

State: Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: RR.VA.ABK.(0313)
Project Name/Number: RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

Filing at a Glance

Company: The Northwestern Mutual Life Insurance Company
Product Name: RR.VA.ABK.(0313)
State: Arkansas
TOI: A03I Individual Annuities - Deferred Variable
Sub-TOI: A03I.002 Flexible Premium
Filing Type: Form
Date Submitted: 12/14/2012
SERFF Tr Num: NWST-128727419
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: RR.VA.ABK.(0313)
Implementation: On Approval
Date Requested:
Author(s): Angela Hanson, Debbie Orr, Cassandra Hoefke, Lisa Kucik
Reviewer(s): Linda Bird (primary)
Disposition Date: 01/02/2013
Disposition Status: Approved-Closed
Implementation Date:
State Filing Description:

State: Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: RR.VA.ABK.(0313)
Project Name/Number: RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

General Information

Project Name: RR.VA.ABK.(0313) Status of Filing in Domicile: Pending
Project Number: RR.VA.ABK.(0313) Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Individual Market Type:
Overall Rate Impact: Filing Status Changed: 01/02/2013
State Status Changed: 01/02/2013
Deemer Date: Created By: Cassandra Hoefke
Submitted By: Cassandra Hoefke Corresponding Filing Tracking Number:

Filing Description:

We are submitting the attached forms which are individual variable annuity contracts for your review and approval. We plan to introduce these forms by the end of 2013.

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

Application form 90-1900 (0313), will be used with forms RR.VA.ABK.(0313), RR.VA.AFR.(0313), RR.VA.BBK.(0313), and RR.VA.BFR.(0313) and other previously approved annuity contract forms.

Please note that previously approved application form 90-2039 (1106) will be used to apply for form RR.VA.CNE.(0313) and previously approved application form 90-2047 (0108) will be used to apply for form RR.VA.AFB.(0313).

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

Regards,

Lisa Kucik
Product Compliance Specialist
414.665.2862

Company and Contact

Filing Contact Information

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

State: Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: RR.VA.ABK.(0313)
Project Name/Number: RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$300.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form; 6 forms are attached = \$300.00
 Per Company: No

| Company | Amount | Date Processed | Transaction # |
|--|----------|----------------|---------------|
| The Northwestern Mutual Life Insurance Company | \$300.00 | 12/14/2012 | 65772215 |

State: Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: RR.VA.ABK.(0313)
Project Name/Number: RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 01/02/2013 | 01/02/2013 |

Objection Letters and Response Letters

Objection Letters

| Status | Created By | Created On | Date Submitted |
|---------------------------|------------|------------|----------------|
| Pending Industry Response | Linda Bird | 12/19/2012 | 12/19/2012 |

Response Letters

| Responded By | Created On | Date Submitted |
|---------------|------------|----------------|
| Angela Hanson | 12/26/2012 | 12/26/2012 |

Amendments

| Schedule | Schedule Item Name | Created By | Created On | Date Submitted |
|---------------------|------------------------|------------------|------------|----------------|
| Supporting Document | Actuarial Memorandum | Lisa Kucik | 12/19/2012 | 12/19/2012 |
| Form | Enhanced Death Benefit | Cassandra Hoefke | 12/17/2012 | 12/17/2012 |
| Form | Enhanced Death Benefit | Cassandra Hoefke | 12/17/2012 | 12/17/2012 |

State: Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI: A031 Individual Annuities - Deferred Variable/A031.002 Flexible Premium
Product Name: RR.VA.ABK.(0313)
Project Name/Number: RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

Disposition

Disposition Date: 01/02/2013

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|-------------------------------|--|----------------------|---------------|
| Supporting Document | Flesch Certification | | No |
| Supporting Document | Application | | No |
| Supporting Document | Life & Annuity - Acturial Memo | | Yes |
| Supporting Document (revised) | Actuarial Memorandum | | No |
| Supporting Document | Actuarial Memorandum | Replaced | No |
| Supporting Document | Statement of Variability | | Yes |
| Supporting Document | Certification of Compliance | | Yes |
| Supporting Document | Sex Neutral Insert Pages | | Yes |
| Form | Flexible Payment Deferred Variable Annuity - Account A | | Yes |
| Form | Flexible Payment Deferred Variable Annuity - Account A | | Yes |
| Form | Flexible Payment Deferred Variable Annuity - Account A | | Yes |
| Form | Flexible Payment Deferred Variable Annuity - Account B | | Yes |
| Form | Flexible Payment Deferred Variable Annuity - Account B | | Yes |
| Form | Flexible Payment Deferred Variable Annuity - Account C | | Yes |
| Form | Enhanced Death Benefit | | Yes |
| Form | Enhanced Death Benefit | | Yes |

State: Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: RR.VA.ABK.(0313)
Project Name/Number: RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

Objection Letter

| | |
|-------------------------|---------------------------|
| Objection Letter Status | Pending Industry Response |
| Objection Letter Date | 12/19/2012 |
| Submitted Date | 12/19/2012 |
| Respond By Date | 01/21/2013 |

Dear Lisa Kucik,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments: 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:** The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: RR.VA.ABK.(0313)
Project Name/Number: RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

Response Letter

| | |
|------------------------|--------------------|
| Response Letter Status | Submitted to State |
| Response Letter Date | 12/26/2012 |
| Submitted Date | 12/26/2012 |

Dear Linda Bird,

Introduction:

Response 1

Comments:

You have our assurance that Regulation 6 has been reviewed and that we are in compliance.

Related Objection 1

Comments: 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:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,

Angela Hanson

SERFF Tracking #:

NWST-128727419

State Tracking #:

Company Tracking #:

RR.VA.ABK.(0313)

State:

Arkansas

Filing Company:

The Northwestern Mutual Life Insurance Company

TOI/Sub-TOI:

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

Product Name:

RR.VA.ABK.(0313)

Project Name/Number:

RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

Amendment Letter

Submitted Date: 12/19/2012

Comments:

We are amendnig this filing to include revisions to an incorrect form number found on the Actuarial Memorandums.

Changed Items:

No Form Schedule Items Changed.

No Rate Schedule Items Changed.

