Values may resume on the next Contract Anniversary until the Last Highest Anniversary Date based on the age of the surviving Owner.

Prior to and including the Last Increase Date, the Increase Value is equal to the sum of:

- Contract Value in the Guaranteed Interest Options; and
- Purchase Payments and transfers into the Variable Account less withdrawals and transfers out of the Variable Account, accumulated to the earlier of the date we receive proof of death or the Last Increase Date at the Accumulation Rate (the "Variable Portion").

After the Last Increase Date, the Increase Value is equal to the sum of:

- Contract Value in the Guaranteed Interest Options; and
- the Variable Portion of the Increase Value calculated as of the Last Increase Date, less withdrawals and transfers out of the Variable Account after that date.

The Increase Value shall not exceed the Maximum Increase Value as shown in Rider Specifications.

The value of the death benefit will be determined as of the Valuation Date coincident with or next following the day we receive due proof of death at our home office. Any amounts due in excess of the Contract Value will be paid as a death benefit adjustment and directed into the Guaranteed Interest Options and Sub-Accounts of the Variable Account based on the same proportion that each bears to the Contract Value on the date the benefit is calculated in fulfillment of the death benefit provisions of the contract.

If there are values remaining in a DCA Fixed Account option as of the date we are notified of a death, all remaining amounts in the DCA Fixed Account on the date we are notified will be transferred in a lump sum to the Money Market Sub-Account.

From the date the death benefit adjustment is determined until complete distribution is made, any amount in the Variable Account will remain allocated to the Sub-Accounts and the value will fluctuate with the performance of the Sub-Accounts. This risk is borne by the Beneficiary.

We reserve the right to limit the death benefit to the Contract Value in lieu of any other death benefit value payable under the contract or this rider if we receive proof of death more than one year after the date of death.

Rider Charge

The Annual Rider Charge is applied to the death benefit as calculated on the date of the charge. Beginning three months after the Rider Effective Date, and every three months thereafter, an amount equal to one quarter of the Annual Rider Charge will be multiplied by the death benefit as calculated on that date and will be deducted on a proportional basis from Contract Values allocated to the Variable Account.

Rider Termination

The rider will automatically terminate at the earliest of:

- (a) the payment of all death benefits available under the contract or this rider; or
- (b) termination or surrender of the contract; or
- (c) the Annuity Commencement Date where all remaining amount available has been applied to provide Annuity Payments; or
- (d) the Contract Value equals zero; or
- (e) the date of an ownership change or assignment under the contract unless:
 - the new Owner assumes full ownership of the contract and is essentially the same person (this includes but is not limited to the change from individual ownership to a revocable trust for the benefit of such individual Owner or the change from joint ownership to ownership by the surviving spouse when one of them dies); or
 - the assignment is for the purposes of effectuating a 1035 exchange of the contract.

Upon termination of this rider, the benefits and charges within this rider will terminate. A proportionate amount of the rider charge will be deducted upon termination of this rider or surrender of the contract.

The rider cannot be terminated prior to the earliest of the above dates.



Secretary



President

Estate Enhancement Benefit II Rider

MINNESOTA LIFE

Minnesota Life Insurance Company – A Securian Company
Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

Fax 651-665-7942
1-800-362-3141
www.securian.com

This rider is attached to and made part of this contract as of the Rider Effective Date. Terms not defined in this rider have the meaning given to them in the contract to which this rider is attached. To the extent any of the provisions contained in this rider are contrary to or inconsistent with those of the contract, the provisions of this rider will control.

THIS RIDER MAY PROVIDE AN ADDITIONAL DEATH BENEFIT AMOUNT IN THE EVENT OF YOUR DEATH. IT DOES NOT GUARANTEE INVESTMENT GAINS OR PROVIDE A MINIMUM CONTRACT VALUE THAT CAN BE ACCESSED THROUGH WITHDRAWAL OR SURRENDER PRIOR TO DEATH.

THIS BENEFIT WILL TERMINATE UPON ASSIGNMENT OF THE CONTRACT OR A CHANGE IN OWNER UNLESS THE NEW ASSIGNEE OR OWNER MEETS THE QUALIFICATIONS SPECIFIED IN THE TERMINATION PROVISION.

Your contract is amended as follows:

Rider Specifications

Rider Effective Date:	[October 1, 2012]
Annual Rider Charge:	[0.25%]
Estate Enhancement Benefit Percentage:	[40%]
Maximum Enhancement Basis:	[200%] of the sum of Purchase Payments adjusted on a Pro-rata Basis for any amounts previously withdrawn

Guaranteed Interest Options

A type of investment option that provides an interest rate guaranteed for a specified period of time. These options include the DCA Fixed Account, Fixed Account, General Account, and Guaranteed Term Account, as applicable, and as defined in your contract. Your contract may include one or more of these options.

Pro-rata Basis

Values adjusted on a Pro-rata Basis means that the value being adjusted will be reduced by an amount equal to (a) multiplied by (b) divided by (c) where:

- (a) is the value that is being adjusted immediately prior to the withdrawal,
- (b) is the total amount withdrawn, including any applicable charges, and
- (c) is the Contract Value immediately prior to the withdrawal.

Reports to Owners

In addition to the information stated in the Reports to Owners provision in the contract, the annual report will also provide the Estate Enhancement Benefit value, if any, as of the date of the report.

The following section is added to the section of the contract titled "Death Benefits":

Estate Enhancement Benefit

If any Owner dies before Annuity Payments begin, we will pay the Estate Enhancement Benefit of this contract to the Beneficiary. If the Owner of the contract is other than a natural person, such as a trust or other similar entity, we will pay the Estate Enhancement Benefit to the Beneficiary on the death of the Annuitant.

The Estate Enhancement Benefit will be the Estate Enhancement Benefit Percentage multiplied by the lesser of:

- (a) the Contract Value less Purchase Payments not previously withdrawn; or
- (b) the Maximum Enhancement Basis.

The value of the Estate Enhancement Benefit will be determined as of the Valuation Date coincident with or next following the day we receive proof of death at our home office. Any amounts due as an Estate Enhancement Benefit will be paid as a death benefit adjustment and directed into the Guaranteed Interest Options and Sub-Accounts of the Variable Account based on the same proportion that each bears to the Contract Value on the date the benefit is calculated. If the Contract Value is less than Purchase Payments not previously withdrawn, the Estate Enhancement Benefit is zero and no adjustment will apply.

If a surviving spouse elects to assume his or her deceased spouse's contract, he or she may elect to:

- (a) have any amount due under the Estate Enhancement Benefit paid and this rider will terminate; or
- (b) continue this rider such that the Estate Enhancement Benefit is payable on his or her death instead.

If no election is made within 30 days following the date we receive proof of death at our home office, the Estate Enhancement Benefit, if any, will be paid and the rider will be terminated under option (a). If option (b) is elected, the rider will terminate upon the death of the surviving spouse.

Rider Charge

The Annual Rider Charge is deducted daily from any portion of your Contract Value allocated to the Variable Account and applied as a reduction to the current declared interest rates for any portion of your Contract Value allocated to the Guaranteed Interest Options.

Rider Termination

The rider will automatically terminate at the earliest of:

- (a) the payment of the Estate Enhancement Benefit under this rider; or
- (b) the payment of all death benefits available under the contract or optional death riders; or
- (c) termination or surrender of the contract; or
- (d) the Annuity Commencement Date where all remaining amount available has been applied to provide Annuity Payments; or
- (e) the Contract Value equals zero; or
- (f) the date of an ownership change or assignment under the contract unless:
 - the new Owner assumes full ownership of the contract and is essentially the same person (this includes but is not limited to the change from individual ownership to a revocable trust for the benefit of such individual Owner or the change from joint ownership to ownership by the surviving spouse when one of them dies); or
 - the assignment is for the purposes of effectuating a 1035 exchange of the contract.

Upon termination of this rider, the benefits and charges within this rider will terminate.

The rider cannot be terminated prior to the earliest of the above dates.



Secretary



President

Premier II
Death Benefit Rider

MINNESOTA LIFE

Minnesota Life Insurance Company – A Securian Company
Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

Fax 651-665-7942
1-800-362-3141
www.securian.com

This rider is attached to and made part of this contract as of the Rider Effective Date. Terms not defined in this rider have the meaning given to them in the contract to which this rider is attached. To the extent any of the provisions contained in this rider are contrary to or inconsistent with those of the contract, the provisions of this rider will control.