State: Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: RR.VA.ABK.(0313)
Project Name/Number: RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

Supporting Document Schedule Item Changes

Satisfied - Item: Actuarial Memorandum

Comments:

Attachment(s):

STD RR.VA.ABK.(0313) and RR.VA.BBK.(0313) - GIF1 - Nonforfeiture Demonstration (Retro and Pro).pdf
 STD RR.VA.ABK.(0313) and RR.VA.BBK.(0313) - GIF8 - Nonforfeiture Demonstration (Retro and Pro).pdf
 STD RR.VA.ABK.(0313) and RR.VA.BBK.(0313) - SepActs - Nonforfeiture Demonstration (Retro and Pro).pdf
 STD RR.VA.AFB.(0313) - GIF1 - Nonforfeiture Demonstration (Retro and Pro).pdf
 STD RR.VA.AFR.(0313) and RR.VA.BFR.(0313) - GIF1 - Nonforfeiture Demonstration (Retro and Pro).pdf
 STD RR.VA.AFR.(0313) and RR.VA.BFR.(0313) - SepActs - Nonforfeiture Demonstration (Retro and Pro).pdf
 STD RR.VA.ABK.(0313) and RR.VA.BBK.(0313) - Actuarial Memorandum.pdf
 STD RR.VA.AFB.(0313) - Actuarial Memorandum.pdf
 STD RR.VA.AFR (0313) and RR.VA.BFR (0313) - Actuarial Memorandum.pdf
 STD RR.VA.CNE.(0313) - Actuarial Memorandum.pdf

Previous Version

Satisfied - Item: Actuarial Memorandum

Comments:

Attachment(s):

*STD RR.VA.ABK.(0313) and RR.VA.BBK.(0313) - Actuarial Memorandum.pdf
 STD RR.VA.ABK.(0313) and RR.VA.BBK.(0313) - GIF1 - Nonforfeiture Demonstration (Retro and Pro).pdf
 STD RR.VA.ABK.(0313) and RR.VA.BBK.(0313) - GIF8 - Nonforfeiture Demonstration (Retro and Pro).pdf
 STD RR.VA.ABK.(0313) and RR.VA.BBK.(0313) - SepActs - Nonforfeiture Demonstration (Retro and Pro).pdf
 STD RR.VA.AFB.(0313) - Actuarial Memorandum.pdf
 STD RR.VA.AFB.(0313) - GIF1 - Nonforfeiture Demonstration (Retro and Pro).pdf
 STD RR.VA.AFR (0313) and RR.VA.BFR (0313) - Actuarial Memorandum.pdf
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 STD RR.VA.AFR.(0313) and RR.VA.BFR.(0313) - SepActs - Nonforfeiture Demonstration (Retro and Pro).pdf
 STD RR.VA.CNE.(0313) - Actuarial Memorandum.pdf*

State: Arkansas **Filing Company:** The Northwestern Mutual Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: RR.VA.ABK.(0313)
Project Name/Number: RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

Amendment Letter

Submitted Date: 12/17/2012

Comments:

We are amending this filing to include the Enhanced Death Benefit, form VA.EDB.(0313) which will be available on contract forms RR.VA.ABK.(0313), RR.VA.BBK.(0313), RR.VA.AFR.(0313), RR.VA.BFR.(0313), and RR.VA.AFB.(0313).

Form VA.EDB.CNE.(0313) (Enhanced Death Benefit) will be available on contract form RR.VA.CNE.(0313).

This optional benefit provides the contract owner the opportunity to enhance the guaranteed death benefit. The cost of the benefit is described on Page 4 of their respective contracts.

Based on the above, your continued review and approval is greatly appreciated. Should you have any questions, please contact me directly at 414-665-2862 or by email at lisakucik@northwesternmutual.com. For all email correspondence, please copy Cassandra Hoefke at cassandrahoefke@northwesternmutual.com.

Regards,

Lisa Kucik
 Product Compliance Specialist
 Changed Items:

Form Schedule Item Changes:

| Form Schedule Item Changes | | | | | | | | |
|----------------------------|------------------------|--------------------|-----------|-------------|---|-------------------|-----------------------|-----------------------------------|
| Item No. | Form Name | Form Number | Form Type | Form Action | Action Specific Data | Readability Score | Attachments | Submitted |
| 1 | Enhanced Death Benefit | VA.EDB.(0313) | POLA | Revised | Replaced Form #:VA.EDB.(0803) Previous Filing #:29967 | | VA.EDB.(0313).pdf | Date Submitted: 12/17/2012 By: |
| 2 | Enhanced Death Benefit | VA.EDB.CN E.(0313) | POLA | Revised | Replaced Form #:VA.EDB.C.NE.(1106) Previous Filing #:33102 | | VA.EDB.CNE.(0313).pdf | Date Submitted: 12/17/2012 By: |

No Rate Schedule Items Changed.

SERFF Tracking #:

NWST-128727419

State Tracking #:

Company Tracking #:

RR.VA.ABK.(0313)

State:

Arkansas

Filing Company:

The Northwestern Mutual Life Insurance Company

TOI/Sub-TOI:

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

Product Name:

RR.VA.ABK.(0313)

Project Name/Number:

RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

No Supporting Documents Changed.

State: Arkansas

Filing Company:

The Northwestern Mutual Life Insurance Company

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

Product Name: RR.VA.ABK.(0313)

Project Name/Number: RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

Form Schedule

| Lead Form Number: RR.VA.ABK.(0313) | | | | | | | | | |
|------------------------------------|----------------------|--|------------------|-----------|-------------|-------------------------|-------------------|-------------------|----------------------------|
| Item No. | Schedule Item Status | Form Name | Form Number | Form Type | Form Action | Action Specific Data | | Readability Score | Attachments |
| 1 | | Flexible Payment Deferred Variable Annuity - Account A | RR.VA.ABK.(0313) | POL | Revised | Previous Filing Number: | 29967 | 0.000 | AR RR.VA.ABK.(0313).pdf |
| | | | | | | Replaced Form Number: | RR.VA.A.BK.(0805) | | |
| 2 | | Flexible Payment Deferred Variable Annuity - Account A | RR.VA.AFB.(0313) | POL | Revised | Previous Filing Number: | 33101 | 0.000 | AR RR.VA.AFB.(0313).pdf |
| | | | | | | Replaced Form Number: | RR.VA.A.FB.(1106) | | |
| 3 | | Flexible Payment Deferred Variable Annuity - Account A | RR.VA.AFR.(0313) | POL | Revised | Previous Filing Number: | 29967 | 0.000 | AR RR.VA.AFR.(0313).pdf |
| | | | | | | Replaced Form Number: | RR.VA.A.FR.(0805) | | |
| 4 | | Flexible Payment Deferred Variable Annuity - Account B | RR.VA.BBK.(0313) | POL | Revised | Previous Filing Number: | 29967 | 0.000 | AR RR.VA.BBK.(0313).pdf |
| | | | | | | Replaced Form Number: | RR.VA.B.BK.(0805) | | |
| 5 | | Flexible Payment Deferred Variable Annuity - Account B | RR.VA.BFR.(0313) | POL | Revised | Previous Filing Number: | 29967 | 0.000 | AR RR.VA.BFR.(0313).pdf |
| | | | | | | Replaced Form Number: | RR.VA.B.FR.(0805) | | |
| 6 | | Flexible Payment Deferred Variable Annuity - Account C | RR.VA.CNE.(0313) | POL | Revised | Previous Filing Number: | 33102 | 0.000 | AR RR.VA.CNE.(0313).pdf |
| | | | | | | Replaced Form Number: | RR.VA.C.NE.(1106) | | |

State: Arkansas

Filing Company:

The Northwestern Mutual Life Insurance Company

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

Product Name: RR.VA.ABK.(0313)

Project Name/Number: RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

| Lead Form Number: RR.VA.ABK.(0313) | | | | | | | | | |
|------------------------------------|----------------------|------------------------|-------------------|-----------|-------------|-------------------------|-------------------|-------------------|-----------------------|
| Item No. | Schedule Item Status | Form Name | Form Number | Form Type | Form Action | Action Specific Data | | Readability Score | Attachments |
| 7 | | Enhanced Death Benefit | VA.EDB.(0313) | POLA | Revised | Previous Filing Number: | 29967 | | VA.EDB.(0313).pdf |
| | | | | | | Replaced Form Number: | VA.EDB.(0803) | | |
| 8 | | Enhanced Death Benefit | VA.EDB.CNE.(0313) | POLA | Revised | Previous Filing Number: | 33102 | | VA.EDB.CNE.(0313).pdf |
| | | | | | | Replaced Form Number: | VA.EDB.C.NE.(106) | | |

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 |

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

Signed at Milwaukee, Wisconsin on the Issue Date.