THIS RIDER GUARANTEES A MINIMUM VALUE AVAILABLE AT DEATH. IT DOES NOT GUARANTEE INVESTMENT GAINS OR PROVIDE A MINIMUM CONTRACT VALUE THAT CAN BE ACCESSED THROUGH WITHDRAWAL OR SURRENDER PRIOR TO DEATH.

THIS BENEFIT WILL TERMINATE UPON ASSIGNMENT OF THE CONTRACT OR A CHANGE IN OWNER UNLESS THE NEW ASSIGNEE OR OWNER MEETS THE QUALIFICATIONS SPECIFIED IN THE TERMINATION PROVISION.

Your contract is amended as follows:

Rider Specifications

Rider Effective Date:	[October 1, 2012]
Annual Rider Charge:	[0.80%]
Maximum Additional Purchase Payments:	[\$25,000]
Last Highest Anniversary Date:	Contract Anniversary on or following the [80 th] birthday of the oldest Owner (or the oldest Annuitant in the case of an Owner who is not a natural person)
Accumulation Rate:	[5%], compounded annually
Last Increase Date:	Contract Anniversary on or following the [80 th] birthday of the oldest Owner (or the oldest Annuitant in the case of an Owner who is not a natural person)
Maximum Increase Value:	[200%] of the sum of Purchase Payments adjusted on a Pro-rata Basis for any amounts previously withdrawn

Guaranteed Interest Options

A type of investment option that provides an interest rate guaranteed for a specified period of time. These options include the DCA Fixed Account, Fixed Account, General Account, and Guaranteed Term Account, as applicable, and as defined in your contract. Your contract may include one or more of these options.

Non-Qualified Contract

A contract other than a Qualified Contract.

Pro-rata Basis

Values adjusted on a Pro-rata Basis means that the value being adjusted will be reduced by an amount equal to (a) multiplied by (b) divided by (c) where:

- (a) is the value that is being adjusted immediately prior to the withdrawal,
- (b) is the total amount withdrawn, including any applicable charges, and
- (c) is the Contract Value immediately prior to the withdrawal.

Qualified Contract

A contract issued to a retirement plan or arrangement that receives favorable tax treatment under Section 401, 404, 408, 408A and 457 of the Internal Revenue Code, as amended.

Reports to Owners

In addition to the information stated in the Reports to Owners provision in the contract, the annual report will also provide the death benefit value as of the date of the report.

Additional Purchase Payment Limitations

Purchase Payments after the first Contract Year are limited to the Maximum Additional Purchase Payments shown in Rider Specifications.

Amount Payable at Death Prior to the Annuity Commencement Date

The section of the contract titled "Amount Payable at Death Prior to the Annuity Commencement Date" is deleted and replaced with the following:

If any Owner dies before Annuity Payments begin, we will pay the death benefit of this contract to the Beneficiary. If the Owner of this contract is other than a natural person, such as a trust or other similar entity, we will pay the death benefit to the Beneficiary on the death of the Annuitant.

The death benefit will be the greater of:

- (a) the Contract Value; or
- (b) the sum of Purchase Payments adjusted on a Pro-rata Basis for any amounts previously withdrawn; or
- (c) the Highest Anniversary Value prior to the date of death increased by any Purchase Payments and reduced on a Pro-rata Basis for amounts withdrawn since the previous Highest Anniversary Value was determined; or
- (d) the Increase Value.

The initial Highest Anniversary Value and Increase Values are equal to the Purchase Payments received on the Rider Effective Date. Credit Enhancements, if any, are not included in the initial values.

Thereafter, the Highest Anniversary Value will be determined on every Contract Anniversary prior to and including the Last Highest Anniversary Date as described in Rider Specifications. The Highest Anniversary Value is equal to the greater of:

- the Contract Value; or
- the previous Highest Anniversary Value increased by any Purchase Payments and reduced on a Pro-rata Basis for amounts withdrawn since the previous Highest Anniversary Value was determined.

There will be no further Highest Anniversary Values determined after the Last Highest Anniversary Date. However, where Joint Owners exist, if the surviving Owner continues the contract after the death of the first Owner, determination of new Highest Anniversary Values may resume on the next Contract Anniversary until the Last Highest Anniversary Date based on the age of the surviving Owner.

Prior to and including the Last Increase Date, the Increase Value is equal to the sum of:

- Contract Value in the Guaranteed Interest Options; and
- Purchase Payments and transfers into the Variable Account less withdrawals and transfers out of the Variable Account, accumulated to the earlier of the date we receive proof of death or the Last Increase Date at the Accumulation Rate (the "Variable Portion").

After the Last Increase Date, the Increase Value is equal to the sum of:

- Contract Value in the Guaranteed Interest Options; and
- the Variable Portion of the Increase Value calculated as of the Last Increase Date, less withdrawals and transfers out of the Variable Account after that date.

The Increase Value shall not exceed the Maximum Increase Value as shown in Rider Specifications.

The value of the death benefit will be determined as of the Valuation Date coincident with or next following the day we receive due proof of death at our home office. Any amounts due in excess of the Contract Value will be paid as a death benefit adjustment and directed into the Guaranteed Interest Options and Sub-Accounts of the Variable Account based on the same proportion that each bears to the Contract Value on the date the benefit is calculated in fulfillment of the death benefit provisions of the contract.

If there are values remaining in a DCA Fixed Account option as of the date we are notified of a death, all remaining amounts in the DCA Fixed Account on the date we are notified will be transferred in a lump sum to the Money Market Sub-Account.

From the date the death benefit adjustment is determined until complete distribution is made, any amount in the Variable Account will remain allocated to the Sub-Accounts and the value will fluctuate with the performance of the Sub-Accounts. This risk is borne by the Beneficiary.

We reserve the right to limit the death benefit to the Contract Value in lieu of any other death benefit value payable under the contract or this rider if we receive proof of death more than one year after the date of death.

Generally we will pay the death benefit in a single lump sum unless another form of settlement has been requested and agreed to by us as of the date we receive all information necessary to make payment. A Beneficiary that is entitled to a death benefit may defer payment of this sum for up to five years from the date of death.

In addition, a Beneficiary who is a natural person may elect payment of the death benefit under an Annuity Payment option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death.

If the entire contract interest is payable to your surviving spouse who is your sole designated Beneficiary, the surviving spouse shall be treated as the contract Owner for purposes of: (a) when payments must begin; and (b) the time of distribution in the event of death. If a surviving spouse elects to assume his or her deceased spouse's contract, there may be a death benefit adjustment to the Contract Value for the death of the original Owner. The death benefit adjustment may only be exercised at the death of the original Owner and at the death of the first surviving spouse.

Any death benefit option provided under this contract will comply with Section 72(s) of the Internal Revenue Code, as amended, for a Non-Qualified Contract and Section 401(a)(9), as amended, for a Qualified Contract, as well as any other applicable law or regulation governing death benefit payments.

Payment to your designated Beneficiary, other than in a lump sum may only be elected by your designated Beneficiary during the sixty (60) day period beginning with the date we receive proof of death.

Rider Charge

The Annual Rider Charge is applied to the death benefit as calculated on the date of the charge. Beginning three months after the Rider Effective Date, and every three months thereafter, an amount equal to one quarter of the Annual Rider Charge will be multiplied by the death benefit as calculated on that date and will be deducted on a proportional basis from Contract Values allocated to the Variable Account.

Rider Termination

The rider will automatically terminate at the earliest of:

- (a) the payment of all death benefits available under the contract or this rider; or
- (b) termination or surrender of the contract; or
- (c) the Annuity Commencement Date where all remaining amount available has been applied to provide Annuity Payments; or
- (d) the Contract Value equals zero; or
- (e) the date of an ownership change or assignment under the contract unless:
 - the new Owner assumes full ownership of the contract and is essentially the same person (this includes but is not limited to the change from individual ownership to a revocable trust for the benefit of such individual Owner or the change from joint ownership to ownership by the surviving spouse when one of them dies); or
 - the assignment is for the purposes of effectuating a 1035 exchange of the contract.

Upon termination of this rider, the benefits and charges within this rider will terminate. A proportionate amount of the rider charge will be deducted upon termination of this rider or surrender of the contract.

The rider cannot be terminated prior to the earliest of the above dates.