[*John E. Schlipke* *Raymond A. Naisuta*]
Chief Executive Officer Secretary

FLEXIBLE PAYMENT DEFERRED VARIABLE ANNUITY - ACCOUNT A

Net Purchase Payments accumulated in a Separate Account, assets of which are invested in shares of one or more mutual funds, or Guaranteed Accounts.

Contract benefits payable in one sum or as variable or guaranteed monthly income.

Variable income plan benefits described in Section 11.

Participating.

AMOUNTS ALLOCATED TO THE SEPARATE ACCOUNT DIVISIONS AND VARIABLE PAYMENTS PROVIDED BY THIS CONTRACT ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT BUT ARE VARIABLE AND MAY INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT.

THIS CONTRACT CONTAINS A MARKET VALUE ADJUSTMENT PROVISION WHICH IS APPLICABLE TO ONLY A MULTI-YEAR GUARANTEED INTEREST FUND. IF ALL OR A PORTION OF THE ACCUMULATION VALUE IS WITHDRAWN OR TRANSFERRED FROM A MULTI-YEAR GUARANTEED INTEREST FUND, THE WITHDRAWAL OR TRANSFER MAY BE ADJUSTED UPWARD OR DOWNWARD BASED ON A MARKET VALUE ADJUSTMENT FORMULA.

This Contract contains a benefit which waives the Withdrawal Charges.

Right To Return Contract. Please read this Contract carefully. The Owner may return the Contract for any reason within ten days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be cancelled and the Company will refund the sum of (a) the difference between the Purchase Payments paid and the amounts, if any, allocated to the Separate Account plus (b) the value of the Accumulation Units of the Separate Account on the effective date of return.

RR.VA.ABK.(0313)



| | |
|-------------------|-------------------|
| CONTRACT NUMBER | [00 000 000] |
| PRIMARY ANNUITANT | [John J. Doe] |
| ISSUE DATE | [August 31, 2005] |

RR.VA.ABK.(0313)

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ADDITIONAL BENEFITS (if any)

AMENDMENTS (if any)

APPLICATION

CONTRACT INFORMATION

CONTRACT NUMBER ¹[00 000 000]
PLAN Flexible Payment Variable Annuity
ADDITIONAL BENEFITS ²[Enhanced Death Benefit]
TAX REPORTING CATEGORY Pension Annuity
PRIMARY ANNUITANT ³[John J. Doe]
AGE AND SEX ⁴[35 Male]
OWNER ⁵[John J. Doe, the Annuitant]
ISSUE DATE ⁶[August 31, 2005]
CONTRACT ANNIVERSARY ⁷[August 31, 2006 and each August 31
Thereafter]
MATURITY DATE ⁸[August 31, 2068]
DIRECT BENEFICIARY ⁹[Jane K. Doe, Wife of the Annuitant]
CONTINGENT BENEFICIARY ¹⁰[John J. Doe, Jr., Son of the Annuitant]

INVESTMENT ACCOUNTS

On the Issue Date, Purchase Payments and contract values may be allocated among the following Investment Accounts. Available Separate Account Divisions and Multi-Year Guaranteed Interest Funds are subject to change. See Sections 2.1 and 3.4.
Divisions of Separate Account A:

11

Select Bond Division
Franklin Templeton International Equity Division
Money Market Division
Balanced Division
Index 500 Stock Division
Aggressive Growth Stock Division
High Yield Bond Division
Growth Stock Division
Large Cap Core Stock Division
Index 400 Stock Division
Small Cap Growth Stock Division
Russell Multi-Style Equity Division
Russell Aggressive Equity Division
Russell Non-US Division
Russell Real Estate Securities Division
Russell Core Bond Division
Asset Allocation Division
International Growth Stock Division

CONTINUED ON PAGE 3-1

CONTINUED FROM PAGE 3

Divisions of Separate Account A:

- T. Rowe Price Small Cap Value Division
- Capital Guardian Domestic Equity Division
- AllianceBernstein Mid Cap Value Division
- Janus Capital Appreciation Division
- T. Rowe Price Equity Income Division
- Fidelity VIP Mid Cap Division

Guaranteed Accounts:

- Guaranteed Interest Fund 1
- Multi-Year Guaranteed Interest Funds:
 - Guaranteed Interest Fund 8

CHARGES AND FEES

DEDUCTION FROM PURCHASE PAYMENTS:

PREMIUM TAX (See Section 7.1):

For the first Contract Year, Premium Taxes are not deducted from Purchase Payments. After the first Contract Year, the Company may deduct Premium Taxes from Purchase Payments received or benefits paid.

ANNUAL MORTALITY AND EXPENSE RISK CHARGES (See Section 2.3):

Class A Annuity and Accumulation Units:

0.50% at Issue; 0.75% Maximum

Class B Annuity and Accumulation Units:

1.25% at Issue; 1.50% Maximum

ANNUAL CONTRACT FEE (See Section 7.2):

\$30 charged on the contract anniversary. The contract fee will be waived if the Accumulation Value of the contract equals or exceeds \$25,000 on the contract anniversary.

¹²[ENHANCED DEATH BENEFIT CHARGE:

¹³[0.10%] of the Enhanced Death Benefit on each contract anniversary.]

TRANSFER FEE (See Sections 4.4 and 11.6): ¹⁴[\$0]

CONTINUED ON PAGE 4-1

CONTINUED FROM PAGE 4

CHARGES AND FEES

WITHDRAWAL CHARGE (See Section 7.4):

The first \$100,000 of Net Purchase Payments paid under the contract start in Category Eight. The next \$400,000 start in Category Four. All additional Net Purchase Payments start in Category Two. On each contract anniversary, any amount in a category moves to the next lower category until that amount reaches Category Zero. On the date on which proof of death of the Primary Annuitant is received at the Home Office, Net Purchase Payments paid prior to the date of death move to Category Zero. Except for withdrawals from a Multi-Year Guaranteed Interest Fund during the first four years of a Guaranteed Period, the Withdrawal Charge shall be the amount of the Net Purchase Payment withdrawn multiplied by the Withdrawal Charge Percentage for the applicable Withdrawal Charge Category.

| Withdrawal Charge Category | Withdrawal Charge Percentage |
|----------------------------------|------------------------------------|
| Eight | 6% |
| Seven | 6% |
| Six | 6% |
| Five | 5% |
| Four | 4% |
| Three | 3% |
| Two | 2% |
| One | 1% |
| Zero | 0% |

For amounts withdrawn from a Multi-Year Guaranteed Interest Fund during the first three years of a Guaranteed Period, the Withdrawal Charge is 6% of the Accumulation Value withdrawn. For amounts withdrawn from a Multi-Year Guaranteed Interest Fund during the fourth year of a Guaranteed Period, the Withdrawal Charge is 5% of the Accumulation Value withdrawn. Upon a withdrawal from a Multi-Year Guaranteed Interest Fund during the first four years of a Guaranteed Period, the total amount in the Withdrawal Charge Categories, starting with the highest category, is reduced by the amount withdrawn but not to an amount less than zero. For amounts withdrawn from a Multi-Year Guaranteed Interest Fund after the fourth year of a Guaranteed Period the Withdrawal Charge shall be the amount of the Net Purchase Payment withdrawn multiplied by the Withdrawal Charge Percentage for the applicable Withdrawal Charge Category.