Aleemir E. Tadlowfahay

Secretary

Robert L. Lander

President

Highest Anniversary Value II Death Benefit Rider

MINNESOTA LIFE

Minnesota Life Insurance Company – A Securian Company
Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

Fax 651-665-7942
1-800-362-3141
www.securian.com

This rider is attached to and made part of this contract as of the Rider Effective Date. Terms not defined in this rider have the meaning given to them in the contract to which this rider is attached. To the extent any of the provisions contained in this rider are contrary to or inconsistent with those of the contract, the provisions of this rider will control.

THIS RIDER GUARANTEES A MINIMUM VALUE AVAILABLE AT DEATH. IT DOES NOT GUARANTEE INVESTMENT GAINS OR PROVIDE A MINIMUM CONTRACT VALUE THAT CAN BE ACCESSED THROUGH WITHDRAWAL OR SURRENDER PRIOR TO DEATH.

THIS BENEFIT WILL TERMINATE UPON ASSIGNMENT OF THE CONTRACT OR A CHANGE IN OWNER UNLESS THE NEW ASSIGNEE OR OWNER MEETS THE QUALIFICATIONS SPECIFIED IN THE TERMINATION PROVISION.

Your contract is amended as follows:

Rider Specifications

Rider Effective Date:	[October 1, 2012]
Annual Rider Charge:	[0.30%]
Maximum Additional Purchase Payments:	[\$25,000]
Last Highest Anniversary Date:	Contract Anniversary on or following the [80 th] birthday of the oldest Owner (or the oldest Annuitant in the case of an Owner who is not a natural person)

Guaranteed Interest Options

A type of investment option that provides an interest rate guaranteed for a specified period of time. These options include the DCA Fixed Account, Fixed Account, General Account, and Guaranteed Term Account, as applicable, and as defined in your contract. Your contract may include one or more of these options.

Non-Qualified Contract

A contract other than a Qualified Contract.

Pro-rata Basis

Values adjusted on a Pro-rata Basis means that the value being adjusted will be reduced by an amount equal to (a) multiplied by (b) divided by (c) where:

- (a) is the value that is being adjusted immediately prior to the withdrawal,
- (b) is the total amount withdrawn, including any applicable charges, and
- (c) is the Contract Value immediately prior to the withdrawal.

Qualified Contract

A contract issued to a retirement plan or arrangement that receives favorable tax treatment under Section 401, 404, 408, 408A and 457 of the Internal Revenue Code, as amended.

Reports to Owners

In addition to the information stated in the Reports to Owners provision in the contract, the annual report will also provide the death benefit value as of the date of the report.

Additional Purchase Payment Limitations

Purchase Payments after the first Contract Year are limited to the Maximum Additional Purchase Payments shown in Rider Specifications.

Amount Payable at Death Prior to the Annuity Commencement Date

The section of the contract titled "Amount Payable at Death Prior to the Annuity Commencement Date" is deleted and replaced with the following:

If any Owner dies before Annuity Payments begin, we will pay the death benefit of this contract to the Beneficiary. If the Owner of this contract is other than a natural person, such as a trust or other similar entity, we will pay the death benefit to the Beneficiary on the death of the Annuitant.

The death benefit will be the greater of:

- (a) the Contract Value; or
- (b) the sum of Purchase Payments adjusted on a Pro-rata Basis for any amounts previously withdrawn; or
- (c) the Highest Anniversary Value prior to the date of death increased by any Purchase Payments and reduced on a Pro-rata Basis for amounts withdrawn since the previous Highest Anniversary Value was determined.

The initial Highest Anniversary Value is equal to the Purchase Payments received on the Rider Effective Date. Credit Enhancements, if any, are not included in the initial value. Thereafter, the Highest Anniversary Value will be determined on every Contract Anniversary prior to and including the Last Highest Anniversary Date as described in Rider Specifications. The Highest Anniversary Value is equal to the greater of:

- the Contract Value; or
- the previous Highest Anniversary Value increased by any Purchase Payments and reduced on a Pro-rata Basis for amounts withdrawn since the previous Highest Anniversary Value was determined.

There will be no further Highest Anniversary Values determined after the Last Highest Anniversary Date. However, where Joint Owners exist, if the surviving Owner continues the contract after the death of the first Owner, determination of new Highest Anniversary Values may resume on the next Contract Anniversary until the Last Highest Anniversary Date based on the age of the surviving Owner.

The value of the death benefit will be determined as of the Valuation Date coincident with or next following the day we receive due proof of death at our home office. Any amounts due in excess of the Contract Value will be paid as a death benefit adjustment and directed into the Guaranteed Interest Options and Sub-Accounts of the Variable Account based on the same proportion that each bears to the Contract Value on the date the benefit is calculated in fulfillment of the death benefit provisions of the contract.

If there are values remaining in a DCA Fixed Account option as of the date we are notified of a death, all remaining amounts in the DCA Fixed Account on the date we are notified will be transferred in a lump sum to the Money Market Sub-Account.

From the date the death benefit adjustment is determined until complete distribution is made, any amount in the Variable Account will remain allocated to the Sub-Accounts and the value will fluctuate with the performance of the Sub-Accounts. This risk is borne by the Beneficiary.

We reserve the right to limit the death benefit to the Contract Value in lieu of any other death benefit value payable under the contract or this rider if we receive proof of death more than one year after the date of death.

Generally we will pay the death benefit in a single lump sum unless another form of settlement has been requested and agreed to by us as of the date we receive all information necessary to make payment. A Beneficiary that is entitled to a death benefit may defer payment of this sum for up to five years from the date of death.

In addition, a Beneficiary who is a natural person may elect payment of the death benefit under an Annuity Payment option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death.

If the entire contract interest is payable to your surviving spouse who is your sole designated Beneficiary, the surviving spouse shall be treated as the contract Owner for purposes of: (a) when payments must begin; and (b) the time of distribution in the event of death. If a surviving spouse elects to assume his or her deceased spouse's contract, there may be a death benefit adjustment to the Contract Value for the death of the original Owner. The death benefit adjustment may only be exercised at the death of the original Owner and at the death of the first surviving spouse.

Any death benefit option provided under this contract will comply with Section 72(s) of the Internal Revenue Code, as amended, for a Non-Qualified Contract and Section 401(a)(9), as amended, for a Qualified Contract, as well as any other applicable law or regulation governing death benefit payments.

Payment to your designated Beneficiary, other than in a lump sum may only be elected by your designated Beneficiary during the sixty (60) day period beginning with the date we receive proof of death.

Rider Charge

The Annual Rider Charge is applied to the death benefit as calculated on the date of the charge. Beginning three months after the Rider Effective Date, and every three months thereafter, an amount equal to one quarter of the Annual Rider Charge will be multiplied by the death benefit as calculated on that date and will be deducted on a proportional basis from Contract Values allocated to the Variable Account.

Rider Termination

The rider will automatically terminate at the earliest of:

- (a) the payment of all death benefits available under the contract or this rider; or
- (b) termination or surrender of the contract; or
- (c) the Annuity Commencement Date where all remaining amount available has been applied to provide Annuity Payments; or
- (d) the Contract Value equals zero; or
- (e) the date of an ownership change or assignment under the contract unless:
 - the new Owner assumes full ownership of the contract and is essentially the same person (this includes but is not limited to the change from individual ownership to a revocable trust for the benefit of such individual Owner or the change from joint ownership to ownership by the surviving spouse when one of them dies); or
 - the assignment is for the purposes of effectuating a 1035 exchange of the contract.

Upon termination of this rider, the benefits and charges within this rider will terminate. A proportionate amount of the rider charge will be deducted upon termination of this rider or surrender of the contract.

The rider cannot be terminated prior to the earliest of the above dates.



Secretary



President

APPENDIX A – FIXED ANNUITY PAYMENT RATES

The following tables show the minimum dollar amount of monthly fixed Annuity Payment that can be provided with each \$1,000 of available value.

The rates shown are based on an interest rate of 1.00%, compounded annually, and the Annuity 2000 Mortality Table. Dollar amounts for ages or payment frequencies other than those shown here will be calculated on the same basis and may be obtained from us upon request.