CONTINUED ON PAGE 4-2

CONTINUED FROM PAGE 4-1

MINIMUM PURCHASE PAYMENTS, ACCUMULATION VALUE, INCOME PLANS

MINIMUM PURCHASE PAYMENT (See Section 4.1): \$25

MINIMUM ACCUMULATION VALUE (See Sections 5.2 and 9.9): \$2,000

MINIMUM PAYMENT UNDER INCOME PLAN (See Sections 9.9 and 10.1): \$50 Monthly Income.

GUARANTEED ACCOUNTS

MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE (See Section 3.2): 0.50%

INITIAL NONFORFEITURE RATE (See Section 3.5): ¹⁵[1.00%]

MAXIMUM ACCUMULATION VALUE OF THE GUARANTEED ACCOUNTS (See Section 3.7): ¹⁶[\$100,000]

MINIMUM PURCHASE PAYMENT OR TRANSFER INTO MULTI-YEAR GUARANTEED INTEREST FUND (See Section 3.4): ¹⁷[\$10,000]

TRANSACTION LIMITATION PERIOD FOR MULTI-YEAR GUARANTEED INTEREST FUNDS (See Sections 3.4 and 7.4):

Guaranteed Interest Fund 8: 4 years from the beginning of each
Guaranteed Period

SECTION 1. GENERAL TERMS AND DEFINITIONS

ACCUMULATION UNIT. A unit of measure used to determine the value of the interest of this Contract in the Separate Account prior to the date on which amounts are placed under an income plan. Accumulation Units may be Class A Accumulation Units or Class B Accumulation Units.

ACCUMULATION VALUE. The Accumulation Value of a Separate Account Division is the total value of all Accumulation Units in that Division. The Accumulation Value of the Guaranteed Accounts is the sum of amounts applied to the accounts, plus credited interest, less fees and amounts withdrawn or transferred from the accounts. The Accumulation Value of the Contract is the sum of the Accumulation Values of all Investment Accounts.

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

ANNUITY UNIT. A unit of measure used to determine the amount of variable payments under a variable income plan and the value of the interest of a variable income plan in the Separate Account. Annuity Units may be Class A Annuity Units or Class B Annuity Units.

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

BUSINESS DAY. Any day on which the New York Stock Exchange is open for trading.

COMPANY. The Northwestern Mutual Life Insurance Company.

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

CONTRACT FEE. An annual charge for administration expenses made on each contract anniversary prior to the Maturity Date.

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

DIVISION. A component of the Separate Account to which the Owner may allocate Net Purchase Payments and contract values.

GUARANTEED ACCOUNTS. The portion of the Contract that is credited with a guaranteed interest rate and which is held as part of the general assets of the Company. The Guaranteed Accounts are the Guaranteed Interest Fund 1 and the Multi-Year Guaranteed Interest Funds. The Guaranteed Accounts may consist of Class A Guaranteed Accounts and Class B Guaranteed Accounts.

GUARANTEED PERIOD. A period for which the Company has declared an annual effective interest rate on an amount in a Guaranteed Account. A Guaranteed Period will not extend beyond the Maturity Date.

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

INVESTMENT ACCOUNT. The Guaranteed Accounts and Separate Account Divisions available for allocation of Net Purchase Payments and contract values. The available Investment Accounts are listed on Page 3.

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

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

MARKET VALUE ADJUSTMENT. An adjustment that is charged or credited by the Company if all or a portion of the Accumulation Value is withdrawn or transferred from a Multi-Year Guaranteed Interest Fund.

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

NET PURCHASE PAYMENT. A Purchase Payment less all applicable deductions. Deductions may include a Premium Tax.

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

PORTFOLIOS. Mutual funds or portfolios of mutual funds in which the assets of the Separate Account are invested.

PREMIUM TAX. A tax imposed by a governmental entity when Purchase Payments are received or benefits are paid.

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

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

SEPARATE ACCOUNT. NML Variable Annuity Account A. The Separate Account consists of assets set aside by the Company, the investment performance of which is kept separate from that of the general assets and all other separate account assets of the Company.

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

TRANSFER FEE. A deduction that is made from the amount transferred between Investment Accounts.

VALUATION DATE. Any day on which the assets of the Separate Account are valued. Assets are valued as of the close of trading on the New York Stock Exchange for each day the Exchange is open.

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

WITHDRAWAL CHARGE FREE AMOUNT. For a withdrawal, the amount that can be withdrawn without a Withdrawal Charge prior to the withdrawal of Net Purchase Payments.

SECTION 2. SEPARATE ACCOUNT

2.1 SEPARATE ACCOUNT

Net Purchase Payments (see Section 4.2) and amounts transferred from other Investment Accounts under this Contract (see Section 4.4) may be applied to one or more Divisions of the Separate Account (NML Variable Annuity Account A). The Separate Account has been established by the Company. The Separate Account consists of assets set aside by the Company, the investment performance of which is kept separate from that of the general assets and all other separate account assets of the Company. The assets of the Separate Account will not be charged with liabilities arising out of any other business the Company may conduct. Interests in the Separate Account are represented by Accumulation Units and Annuity Units, described in Sections 2.2 and 11.4, respectively.

The Separate Account is comprised of the Divisions listed on Page 3. The assets allocated to these Divisions are invested in shares of the corresponding Portfolios. Shares of the Portfolios are purchased for the Separate Account at their net asset value.

The Company reserves the right to eliminate or add additional Divisions and Portfolios.

2.2 ACCUMULATION UNITS

The interest of this Contract in the Separate Account, prior to the date on which amounts become payable under an income plan, is represented by Accumulation Units. The dollar value of Accumulation Units for each Division will increase or decrease to reflect the investment experience of the Division. The value of an Accumulation Unit on any Valuation Date is the product of:

- the value on the immediately preceding Valuation Date; and
- the Net Investment Factor for the period from the immediately preceding Valuation Date up to and including the current Valuation Date (the current period).

There may be Class A and Class B Accumulation Units. The Mortality and Expense Risk Charge for each class is shown on Page 4.

2.3 NET INVESTMENT FACTOR

For each Division of the Separate Account the Net Investment Factor for the current period is one plus the net investment rate for that Division. The net investment rate for the current period is equal to the gross investment rate for the Division reduced on each Valuation Date by a Mortality and Expense Risk Charge. The charge for these risks on the Issue Date is shown on Page 4. The Company may increase or decrease the charge after the Issue Date, but the Company may not increase the charges to exceed the maximum charges shown on Page 4.

The gross investment rate for the current period for each Division is equal to a. divided by b. where:

a. is:

- the investment income of the Division for the current period; plus
- capital gains for the period, whether realized or unrealized, on the assets of the Division; less
- capital losses for the period, whether realized or unrealized, on the assets of the Division; less
- deduction for any tax liability paid or reserved for by the Company resulting from the maintenance or operation of the Division; and less

- any reasonable expenses paid or reserved for by the Company which result from a substitution of other securities for shares of the Portfolio(s) as set forth in Section 2.4; and

b. is the value of the assets in the Division on the immediately preceding Valuation Date.

The gross investment rate may be positive or negative. The deduction for any tax liability may be charged proportionately against those contracts to which the liability is attributable by a reduction in the gross investment rate for those contracts.

2.4 SUBSTITUTION AND CHANGE

Pursuant to the authority of the Board of Trustees of the Company:

- the assets of the Division may be invested in securities other than shares of the Portfolio(s) as a substitute for those shares already purchased or as the securities to be purchased in the future; and
- the provisions of the Contracts may be modified to comply with any other applicable federal or state laws.

In the event of a substitution or change, the Company may make appropriate endorsement on this and other contracts having an interest in the Separate Account and take other actions as may be necessary to effect the substitution or change will be subject to any required approval of the Commissioner of Insurance for the state of Wisconsin, and filing with the state in which this Contract is issued.

SECTION 3. GUARANTEED ACCOUNTS

3.1 GUARANTEED ACCOUNTS

Net Purchase Payments (see Section 4.2) and amounts transferred from other Investment Accounts under this Contract (see Section 4.4) may be applied to a Guaranteed Account. Contract benefits placed under a variable income plan cannot be applied to a Guaranteed Account. Amounts applied to a Guaranteed Account become part of the general assets of the Company.

3.2 ACCUMULATION VALUE

The Accumulation Value of each Guaranteed Account is the sum of the amounts applied to it, plus credited interest, less fees and any amounts withdrawn or transferred from that Account. Interest begins to accrue on the effective date of the Purchase Payment or transfer (see Section 4.6). There may be Class A and Class B Guaranteed Accounts.

Interest will be credited at an annual effective interest rate of not less than the minimum guaranteed annual effective interest rate stated on Page 4. Higher rates for each Guaranteed Account may be declared by the Company from time to time for Guaranteed Periods set by the Company. The declared rate for a Class A Guaranteed Account will always equal or exceed the declared rate for the corresponding Class B Guaranteed Account for the same Guaranteed Period.

3.3 TRANSFER RESTRICTIONS

Transfers of Accumulation Value into a Guaranteed Account will not be allowed for a period of 90 days following the most recent transfer of Accumulation Value from that Guaranteed Account.

Transfers of Accumulation Value from a Guaranteed Account will not be allowed for a period of 365 days following the most recent transfer of Accumulation Value from that Guaranteed Account.

The maximum amount of the Accumulation Value that may be transferred from a Guaranteed Account in one transfer is limited to the greater of:

- 25% of the Accumulation Value of that Guaranteed Account on the last contract anniversary preceding the transfer; or
- the amount of the most recent transfer from that Guaranteed Account.

However, in no event will this maximum transfer amount be less than \$1,000 or greater than \$50,000.

3.4 MULTI-YEAR GUARANTEED INTEREST FUNDS

No amount less than the Minimum Purchase Payment or Transfer into Multi-Year Guaranteed Interest Fund, as shown on Page 4, may be applied without prior consent of the Company. No amount may be applied to a Multi-Year Guaranteed Interest Fund if the Company is not offering a Guaranteed Period that would end on or before the Maturity Date. If an amount has been applied to a Multi-Year Guaranteed Interest Fund, no additional amounts may be applied to a Multi-Year Guaranteed Interest Fund without prior consent of the Company. The Company reserves the right to add or eliminate Multi-Year Guaranteed Interest Funds for subsequent Purchase Payments, transfers or upon expiration of a Guaranteed Period.

Transfers of Accumulation Value from a Multi-Year Guaranteed Interest Fund will not be allowed during that fund's Transaction Limitation Period as shown on Page 4.

Notwithstanding the transfer restrictions in Section 3.3, upon the expiration of a Guaranteed Period for a Multi-Year Guaranteed Interest Fund, the Accumulation Value of that Multi-Year Guaranteed Interest Fund will be allocated to an Investment Account selected by the Owner. If no Investment Account is selected, the Accumulation Value of that Multi-Year Guaranteed Interest Fund will be allocated 100% to the Money Market Division. This transfer shall not be considered a transfer for purposes of the transfer restrictions in Section 3.3.

3.5 NONFORFEITURE RATE

The initial nonforfeiture rate is shown on Page 4. The nonforfeiture rate will be redetermined (a) at the start of any Guaranteed Period unless there is an amount in a Multi-Year Guaranteed Interest Fund within its Guaranteed Period, and (b) eight years from the most recent previous redetermination or, if there has been no previous redetermination, from the Issue Date.

Upon redetermination, the nonforfeiture rate will equal the greater of (a) the minimum nonforfeiture rate required by law as of the Issue Date or (b) the Five Year Constant Maturity Treasury Rate reported by the Federal Reserve as of the second-to-last Valuation Date of the month preceding the month of redetermination, rounded to the nearest .05%, minus 1.25%, but not more than 3%.

3.6 MARKET VALUE ADJUSTMENT

A Market Value Adjustment will be charged or credited by the Company if all or a portion of the value in a Multi-Year Guaranteed Interest Fund is withdrawn or transferred prior to the end of the Guaranteed Period. However, after the death of the Primary Annuitant a Market Value Adjustment will not be charged or credited for the remainder of the Guaranteed Period in effect on the date of death.

The Market Value Adjustment will equal:

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

A = the Accumulation Value being withdrawn or transferred from a Multi-Year Guaranteed Interest Fund;

B = the Constant Maturity Treasury Rate reported by the Federal Reserve as of the second-to-last Valuation Date of the month preceding the month in which the declared interest rate first became effective for the duration nearest the length of the applicable Guaranteed Period;

C = the Constant Maturity Treasury Rate reported by the Federal Reserve as of the second-to-last Valuation Date of the month preceding the month of the withdrawal or transfer for the duration nearest the time remaining in the applicable Guaranteed Period but not less than one year; and

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

In the determination of the Market Value Adjustment, a period whose length is exactly half-way between periods for which a Constant Maturity Treasury Rate is reported will be considered to be nearer to the shorter duration, but not less than one year.

The Market Value Adjustment will not increase or decrease values by more than a proportionate allocation of the excess, if any, of the interest credited to the Multi-Year Guaranteed Interest Fund since the beginning of the Guaranteed Period in which such amount is transferred or withdrawn to the date of the transfer or withdrawal, over the interest that would have been credited if the interest rate declared by the Company had equaled the nonforfeiture rate during that same time period.