Annuitant and Joint Annuitant age are determined on an age nearest birthday basis as of the Annuity Commencement Date and will be further adjusted based on the year of commencement as follows:

<u>Annuity Commencement Year</u>	<u>Age Adjustment</u>
2010 – 2019	-1
2020 – 2029	-2
2030 and later	-3

<u>Male Annuitant Adjusted Age</u>	Life (Option 1)	Life with 120 Months (Option 2A)	Life with 180 Months (Option 2B)	Life with 240 Months (Option 2C)
50	\$2.98	\$2.97	\$2.94	\$2.89
55	3.37	3.34	3.29	3.20
60	3.89	3.82	3.71	3.55
65	4.58	4.43	4.22	3.90
70	5.54	5.20	4.76	4.21
75	6.87	6.08	5.26	4.43
80	8.72	6.99	5.63	4.54
85	11.30	7.77	5.85	4.58

<u>Female Annuitant Adjusted Age</u>	Life (Option 1)	Life with 120 Months (Option 2A)	Life with 180 Months (Option 2B)	Life with 240 Months (Option 2C)
50	\$2.75	\$2.74	\$2.72	\$2.70
55	3.08	3.06	3.04	2.99
60	3.52	3.49	3.43	3.34
65	4.11	4.03	3.92	3.72
70	4.93	4.75	4.49	4.09
75	6.12	5.66	5.07	4.37
80	7.88	6.70	5.55	4.52
85	10.50	7.63	5.82	4.58

Joint and Last Survivor (Option 3)

<u>Male Annuitant Adjusted Age</u>	<u>Female Annuitant Adjusted Age</u>									
	40	45	50	55	60	65	70	75	80	85
50	\$2.18	\$2.33	\$2.47	\$2.60	\$2.71	\$2.81	\$2.87	\$2.92	\$2.95	\$2.96
55	2.21	2.38	2.55	2.73	2.90	3.05	3.16	3.25	3.30	3.34
60	2.24	2.42	2.62	2.85	3.08	3.30	3.49	3.64	3.74	3.81
65	2.25	2.44	2.67	2.93	3.22	3.53	3.83	4.09	4.28	4.41
70	2.26	2.46	2.70	2.99	3.33	3.73	4.15	4.56	4.91	5.17
75	2.26	2.47	2.72	3.03	3.41	3.87	4.41	5.01	5.58	6.06
80	2.27	2.47	2.73	3.05	3.46	3.97	4.61	5.39	6.23	7.03
85	2.27	2.48	2.74	3.06	3.48	4.03	4.75	5.67	6.79	7.98

APPENDIX A – FIXED ANNUITY PAYMENT RATES

The following tables show the minimum dollar amount of monthly fixed Annuity Payment that can be provided with each \$1,000 of available value.

The rates shown are based on an interest rate of 1.00%, compounded annually, and the Annuity 2000 Mortality Table, blended to provide genderless rate. Dollar amounts for ages or payment frequencies other than those shown here will be calculated on the same basis and may be obtained from us upon request.

Annuitant and Joint Annuitant age are determined on an age nearest birthday basis as of the Annuity Commencement Date and will be further adjusted based on the year of commencement as follows:

<u>Annuity Commencement Year</u>	<u>Age Adjustment</u>
2010 – 2019	-1
2020 – 2029	-2
2030 and later	-3

<u>Annuitant Adjusted Age</u>	<u>Life (Option 1)</u>	<u>Life with 120 Months (Option 2A)</u>	<u>Life with 180 Months (Option 2B)</u>	<u>Life with 240 Months (Option 2C)</u>
50	\$2.79	\$2.78	\$2.77	\$2.74
55	3.14	3.12	3.09	3.04
60	3.59	3.55	3.49	3.38
65	4.20	4.11	3.98	3.76
70	5.05	4.84	4.54	4.12
75	6.26	5.75	5.11	4.38
80	8.04	6.76	5.57	4.53
85	10.65	7.66	5.83	4.58

Joint and Last Survivor (Option 3)

<u>Annuitant Adjusted Age</u>	<u>Joint Annuitant Adjusted Age</u>									
	<u>40</u>	<u>45</u>	<u>50</u>	<u>55</u>	<u>60</u>	<u>65</u>	<u>70</u>	<u>75</u>	<u>80</u>	<u>85</u>
50	\$2.19	\$2.31	\$2.43	\$2.54	\$2.62	\$2.69	\$2.73	\$2.76	\$2.77	\$2.78
55	2.23	2.38	2.54	2.69	2.83	2.93	3.01	3.07	3.10	3.12
60	2.25	2.43	2.62	2.83	3.03	3.20	3.34	3.44	3.51	3.55
65	2.27	2.46	2.69	2.93	3.20	3.46	3.70	3.89	4.02	4.10
70	2.28	2.49	2.73	3.01	3.34	3.70	4.06	4.39	4.64	4.82
75	2.29	2.50	2.76	3.07	3.44	3.89	4.39	4.90	5.36	5.72
80	2.30	2.51	2.77	3.10	3.51	4.02	4.64	5.36	6.11	6.77
85	2.30	2.52	2.78	3.12	3.55	4.10	4.82	5.72	6.77	7.85

APPENDIX B – VARIABLE ANNUITY PAYMENT RATES
ASSUMED INVESTMENT RETURN = 4.50%

The following tables show the minimum dollar amount of initial monthly variable Annuity Payment that can be provided with each \$1,000 of available value.

The rates shown are based on the Assumed Investment Return, compounded annually, and the Annuity 2000 Mortality Table. Dollar amounts for ages or payment frequencies other than those shown here will be calculated on the same basis and may be obtained from us upon request.

Annuitant and Joint Annuitant age are determined on an age nearest birthday basis as of the Annuity Commencement Date and will be further adjusted based on the year of commencement as follows:

<u>Annuity Commencement Year</u>	<u>Age Adjustment</u>
2010 – 2019	-1
2020 – 2029	-2
2030 and later	-3

<u>Male Annuitant</u> <u>Adjusted Age</u>	<u>Life</u> <u>(Option 1)</u>	<u>Life with</u> <u>120 Months</u> <u>(Option 2A)</u>	<u>Life with</u> <u>180 Months</u> <u>(Option 2B)</u>	<u>Life with</u> <u>240 Months</u> <u>(Option 2C)</u>
50	\$4.98	\$4.94	\$4.89	\$4.82
55	5.35	5.28	5.20	5.08
60	5.86	5.73	5.58	5.38
65	6.56	6.32	6.03	5.68
70	7.55	7.04	6.51	5.93
75	8.91	7.86	6.95	6.11
80	10.82	8.69	7.27	6.21
85	13.48	9.40	7.46	6.25

<u>Female Annuitant</u> <u>Adjusted Age</u>	<u>Life</u> <u>(Option 1)</u>	<u>Life with</u> <u>120 Months</u> <u>(Option 2A)</u>	<u>Life with</u> <u>180 Months</u> <u>(Option 2B)</u>	<u>Life with</u> <u>240 Months</u> <u>(Option 2C)</u>
50	\$4.73	\$4.71	\$4.68	\$4.64
55	5.04	5.00	4.96	4.89
60	5.46	5.39	5.31	5.19
65	6.04	5.91	5.74	5.51
70	6.86	6.59	6.26	5.83
75	8.08	7.45	6.78	6.07
80	9.89	8.41	7.20	6.19
85	12.60	9.27	7.44	6.24

Joint and Last Survivor (Option 3)

<u>Male Annuitant</u> <u>Adjusted Age</u>	<u>Female Annuitant Adjusted Age</u>									
	<u>40</u>	<u>45</u>	<u>50</u>	<u>55</u>	<u>60</u>	<u>65</u>	<u>70</u>	<u>75</u>	<u>80</u>	<u>85</u>
50	\$4.20	\$4.31	\$4.42	\$4.53	\$4.64	\$4.73	\$4.81	\$4.87	\$4.91	\$4.94
55	4.23	4.36	4.50	4.65	4.80	4.94	5.06	5.16	5.23	5.28
60	4.26	4.40	4.56	4.75	4.95	5.16	5.35	5.52	5.64	5.73
65	4.27	4.43	4.61	4.84	5.09	5.37	5.66	5.93	6.15	6.32
70	4.29	4.45	4.65	4.90	5.21	5.57	5.97	6.38	6.75	7.05
75	4.30	4.46	4.68	4.95	5.30	5.72	6.24	6.82	7.40	7.92
80	4.30	4.48	4.70	4.98	5.36	5.84	6.46	7.21	8.05	8.87
85	4.31	4.48	4.71	5.01	5.40	5.92	6.61	7.52	8.62	9.82

APPENDIX B – VARIABLE ANNUITY PAYMENT RATES
ASSUMED INVESTMENT RETURN = 4.50%

The following tables show the minimum dollar amount of initial monthly variable Annuity Payment that can be provided with each \$1,000 of available value.

The rates shown are based on the Assumed Investment Return, compounded annually, and the Annuity 2000 Mortality Table, blended to provide genderless rates. Dollar amounts for ages or payment frequencies other than those shown here will be calculated on the same basis and may be obtained from us upon request.