3.7 MAXIMUM ACCUMULATION VALUE OF THE GUARANTEED ACCOUNTS

The Accumulation Value of the Guaranteed Accounts may not exceed the Maximum Accumulation Value of the Guaranteed Accounts as shown on Page 4 without prior consent of the Company, except when the maximum is exceeded because of interest accruing to the Guaranteed Accounts.

3.8 GUARANTEED VALUES

The cash value of the Guaranteed Accounts will not be less than the Minimum Value.

The Minimum Value equals:

- an accumulation, at the nonforfeiture rate, of 87.5% of the amounts applied to the Guaranteed Accounts; less
- an accumulation, at the nonforfeiture rate, of the cash value of amounts withdrawn from the Guaranteed Accounts without regard to any positive Market Value Adjustments; less
- an accumulation, at the nonforfeiture rate, of adjustments made to the Minimum Value for each transfer from the Guaranteed Accounts to the Separate Account, where each adjustment equals the amount transferred, adjusted for any negative Market Value Adjustment, less any excess of the Withdrawal Charge applicable to the Guaranteed Account immediately before the transfer over the Withdrawal Charge applicable to the Guaranteed Account after the transfer.

Guaranteed values are at least as great as those required by the state in which this Contract is delivered.

SECTION 4. PURCHASE PAYMENTS, TRANSFERS, WITHDRAWALS

4.1 PAYMENT OF PURCHASE PAYMENTS

All Purchase Payments are payable at the Home Office or to an authorized agent. A receipt signed by an officer of the Company will be furnished on request.

Purchase Payments may be made at any time prior to the death of an Owner and prior to the Maturity Date. Purchase Payments may be made after the death of an Owner only if the new Owner of the Contract is the surviving spouse of the deceased Owner. The Owner may vary the amount of Purchase Payments, but no Purchase Payment may be less than the Minimum Purchase Payment shown on Page 4. Total Purchase Payments may not exceed \$5,000,000 without the consent of the Company.

The Company will not accept any Purchase Payment under Section 4 unless it is a contribution under a pension or profit sharing plan which meets the requirements of Section 401 of the Internal Revenue Code of 1954, as amended, or the requirements for deduction of the employer's contribution under Section 404(a)(2) of such code.

4.2 APPLICATION OF PURCHASE PAYMENTS

Each Purchase Payment, net of Premium Taxes, will be applied to one or more Investment Accounts. Net Purchase Payments purchase Class B Accumulation Units or are applied to Class B Guaranteed Accounts. Accumulation Units are credited as of the effective date of the Net Purchase Payment. Net Purchase Payments applied to the Guaranteed Accounts will accrue interest from the effective date of the Purchase Payment.

The number of Accumulation Units will be determined by dividing the Net Purchase Payment by the value of an Accumulation Unit on the effective date. This number of Accumulation Units will not be changed by any subsequent change in the dollar value of Accumulation Units.

4.3 SELECTION OF INVESTMENT ACCOUNT FOR PURCHASE PAYMENTS

The Owner may change the allocation of Net Purchase Payments among the Investment Accounts by written notice to the Company. Net Purchase Payments received at the Home Office on or after the date on which notice is received will be applied to the designated Investment Accounts on the basis of the new allocation.

4.4 TRANSFER OF ACCUMULATION VALUE

Before the Maturity Date the Owner may, on request satisfactory to the Company, transfer amounts from one Investment Account to another, subject to the transfer restrictions described

in Sections 3.3 and 3.4. If the transfer is from a Multi-Year Guaranteed Interest Fund, a Market Value Adjustment will be charged or credited, if applicable, as described in Section 3.6.

For transfers among the Separate Account Divisions, the number of Accumulation Units to be applied or deducted will be adjusted to reflect the respective value of the Accumulation Units in each of the Divisions on the date the transfer is effective.

For transfers from a Guaranteed Account, amounts closest to the end of the Guaranteed Period will be removed first. In the event that two amounts are equally close to the end of the Guaranteed Period, the one which was applied to the Guaranteed Account earlier will be removed first.

Any transfers of Class A Accumulation Value purchase Class A Accumulation Units or are applied to Class A Guaranteed Accounts. Any transfers of Class B Accumulation Value purchase Class B Accumulation Units or are applied to Class B Guaranteed Accounts.

A Transfer Fee may be deducted from the amount transferred. The maximum amount of the Transfer Fee is shown on Page 4. The minimum amount that may be transferred is the lesser of \$100 or the entire Accumulation Value of the Investment Account from which the transfer is being made.

A transfer request is subject to limitation or modification if the Company determines that the transfer would be to the disadvantage of other contract Owners with interests in the Separate Account Divisions or if required by applicable laws or regulations. The limitation or modification may be applied to transfers to and/or from the Separate Account Divisions and could include but not be limited to:

- limiting the number of transfers allowed in a Contract Year;
- the requirement of a minimum time period between each transfer;
- limiting the dollar amount that may be transferred between or among the Separate Account Divisions in any one day;
- requiring that a transfer request be submitted in a particular form and/or by a specific process.

The Company reserves the right to modify or eliminate any transfer request process (including without limitation transfer requests via the Internet, via facsimile, or by telephone) for some or all contract Owners as the Company deems appropriate.

4.5 WITHDRAWALS AND FULL SURRENDER

Before the Maturity Date the Owner may, on request satisfactory to the Company, withdraw all or a portion of the Accumulation Value of the Contract. The Company may require that the Minimum Accumulation Value shown on Page 4 remain after a partial withdrawal. Withdrawal of the entire value of the Contract constitutes a full surrender, and receipt of the Contract at the Home Office will terminate this Contract. Receipt of the Contract may be waived by the Company.

The cash value of the amount withdrawn will be the Accumulation Value withdrawn determined as of the date the withdrawal is effective, less any applicable Withdrawal Charge. The Withdrawal Charge is described in Section 7.4. If the surrender or withdrawal is from a Multi-Year Guaranteed Interest Fund, a Market Value Adjustment will be charged or credited, if applicable, as described in Section 3.6.

The term "withdrawal amounts" as used in this Contract includes amounts paid as full surrenders and withdrawals of a portion of the Accumulation Value of the Contract.

Withdrawals from the Guaranteed Accounts will be withdrawn in accordance with the Order of Withdrawal provisions of Section 7.4. Subject to that order of withdrawal, the first amounts withdrawn from a Class A Guaranteed Account or a Class B Guaranteed Account, whichever are applicable, will be those amounts closest to the end of the Guaranteed Period. In the event that two amounts are equally close to the end of the Guaranteed Period, the one which was applied to the Guaranteed Account earlier will be removed first.

4.6 EFFECTIVE DATE

The effective date of the initial Purchase Payment is the date the initial Purchase Payment is applied under the Contract. The initial Purchase Payment shall be applied no later than two Business Days after the Valuation Date on which the initial Purchase Payment has been received at the Home Office if a properly completed Application for Deferred Annuity has also been received at the Home Office.

If the Application is incomplete and is not properly completed within five Business Days after receipt of the initial Purchase Payment, the initial Purchase Payment shall be returned, unless the applicant specifically consents to the Company retaining the Purchase Payment until the Application is made complete.

The effective date of a subsequent Purchase Payment, transfer or withdrawal is the Valuation Date on which the subsequent Purchase Payment or the request for transfer or withdrawal is received at the Home Office.