Annuitant and Joint Annuitant age are determined on an age nearest birthday basis as of the Annuity Commencement Date and will be further adjusted based on the year of commencement as follows:

<u>Annuity Commencement Year</u>	<u>Age Adjustment</u>
2010 – 2019	-1
2020 – 2029	-2
2030 and later	-3

<u>Annuitant Adjusted Age</u>	<u>Life (Option 1)</u>	<u>Life with 120 Months (Option 2A)</u>	<u>Life with 180 Months (Option 2B)</u>	<u>Life with 240 Months (Option 2C)</u>
50	\$4.78	\$4.76	\$4.73	\$4.68
55	5.10	5.06	5.01	4.93
60	5.54	5.46	5.37	5.23
65	6.14	5.99	5.81	5.55
70	7.00	6.68	6.31	5.85
75	8.24	7.54	6.82	6.08
80	10.08	8.47	7.21	6.20
85	12.78	9.29	7.44	6.24

Joint and Last Survivor (Option 3)

<u>Annuitant Adjusted Age</u>	<u>Joint Annuitant Adjusted Age</u>									
	<u>40</u>	<u>45</u>	<u>50</u>	<u>55</u>	<u>60</u>	<u>65</u>	<u>70</u>	<u>75</u>	<u>80</u>	<u>85</u>
50	\$4.20	\$4.30	\$4.39	\$4.48	\$4.56	\$4.62	\$4.67	\$4.71	\$4.74	\$4.76
55	4.24	4.36	4.48	4.61	4.73	4.83	4.92	4.98	5.03	5.06
60	4.27	4.40	4.56	4.73	4.90	5.07	5.21	5.32	5.41	5.46
65	4.29	4.44	4.62	4.83	5.07	5.31	5.54	5.73	5.89	5.99
70	4.31	4.47	4.67	4.92	5.21	5.54	5.88	6.21	6.48	6.68
75	4.32	4.50	4.71	4.98	5.32	5.73	6.21	6.71	7.18	7.56
80	4.33	4.51	4.74	5.03	5.41	5.89	6.48	7.18	7.92	8.60
85	4.34	4.52	4.76	5.06	5.46	5.99	6.68	7.56	8.60	9.69

MultiOption Annuities Individual Variable Annuity Application

Minnesota Life Insurance Company - A Securian Company
Securian Annuity Services • A3-9999
400 Robert Street North • St. Paul, Minnesota 55101-2098

Fax 651-665-7942
1-800-362-3141
www.securian.com

MINNESOTA LIFE

1. Select Contract Type				
<input type="checkbox"/> MultiOption Guide B Series <input checked="" type="checkbox"/> MultiOption Guide L Series <input type="checkbox"/> MultiOption Extra]				
2. Type of Plan				
<input type="checkbox"/> Traditional IRA - Tax year _____		<input checked="" type="checkbox"/> Non-Qualified		
<input type="checkbox"/> Roth IRA - Tax year _____		<input type="checkbox"/> Corporate Non-Qualified		
<input type="checkbox"/> Inherited IRA		<input type="checkbox"/> Non-Corporate Non-Qualified (LLP or LLC)		
<input type="checkbox"/> Other _____		<input type="checkbox"/> Under the _____ (state) UTMA/UGMA		
3. Owner				
Individual name (first, middle initial, last, suffix), or corporation name or trust title				US citizen
John Doe				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Entity	Date of birth or date of trust	Tax I.D. (SSN or TIN)	If trust, is it revocable?	
	06/20/1975	123-45-6789	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Street address		City		
123 Main Street		Anytown		
State	Zip code	E-mail address	Telephone number	
USA	11111	jdoe@email.com	123-456-7890	
4. Joint Owner (if applicable)				
Individual name (first, middle initial, last, suffix)				US citizen
				<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth	Tax I.D. (SSN)	Relationship to owner	
Street address		City		
State	Zip code	E-mail address	Telephone number	
5. Annuitant				
Individual name (first, middle initial, last, suffix)				US citizen
				<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth	Tax I.D. (SSN)	Relationship to owner	
Street address		City		
State	Zip code	E-mail address	Telephone number	
6. Joint Annuitant (if applicable)				
Individual name (first, middle initial, last, suffix)				US citizen
				<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth	Tax I.D. (SSN)	Relationship to annuitant	
Street address		City		
State	Zip code	E-mail address	Telephone number	

[For UTMA/UGMA, enter custodian's information here.]

[Complete only if the individual annuitant is not the same as owner.]

For UTMA/UGMA, enter minor's information here.]

[Complete only if the joint annuitant is not the same as owner.]



IAN000064



1

<p>[Primary beneficiary designations must total 100%. Contingent beneficiary designations must total 100%. Please identify any additional beneficiaries in Section 11.]</p>	7. Beneficiary(ies)		
	Name Mary Doe		
	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female <input type="checkbox"/> Entity	Date of birth or date of trust 05/22/1974	Tax I.D. (SSN or TIN) 012-34-5678
	Relationship to owner Spouse	Type of beneficiary <input checked="" type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage 100 %
	Address same as the owner		
City		State	Zip code
Name			
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Entity	Date of birth or date of trust	Tax I.D. (SSN or TIN)	
Relationship to owner	Type of beneficiary <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage %	
Address			
City		State	Zip code
Name			
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Entity	Date of birth or date of trust	Tax I.D. (SSN or TIN)	
Relationship to owner	Type of beneficiary <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage %	
Address			
City		State	Zip code
8. Optional Death Benefit Riders (Subject to state availability; additional charges apply - see Prospectus)			
<p>[Maximum issue age for these riders is 75.]</p> <p>[<input type="checkbox"/> Highest Anniversary Value II Death Benefit <input type="checkbox"/> Premier II Death Benefit* <input type="checkbox"/> Estate Enhancement Benefit II* *Not available in combination with Living Benefit Riders listed below]</p>			
9. Optional Living Benefit Riders (Subject to state availability; additional charges apply - see Prospectus)			
<p>[If selecting a joint option, on a qualified plan type, the primary beneficiary must be the designated life.]</p> <p>[Minimum and maximum age requirements may apply - see Prospectus for details. Choose only one <input type="checkbox"/> Ovation Lifetime Income II - Single* <input type="checkbox"/> Ovation Lifetime Income II - Joint* <input type="checkbox"/> Encore Lifetime Income - Single** <input type="checkbox"/> Encore Lifetime Income - Joint** <input type="checkbox"/> Guaranteed Minimum Income Benefit *Not available in Delaware, Oregon, and Vermont **Not available on MultiOption Guide B Series or MultiOption Guide L Series]</p>			

10. Replacement

[Please be aware that client and representative/agent responses in Sections 10 and 16 must match.]

Do you have any existing life insurance or annuity contracts? Yes No

Will the contract applied for replace or change an existing life insurance or annuity contract? If yes, complete the section below. Yes No

Company Name	Life/ Annuity	Policy/Contract Number	Year Issued

If yes, a State Replacement form is required to be signed, dated and enclosed with this application for most states.]

11. Special Instructions

12. Purchase Payment Method

[Minimum purchase payment is \$10,000.]

Approximate Amount \$10,000 Purchase payment submitted via:

Make checks payable to Minnesota Life.]

Check with application Client initiated rollover 1035 exchange

Non-Qualified Transfer Direct Transfer/Rollover

13. Notice to Applicant

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

14. Electronic Prospectus Authorization

[Please enter your initials on this line if you are authorizing e-delivery of your documents.]

JD Yes, I would like to receive electronic copies of the variable annuity and/or variable life insurance prospectus(es), privacy policies, underlying fund company prospectus(es) and supplements, underlying fund semiannual and annual reports and supplements rather than paper copies. I understand I will: receive a communication directing me to the Minnesota Life internet web site address where the documents will be available, be notified when new, updated prospectuses, privacy policies, reports and supplements for contracts become available, and continue to receive my statements in the mail. I understand and acknowledge that I: have the ability to access the internet and will need Adobe Acrobat Reader in order to view the documents, am responsible for any subscription fees an internet service provider might charge for internet access, (Minnesota Life does not charge a fee for electronic delivery), may request specific documents in paper form at any time without revoking this consent, and can revoke this consent at any time by calling Minnesota Life's Service Center at 1-800-362-3141 or writing to the address PO Box 64626, St. Paul, MN 55164-0628. I also understand that Minnesota Life will rely on my signature as consent to receive all of the above mentioned disclosure documents for all Minnesota Life products currently owned and any purchased in the future, until this consent is revoked.

Owner's Initials

15. Owner/Annuitant Signatures

I acknowledge that I have received and understand the current prospectus. I understand that all payments and values provided by this contract, when based upon the investment experience of a variable annuity account, are variable, may increase or decrease and are not guaranteed as to dollar amount.

If I am an active duty member of the United States Armed Forces (including active duty military reserve personnel), I confirm that this application was not solicited and/or signed on a military base or installation, and I have received from the registered representative the Military Personnel Financial Services Disclosure for Annuity Sales (form F72467) disclosure required by Section 10 of the Military Personnel Financial Services Protection Act.

I/we represent that the statements and answers in this application are full, complete, and true to the best of my/our knowledge and belief. I/we agree that they are to be considered the basis of any contract issued to me/us. I/we have read and agree with the applicable statements. The representative left me/us the original or a copy of the written or printed communications used in this presentation.

Contract owner's signature

/s/ John Doe

Signed in (city)

State
MN

Date
07/06/2012

Joint contract owner's signature, if any

Signed in (city)

State

Date

Annuitant's signature (if other than the owner)

Date

Joint annuitant's signature, if any

Date

16. To Be Completed By Representative/agent

To the best of my knowledge and belief, this applicant has existing life insurance Yes No or annuity contracts.

To the best of my knowledge and belief, the contract applied for will replace or Yes No change an existing life insurance or annuity contract.

No written sales materials were used other than those furnished by the Home Office. I believe the information provided by this client is true and accurate to the best of my knowledge and belief.

Representative/agent name (print)

James Smith

Representative/agent code

12345

100 %

Representative/agent signature

/s/ James Smith

Representative/agent name (print)

Representative/agent code

%

Representative/agent signature

Representative/agent name (print)

Representative/agent code

%

Representative/agent signature

[Please choose a compensation option for B Series below:

A B C D E

Please choose a compensation option for L Series below:

A B C D E

Please choose a compensation option for Extra below:

U U/T L]

[Representative/agent responses must match client responses in Section 10.

All representatives/agents involved in this sale must sign this application.

Representative/agent split must total 100%.]

[! One option must be selected.]

17. To Be Completed By Broker - Dealer			
Broker - dealer name	Date	Signature of authorized dealer	
Smith and Associates	7/6/2012	X /s/ James Peterson	
Principal signature	Date	Special note	
X /s/ Susan Anderson	7/6/2012		
18. To Be Completed By Minnesota Life			
Accepted by	Date	Contract number	
Kim Stevens	7/6/2012	12345	

SERFF Tracking #:

MNNL-128586609

State Tracking #:

Company Tracking #:

12-70232

State: Arkansas

Filing Company: Minnesota Life Insurance Company

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name: MultiOption Guide Variable Annuity

Project Name/Number: 2012 Variable Annuity Forms/12-70232

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:	Please see the attached Certification to addresss Rule and Regulations 19 and 49.		
Attachment(s):	GAN CERTIFICATION.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	The application for use wth the enclosed forms is new and is attached to the Forms Schedule tab for review.		

		Item Status:	Status Date:
Satisfied - Item:	Statements of Variability		
Comments:	Please see the attached Statements of Variability for the contracts, riders, and application.		
Attachment(s):	12-70237 Application SOV docx.pdf 12-70238 Premier II SOV.pdf 12-70239 HAV II SOV.pdf 12-70234 HAV II SOV.pdf 12-70235 Premier II SOV.pdf 12-70236 EEB II SOV.pdf B Series 12-70232 SOV.pdf L Series 12-70233 SOV.pdf		

CERTIFICATION

I hereby certify that:

Each individual annuity contract issued in the state of Arkansas includes the Guaranty Association Notice, form FMHC-41371 Rev 2-2010; and

Each individual annuity contract issued in the state of Arkansas includes an Important Notice to Contractholders form F38057 Rev 11-2009; and

I have reviewed Rule 19, and that the individual annuity forms issued are in compliance with this Regulation.

A handwritten signature in black ink that reads "Matthew Harrington". The signature is written in a cursive style with a large initial 'M' and a long, sweeping underline.

Matthew Harrington
Assistant Secretary
Minnesota Life Insurance Company
August 15, 2012

Statement of Variability

Application Form 12-70237

All of the instructions down the left margin of the forms have been bracketed in order to allow us to change them in the event our administrative procedures change.

Question 1 – Contract Type. The three contracts have been bracketed to allow for additions or deletions of contracts applicable to this application.

Question 8 - Optional Death Benefit Riders. There are brackets around the riders that are listed to indicate that we may wish to add or delete riders without refiling this application form. Rider availability is determined by the current product prospectus.

Question 9 - Optional Living Benefit Riders. There are brackets around the riders that are listed to indicate that we may wish to add or delete riders without refiling this application form. Rider availability is determined by the current product prospectus.

Question 16- To Be Completed By Representative/agent. There are brackets around the compensation options to indicate that we may offer different compensation options at some time in the future for these contracts.

Statement of Variability

Policy Form I2-70238

July 2, 2012

The Premier II Death Benefit rider contains several pieces of text that are bracketed to indicate variability. This approach allows for flexibility in the product design within a pre-determined range of values in order to respond to marketplace changes or risk management needs in a timely and cost effective manner.

With respect to the bracketed information in the rider specification section, we certify that all riders issued in a particular state during a specific time period will be issued with the same values and that no individual will be unfairly discriminated against in the application of those items. Any change or modification to current values will be limited only to new issues of the rider and will not apply to in force riders. No change in variability that in any way expands the scope of the item being changed beyond the ranges defined in this document will be made without prior filing and approval.

The bracketed items will vary as follows:

1. **Rider Effective Date** – This will vary by rider and will reflect the date the rider is issued.
2. **Annual Rider Charge** – The current and maximum rider charge may vary within a range of 0.75% to 1.00% with an initial rider charge of 0.80%. The charge may increase or decrease in response to any combination of policyholder behavior, changes in the capital markets, and benefit design. A higher rider charge may be necessary if we choose to modify the benefit design to offer a richer benefit. The new charge will apply only to riders issued on or after the date of the change.
3. **Maximum Additional Purchase Payments** – This item may vary between \$25,000 and \$100,000. Initially, the Purchase Payments maximum will be set to \$25,000. The maximum may increase or decrease in response to the environment and risk management. A new maximum will apply only to riders issued on or after the date of the change.
4. **Last Highest Anniversary Date** – This reflects the last Contract Anniversary eligible for a highest anniversary reset. Potential values include the Contract Anniversary on or following the 75th, 80th, or 85th birthday of the oldest Owner (or oldest Annuitant in the case of an Owner who is not a natural person). Initially, the Last Highest Anniversary Date will be the Contract Anniversary following the 80th birthday of the oldest Owner. The Last Highest Anniversary Date may increase as a result of competitive pressure. Alternatively, it may decrease to effectively manage the risk or to offer clients the choice of a lower priced benefit. A change in the Last Highest Anniversary Date will apply only to riders issued on or after the date of the change.
5. **Accumulation Rate** – The item may vary between 3.00% and 5.00%. Initially, the Accumulation Rate will be set to 5.00%. The rate may increase or decrease in response to the environment and risk management. A new Accumulation Rate will apply only to riders issued on or after the date of the change.
6. **Last Increase Date** – This reflects the last Contract Anniversary eligible for accumulation of the Increase Value. Potential values include the Contract Anniversary on or following the 75th, 80th, or 85th birthday of the oldest Owner (or oldest Annuitant in the case of an Owner who is not a natural person). Initially, the Last Increase Date will be the Contract Anniversary following the 80th birthday of the oldest Owner. The Last Increase Date may increase as a result of

competitive pressure. Alternatively, it may decrease to effectively manage the risk or to offer clients the choice of a lower priced benefit. A change in the Last Increase Date will apply only to riders issued on or after the date of the change.

7. **Maximum Increase Value** – This item may vary between 150% and 250% of the sum of Purchase Payments adjusted pro-rata for any amounts previously withdrawn. Initially, the Maximum Increase Value will be set to 200%. The maximum may increase or decrease in response to the environment and risk management. A new maximum will apply only to riders issued on or after the date of the change.