The Valuation Date referred to in this Section shall mean the following Valuation Date if the Purchase Payment, request for transfer or withdrawal is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

The Company may reject any application or Purchase Payment for any reason permitted by law. The Company may also be required to provide additional information about an applicant, Owner and an Owner's account to government regulators.

SECTION 5. BENEFITS

5.1 MATURITY BENEFIT

If the Annuitant is living on the Maturity Date shown on Page 3, the Company will pay a monthly income under an income plan chosen by the Owner.

The amount of the monthly income paid as the maturity benefit will depend on the income plan chosen (see Section 11) and the maturity value. The maturity value of this Contract will be the Accumulation Value of the Contract on the effective date of the maturity benefit, less any

applicable Withdrawal Charge (see Section 7.4). The maturity benefit will be effective on the Maturity Date. However, if the New York Stock Exchange is closed on the Maturity Date, the effective date will be the Valuation Date next preceding the Maturity Date.

If no income plan is chosen at the time a monthly income becomes payable, payments will be made under the variable payment form of Single Life Income plan, with payments certain for ten years, as described in Section 11.2.

5.2 DEATH BENEFIT IF ANNUITANT IS AN OWNER

If the Annuitant is an Owner, the Beneficiary becomes entitled to the death benefit upon receipt at the Home Office of satisfactory proof of the death of the Annuitant before the Maturity Date. The death benefit will be the Accumulation Value of the Contract determined on the effective date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

If the Beneficiary becomes entitled to the death benefit due to the death of the Primary Annuitant prior to the Primary Annuitant's 75th birthday, the death benefit will not be less than:

- total Purchase Payments paid under the Contract; less
- an adjustment for every withdrawal made under Section 4.5. The adjustment for each withdrawal equals (a) times (b), where:
 - (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately before the withdrawal; and
 - (b) = total Purchase Payments paid under the Contract prior to the withdrawal less all adjustments for prior withdrawals.

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

If a Beneficiary becomes entitled to the death benefit in an amount less than the Minimum Accumulation Value shown on Page 4, the Accumulation Value will be distributed to the Beneficiary.

The cash value of any amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

5.3 DEATH BENEFIT IF ANNUITANT IS NOT AN OWNER

If the Annuitant is not an Owner, upon the death of the Annuitant the Contract continues with the Contingent Annuitant (Section 6.5) as the new Annuitant. The death benefit will be the Accumulation Value of the Contract determined on the effective date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

If the Primary Annuitant dies prior to the Primary Annuitant's 75th birthday, the death benefit will not be less than:

- total Purchase Payments paid under the Contract; less
- an adjustment for every withdrawal made under Section 4.5. The adjustment for each withdrawal equals (a) times (b), where:
 - (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately before the withdrawal; and
 - (b) = total Purchase Payments paid under the Contract prior to the withdrawal less all adjustments for prior withdrawals.

As of the effective date, the Accumulation Value of the Contract will be set at an amount equal to the death benefit.

SECTION 6. BENEFICIARIES AND CONTINGENT ANNUITANTS

6.1 CHANGING THE BENEFICIARY

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

6.2 SUCCESSION OF INTEREST OF BENEFICIARIES

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

6.3 TRUSTEE AS BENEFICIARY

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

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

6.4 GENERAL

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

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

6.5 NAMING AND CHANGING A CONTINGENT ANNUITANT

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

SECTION 7. CHARGES, FEES AND CONVERSION

7.1 PREMIUM TAXES

The Company may deduct Premium Taxes incurred from Purchase Payments received.

7.2 CONTRACT FEE

On each contract anniversary prior to the Maturity Date, a Contract Fee will be charged for administrative expenses. The amount of the Contract Fee is shown on Page 4. The Contract Fee will be deducted from the Investment Accounts, other than the Multi-Year Guaranteed Interest Funds, in proportion to the Accumulation Value of those Investment Accounts. In the event the Accumulation Value in accounts other than the Multi-Year Guaranteed Interest Funds is insufficient to pay the Contract Fee, the Contract Fee will be deducted from the Accumulation Value of the Multi-Year Guaranteed Interest Funds.

The effective date of the Contract Fee will be the contract anniversary. However, if the New York Stock Exchange is closed on the contract anniversary, the effective date will be the next following Valuation Date.

7.3 CONVERSION OF INVESTMENT ACCOUNTS

On a contract anniversary some Class B Accumulation Units may convert to Class A Accumulation Units and a portion of Class B Guaranteed Accounts may convert to Class A Guaranteed Accounts. The amounts that will be converted are dependent on the conversion of Net Purchase Payments.

On a contract anniversary, a Net Purchase Payment converts if:

- the total Accumulation Value of the Contract exceeds \$25,000;
- the Net Purchase Payment has not previously converted; and
- the Net Purchase Payment is in the zero Withdrawal Charge category.

If a Net Purchase Payment converts, a conversion percentage is calculated. The conversion percentage equals the greater of:

- the Net Purchase Payments converting divided by all Net Purchase Payments not already converted; and
- the Net Purchase Payments converting divided by the value of all Class B Accumulation Units and Class B Guaranteed Accounts, but in no event more than 100%.

A percentage of Class B Accumulation Units in each Division(s), equal to the conversion percentage, will convert to Class A Accumulation Units in the same Division(s). The number of Accumulation Units will be adjusted to reflect the respective value of the Accumulation Units on the date of the conversion.

A percentage of each Class B Guaranteed Account, equal to the conversion percentage, will convert to a corresponding Class A Guaranteed Account beginning with the amounts closest to the end of the Guaranteed Period. For the remainder of the Guaranteed Period, such amounts will be credited with interest at the rates applicable to amounts in the Class A Guaranteed Account as of the date the interest rate was declared.

7.4 WITHDRAWAL CHARGE

Conditions. Maturity benefits and withdrawals are subject to a Withdrawal Charge described on Page 4. There is no Withdrawal Charge on withdrawals paid under a variable Life Income Plan.

Calculations. Except for withdrawals from a Multi-Year Guaranteed Interest Fund during that fund's Transaction Limitation Period as shown on Page 4, the amount of the Withdrawal Charge is equal to the sum of the Withdrawal Charges on all Net Purchase Payments. The Withdrawal Charge on a Net Purchase Payment is equal to the Withdrawal Charge percentage on the date the Withdrawal Charge is determined, multiplied by the amount of the Net Purchase Payment. The Withdrawal Charge Percentages are shown on Page 4.

For withdrawals from a Multi-Year Guaranteed Interest Fund during that fund's Transaction Limitation Period as shown on Page 4:

- the Withdrawal Charge is a percentage of the Accumulation Value withdrawn as shown on Page 4.
- the Withdrawal Charge applies during the initial Guaranteed Period and during all subsequent Guaranteed Periods.
- there is no Withdrawal Charge after the death of the Primary Annuitant for the remainder of the Guaranteed Period in effect on the date of death.

For all withdrawals, Withdrawal Charges are determined:

- for maturity benefits, as of the Maturity Date.

- for withdrawals under Section 4.5, as of the effective date of the withdrawal.
- for withdrawals from income plans, as of the effective date of the withdrawal.