When this rider is selected, the following language will appear under the “Optional Riders and Charges” section of the Contract Data Page for the previously approved base contract to which this rider is attached:

[Premier II Death Benefit: annual charge of [0.80%] of the death benefit deducted quarterly from Contract Values allocated to the Variable Account]

Minnesota Life Insurance Company

Statement of Variability

Policy Form 12-70239

July 2, 2012

The Highest Anniversary Value II Death Benefit rider contains several pieces of text that are bracketed to indicate variability. This approach allows for flexibility in the benefit design within a pre-determined range of values in order to respond to marketplace changes or risk management needs in a timely and cost effective manner.

With respect to the bracketed information in the rider specification section, we certify that all riders issued in a particular state during a specific time period will be issued with the same values and that no individual will be unfairly discriminated against in the application of those items. Any change or modification to current values will be limited only to new issues of the rider and will not apply to in force riders. No change in variability that in any way expands the scope of the item being changed beyond the ranges defined in this document will be made without prior filing and approval.

The bracketed items will vary as follows:

1. **Rider Effective Date** – This will vary by rider and will reflect the date the rider is issued.
2. **Annual Rider Charge** – The current rider charge may vary within a range of 0.30% to 0.50% with an initial rider charge of 0.30%. The charge may increase or decrease in response to any combination of policyholder behavior, changes in the capital markets, and benefit design. A higher rider charge may be necessary if we choose to modify the benefit design to offer a richer benefit. The new charge will apply only to riders issued on or after the date of the change.
3. **Maximum Additional Purchase Payments** – This item may vary between \$25,000 and \$100,000. Initially, the Purchase Payment maximum will be set to \$25,000. The maximum may increase or decrease in response to the environment and risk management. A new maximum will apply only to riders issued on or after the date of the change.
4. **Last Highest Anniversary Date** – This reflects the last Contract Anniversary eligible for a highest anniversary reset. Potential values include the Contract Anniversary on or following the 75th, 80th, or 85th birthday of the oldest Owner (or oldest Annuitant in the case of an Owner who is not a natural person). Initially, the Last Highest Anniversary Date will be the Contract Anniversary following the 80th birthday of the oldest Owner. The Last Highest Anniversary Date may increase as a result of competitive pressure. Alternatively, it may decrease to effectively manage the risk or to offer clients the choice of a lower priced benefit. A change in the Last Highest Anniversary Date will apply only to riders issued on or after the date of the change.

When this rider is selected, the following language will appear under the “Optional Riders and Charges” section of the Contract Data Page for the previously approved base contract to which this rider is attached:

[Highest Anniversary Value II Death Benefit: annual charge of [0.30%] of the death benefit deducted quarterly from Contract Values allocated to the Variable Account]

Minnesota Life Insurance Company

Statement of Variability

Policy Form 12-70234

July 2, 2012

The Highest Anniversary Value II Death Benefit rider contains several pieces of text that are bracketed to indicate variability. This approach allows for flexibility in the benefit design within a pre-determined range of values in order to respond to marketplace changes or risk management needs in a timely and cost effective manner.

With respect to the bracketed information in the rider specification section, we certify that all riders issued in a particular state during a specific time period will be issued with the same values and that no individual will be unfairly discriminated against in the application of those items. Any change or modification to current values will be limited only to new issues of the rider and will not apply to in force riders. No change in variability that in any way expands the scope of the item being changed beyond the ranges defined in this document will be made without prior filing and approval.

The bracketed items will vary as follows:

1. **Rider Effective Date** – This will vary by rider and will reflect the date the rider is issued.
2. **Annual Rider Charge** – The current rider charge may vary within a range of 0.30% to 0.50% with an initial rider charge of 0.30%. The charge may increase or decrease in response to any combination of policyholder behavior, changes in the capital markets, and benefit design. A higher rider charge may be necessary if we choose to modify the benefit design to offer a richer benefit. The new charge will apply only to riders issued on or after the date of the change.
3. **Maximum Additional Purchase Payments** – This item may vary between \$25,000 and \$100,000. Initially, the Purchase Payment maximum will be set to \$25,000. The maximum may increase or decrease in response to the environment and risk management. A new maximum will apply only to riders issued on or after the date of the change.
4. **Last Highest Anniversary Date** – This reflects the last Contract Anniversary eligible for a highest anniversary reset. Potential values include the Contract Anniversary on or following the 75th, 80th, or 85th birthday of the oldest Owner (or oldest Annuitant in the case of an Owner who is not a natural person). Initially, the Last Highest Anniversary Date will be the Contract Anniversary following the 80th birthday of the oldest Owner. The Last Highest Anniversary Date may increase as a result of competitive pressure. Alternatively, it may decrease to effectively manage the risk or to offer clients the choice of a lower priced benefit. A change in the Last Highest Anniversary Date will apply only to riders issued on or after the date of the change.

When this rider is selected, the following language will appear under the “Optional Riders and Charges” section of the Contract Data Page for the previously approved base contract to which this rider is attached:

[Highest Anniversary Value II Death Benefit: annual charge of [0.30%] of the death benefit deducted quarterly from Contract Values allocated to the Variable Account]

Statement of Variability

Policy Form 12-70235

July 2, 2012

The Premier II Death Benefit rider contains several pieces of text that are bracketed to indicate variability. This approach allows for flexibility in the product design within a pre-determined range of values in order to respond to marketplace changes or risk management needs in a timely and cost effective manner.

With respect to the bracketed information in the rider specification section, we certify that all riders issued in a particular state during a specific time period will be issued with the same values and that no individual will be unfairly discriminated against in the application of those items. Any change or modification to current values will be limited only to new issues of the rider and will not apply to in force riders. No change in variability that in any way expands the scope of the item being changed beyond the ranges defined in this document will be made without prior filing and approval.

The bracketed items will vary as follows:

1. **Rider Effective Date** – This will vary by rider and will reflect the date the rider is issued.
2. **Annual Rider Charge** – The current and maximum rider charge may vary within a range of 0.75% to 1.00% with an initial rider charge of 0.80%. The charge may increase or decrease in response to any combination of policyholder behavior, changes in the capital markets, and benefit design. A higher rider charge may be necessary if we choose to modify the benefit design to offer a richer benefit. The new charge will apply only to riders issued on or after the date of the change.
3. **Maximum Additional Purchase Payments** – This item may vary between \$25,000 and \$100,000. Initially, the Purchase Payments maximum will be set to \$25,000. The maximum may increase or decrease in response to the environment and risk management. A new maximum will apply only to riders issued on or after the date of the change.
4. **Last Highest Anniversary Date** – This reflects the last Contract Anniversary eligible for a highest anniversary reset. Potential values include the Contract Anniversary on or following the 75th, 80th, or 85th birthday of the oldest Owner (or oldest Annuitant in the case of an Owner who is not a natural person). Initially, the Last Highest Anniversary Date will be the Contract Anniversary following the 80th birthday of the oldest Owner. The Last Highest Anniversary Date may increase as a result of competitive pressure. Alternatively, it may decrease to effectively manage the risk or to offer clients the choice of a lower priced benefit. A change in the Last Highest Anniversary Date will apply only to riders issued on or after the date of the change.
5. **Accumulation Rate** – The item may vary between 3.00% and 5.00%. Initially, the Accumulation Rate will be set to 5.00%. The rate may increase or decrease in response to the environment and risk management. A new Accumulation Rate will apply only to riders issued on or after the date of the change.
6. **Last Increase Date** – This reflects the last Contract Anniversary eligible for accumulation of the Increase Value. Potential values include the Contract Anniversary on or following the 75th, 80th, or 85th birthday of the oldest Owner (or oldest Annuitant in the case of an Owner who is not a natural person). Initially, the Last Increase Date will be the Contract Anniversary following the 80th birthday of the oldest Owner. The Last Increase Date may increase as a result of

competitive pressure. Alternatively, it may decrease to effectively manage the risk or to offer clients the choice of a lower priced benefit. A change in the Last Increase Date will apply only to riders issued on or after the date of the change.

7. **Maximum Increase Value** – This item may vary between 150% and 250% of the sum of Purchase Payments adjusted pro-rata for any amounts previously withdrawn. Initially, the Maximum Increase Value will be set to 200%. The maximum may increase or decrease in response to the environment and risk management. A new maximum will apply only to riders issued on or after the date of the change.

When this rider is selected, the following language will appear under the “Optional Riders and Charges” section of the Contract Data Page for the previously approved base contract to which this rider is attached:

[Premier II Death Benefit: annual charge of [0.80%] of the death benefit deducted quarterly from Contract Values allocated to the Variable Account]

Minnesota Life Insurance Company

Statement of Variability

Policy Form 12-70236

July 2, 2012

The Estate Enhancement Benefit II rider contains several pieces of text that are bracketed to indicate variability. This approach allows for flexibility in the product design within a pre-determined range of values in order to respond to marketplace changes or risk management needs in a timely and cost effective manner.

With respect to the bracketed information in the rider specification section, we certify that all riders issued in a particular state during a specific time period will be issued with the same values and that no individual will be unfairly discriminated against in the application of those items. Any change or modification to current values will be limited only to new issues of the rider and will not apply to in force riders. No change in variability that in any way expands the scope of the item being changed beyond the ranges defined in this document will be made without prior filing and approval.

The bracketed items will vary as follows:

1. **Rider Effective Date** – This will vary by contract and will reflect the date the rider is issued.
2. **Annual Rider Charge** – The rider charge may vary within a range of 0.25% to 40% with an initial rider charge of 0.25%. The charge may increase or decrease in response to any combination of policyholder behavior, changes in the capital markets, and benefit design. A higher rider charge may be necessary if we choose to modify the benefit design to offer a richer benefit. The new charge will apply only to riders issued on or after the date of the change.
3. **Estate Enhancement Benefit Percentage** – This value will be either 25% or 40% based on the age of the oldest Owner (or oldest Annuitant in the case of an Owner who is not a natural person) on the Rider Effective Date. The Estate Enhancement Benefit Percentage will be 40% if the older Owner is younger than age 70 at the time of issue and 25% if they are age 70 or older.
4. **Maximum Enhancement Basis** – This item may vary between 150% and 250% of the sum of Purchase Payments adjusted pro-rata for any amounts previously withdrawn. Initially, the Maximum Enhancement Basis will be set to 200%. The maximum may increase or decrease in response to the environment and risk management. A new maximum will apply only to riders issued on or after the date of the change.

When this rider is selected, the following language will appear under the “Optional Riders and Charges” section of the Contract Data Page for the previously approved base contract to which this rider is attached:

[Estate Enhancement Benefit II: annual charge of [0.25%] deducted as a daily equivalent from Contract Values allocated to the Variable Account and Guaranteed Interest Options.]

Minnesota Life Insurance Company

Statement of Variability

Policy Form 12-70232

July 2, 2012

These policy forms contain several pieces of text that are bracketed to indicate variability. This approach allows for flexibility in the product design within a pre-determine range of values in order to respond to marketplace changes or risk management needs in a timely and cost effective manner.

The client specific information at the top of page one, the contract data page, will be modified to reflect the application data collected for each contract issued.

With respect to the bracketed information on the bottom half of the contract data page, we certify that all contracts issued in a particular state during a specific time period will be issued with the same values and that no individual will be unfairly discriminated against in the application of those items. Any change or modification to current values will be limited only to new issues of the contract and will not apply to in force contracts. No change in variability will be made without prior filing and approval that in any way expands the scope of the item being changed beyond the ranges defined in this document.

The bracketed items will vary as follows:

1. **Dollar Cost Averaging (DCA) Fixed Account Options** – This will reflect the options available at the time of contract issue. The range of options may vary from 3 months to 12 months.
2. **Guaranteed Minimum Annual Interest Rate** – The rate will determined as described in the accompanying Actuarial Memorandum. Values may vary between 1.00% and 3.00%.
3. **Minimum Subsequent Purchase Payment** – The amount will initially be \$500 but may vary between \$250 and \$1,000. Amounts may be increased as a result of fixed processing costs or decreased in response to competitive needs.
4. **Maximum Cumulative Purchase Payment** – The total purchase payments accepted without home office approval will initially be set at \$1,000,000. Values may vary between \$500,000 and \$5,000,000 based on the company risk appetite.
5. **Annual Maintenance Fee** – This charge helps to offset fixed expenses related to smaller contracts. The initial value will be \$50 with a possible range of \$35 to \$75.
6. **Annual Maintenance Fee Threshold** – The threshold represents the contract size at which the Annual Maintenance Fee will no longer be applied. Currently, the value is \$50,000 with a possible range of \$50,000 to \$100,000.
7. **Administrative Charge** – This will reflect the Administrative Charge in effect on the date of issue and will be guaranteed for the life of the contract. This item may vary from 0.15% to 0.40%. The current charge is 0.15% which may increase as the result of increased costs for contract administration and client communications such as statements, prospectus and other fund related information.
8. **Mortality and Expense Risk Charge prior to Annuity Commencement** – This will reflect the Mortality and Expense Risk Charge prior to Annuity Commencement in effect on the date of issue and will be guaranteed for the life of the contract. The current charge is 1.20% with a possible range of 1.10% to 1.50%. The charge may be increased if the cost of providing mortality and expense risk guarantees increase.

9. **Mortality and Expense Risk Charge after Annuity Commencement** – This will reflect the Mortality and Expense Risk Charge after Annuity Commencement in effect on the date of issue and will be guaranteed for the life of the contract. This item may vary from 1.10% to 1.50% with a current charge of 1.20%.
10. **Optional Riders and Charges** – If optional riders are selected, information about the specific rider will appear here.

Minnesota Life Insurance Company

Statement of Variability

Policy Form 12-70233

July 2, 2012

These policy forms contain several pieces of text that are bracketed to indicate variability. This approach allows for flexibility in the product design within a pre-determine range of values in order to respond to marketplace changes or risk management needs in a timely and cost effective manner.

The client specific information at the top of page one, the contract data page, will be modified to reflect the application data collected for each contract issued.

With respect to the bracketed information on the bottom half of the contract data page, we certify that all contracts issued in a particular state during a specific time period will be issued with the same values and that no individual will be unfairly discriminated against in the application of those items. Any change or modification to current values will be limited only to new issues of the contract and will not apply to in force contracts. No change in variability will be made without prior filing and approval that in any way expands the scope of the item being changed beyond the ranges defined in this document.

The bracketed items will vary as follows:

1. **Dollar Cost Averaging (DCA) Fixed Account Options** – This will reflect the options available at the time of contract issue. The range of options may vary from 3 months to 12 months.
2. **Guaranteed Minimum Annual Interest Rate** – The rate will determined as described in the accompanying Actuarial Memorandum. Values may vary between 1.00% and 3.00%.
3. **Minimum Subsequent Purchase Payment** – The amount will initially be \$500 but may vary between \$250 and \$1,000. Amounts may be increased as a result of fixed processing costs or decreased in response to competitive needs.
4. **Maximum Cumulative Purchase Payment** – The total purchase payments accepted without home office approval will initially be set at \$1,000,000. Values may vary between \$500,000 and \$5,000,000 based on the company risk appetite.
5. **Annual Maintenance Fee** – This charge helps to offset fixed expenses related to smaller contracts. The initial value will be \$50 with a possible range of \$35 to \$75.
6. **Annual Maintenance Fee Threshold** – The threshold represents the contract size at which the Annual Maintenance Fee will no longer be applied. Currently, the value is \$50,000 with a possible range of \$50,000 to \$100,000.
7. **Administrative Charge** – This will reflect the Administrative Charge in effect on the date of issue and will be guaranteed for the life of the contract. This item may vary from 0.15% to 0.40%. The current charge is 0.15% which may increase as the result of increased costs for contract administration and client communications such as statements, prospectus and other fund related information.
8. **Mortality and Expense Risk Charge prior to Annuity Commencement** – This will reflect the Mortality and Expense Risk Charge prior to Annuity Commencement in effect on the date of issue and will be guaranteed for the life of the contract. The current charge is 1.55% with a possible range of 1.50% to 1.70%. The charge may be increased if the cost of providing mortality and expense risk guarantees increase.

9. **Mortality and Expense Risk Charge after Annuity Commencement** – This will reflect the Mortality and Expense Risk Charge after Annuity Commencement in effect on the date of issue and will be guaranteed for the life of the contract. This item may vary from 1.10% to 1.50% with a current charge of 1.20%.
10. **Optional Riders and Charges** – If optional riders are selected, information about the specific rider will appear here.

SERFF Tracking #:

MNNL-128586609

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

12-70232

State:

Arkansas

Filing Company:

Minnesota Life Insurance Company

TOI/Sub-TOI:

A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name:

MultiOption Guide Variable Annuity

Project Name/Number:

2012 Variable Annuity Forms/12-70232

Superseded Schedule Items

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

Creation Date	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
07/19/2012	Supporting Document	Flesch Certification	08/15/2012	