Withdrawal Charge Free Amount. If the Accumulation Value of the Contract is at least \$10,000 on the most recent contract anniversary preceding a withdrawal under Section 4.5, then the amount eligible for the Withdrawal Charge Free Amount for each Contract Year is 10% of the Class B Accumulation Value of the Contract on the most recent contract anniversary preceding the withdrawal. The Withdrawal Charge Free Amount is not available for amounts withdrawn from a Multi-Year Guaranteed Interest Fund during that fund's Transaction Limitation Period as shown on Page 4.

Order of Withdrawal. A withdrawal will be taken from the Contract in the following order:

- first, any amount being withdrawn from a Multi-Year Guaranteed Interest Fund during that fund's Transaction Limitation Period as shown on Page 4;
- next, from the Withdrawal Charge Free Amount, if any;
- next, from the Class A Accumulation Value of the Contract;
- next, from the Net Purchase Payments which have not been converted under Section 7.3, in the order that produces the lowest Withdrawal Charge; and
- last, from any remaining Accumulation Value of the Contract.

SECTION 8. OWNERSHIP

8.1 THE OWNER

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

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

8.2 TRANSFER OF OWNERSHIP

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

8.3 NAMING AND CHANGING A SUCCESSOR OWNER

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

8.4 COLLATERAL ASSIGNMENT

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

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

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 8.2.

8.5 REPORTS TO OWNERS

At least once each Contract Year, the Company will also send to the Owner or payee a statement of the Accumulation Values of the Investment Accounts, the number of units credited to the Contract, the dollar value of a unit as of a date not more than two months previous to the date of mailing, and a statement of the investments held by the Separate Account. The statement will also show the Cash Surrender Value and the Market Value Adjustment amount used to determine the Cash Surrender Value.

8.6 TRANSFERABILITY RESTRICTIONS

Notwithstanding any other provisions of this Contract, the Owner may not:

- change the ownership of the Contract; or
- sell the Contract, or assign or pledge the Contract as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than the Company.

These restrictions will not apply if the Owner is:

- the trustee of an employee trust that is qualified under the Internal Revenue Code; or
- the custodian of a custodial account treated as an employee trust that is qualified under the Internal Revenue Code.

The restrictions do not preclude the employer under a nontrusteed plan from transferring ownership of this Contract to the Annuitant or to the employer or trustee under another plan or trust when required by the plan.

SECTION 9. THE CONTRACT

9.1 GUARANTEES

The Company guarantees that mortality and expense results will not adversely affect the amount of variable payments.

9.2 VALUATION OF SEPARATE ACCOUNT ASSETS

The value of the shares of each Portfolio held in the Separate Account on each Valuation Date will be the redemption value of the shares on that date. If the right to redeem shares of a Portfolio has been suspended, or payment of the redemption value has been postponed, the shares held in the Separate Account (and Annuity Units) may be valued at fair value as determined in good faith by the Board of Trustees of the Company for the sole purpose of computing annuity payments.

9.3 DETERMINATION OF SEPARATE ACCOUNT VALUES

The method of determination by the Company of the Net Investment Factor, and the number and value of Accumulation Units and Annuity Units, will be conclusive upon the Owner, any assignee, the Annuitant, and any Beneficiary.

9.4 DEFERMENT OF BENEFIT PAYMENTS

Separate Account Divisions. The Company reserves the right to defer determination of the contract values of the Separate Account portion of this Contract, or the payment of benefits under a variable income plan, until after the end of any period during which the right to redeem shares of a Portfolio is suspended, or payment of the redemption value is postponed. Any deferment would be in accordance with the provisions of the Investment Company Act of 1940 by reason of closing of, or restriction of trading on, the New York Stock Exchange, or other emergency, or as otherwise permitted by the Act. In addition, the Company reserves the right to defer payment of contract values until seven days after the end of any deferment in the determination of contract values.

Guaranteed Accounts. The Company may defer paying contract values from Guaranteed Accounts for up to six months from the effective date of the withdrawal or full surrender. If payment is deferred for 30 days or more, interest will be paid on the withdrawal amounts at an annual effective interest rate in accordance with the laws of the state in which this Contract is delivered.

9.5 DIVIDENDS

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

Any dividend credited prior to the Maturity Date will be applied on the effective date as a Net Purchase Payment unless the Owner elects to have the dividend paid in cash. The effective date of the dividend will be the contract anniversary. However, if the New York Stock Exchange is closed on the contract anniversary, the effective date will be the next following Valuation Date.

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

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

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

9.6 INCONTESTABILITY

The Company will not contest this Contract after it has been in force during the lifetime of the Annuitant for two years from the Issue Date. This Issue Date is shown on Page 3.

9.7 MISSTATEMENTS

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

9.8 ENTIRE CONTRACT; CHANGES

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

All payments by the Company under this Contract are payable at its Home Office.

Assets of the Separate Account are owned by the Company and the Company is not a trustee with respect thereto. The Company may from time to time adjust the amount of assets contained in the Separate Account, by periodic withdrawals or additions, to reflect the contract deductions and the Company's reserves for this and other similar contracts.

This Contract is subject to the laws of the state in which it is delivered. All benefits are at least as great as those required by that state.

9.9 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if:

- prior to the Maturity Date no Purchase Payments have been received under the Contract for a period of two full years and each of the following is less than the Minimum Accumulation Value shown on Page 4:
 - a. the Accumulation Value of the Contract; and
 - b. total Purchase Payments paid under the Contract, less any amounts withdrawn under Section 4.5; or
- on the Maturity Date the Accumulation Value of the Contract is less than the Minimum Accumulation Value shown on Page 4 or would provide an initial monthly income which is less than the minimum payment amount shown on Page 4.

SECTION 10. PAYMENT OF CONTRACT BENEFITS

10.1 PAYMENT OF BENEFITS

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

- a variable income plan;
- a fixed income plan; or
- in cash.

The provisions and rates for variable and fixed income plans are described in Section 11.

10.2 DEATH BENEFIT

A Beneficiary entitled to the death benefit upon the death of an Annuitant may elect to receive the Accumulation Value under an income plan or in cash provided no income plan was elected by the Owner. The death benefit will not be less than the cash value. The cash amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

SECTION 11. INCOME PLANS

11.1 INCOME PLAN ELECTIONS

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

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

Effective Date. If the Annuitant is an Owner, an income plan that is elected by the Owner for the death benefit will take effect on the date proof of death of the Annuitant is received at the Home Office. An income plan that is elected for the maturity benefit will take effect on the Maturity Date. In all other situations, an income plan that is

elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

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

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

11.2 INCOME PLAN OFFERINGS

The Company will make available the following income plans:

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

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

These income plans are available on either a fixed or variable basis. Under a fixed income plan the payment remains level. Under a variable income plan the payment will increase or decrease as described in Section 11.5.

Other Selections. The Company may offer additional income plans.

11.3 ALLOCATION OF BENEFITS

Upon election of a variable income plan, the Owner or Beneficiary may select the allocation of variable benefits among the Divisions.

If no selection is made, the allocation of benefits will be as follows:

- for amounts in the Separate Account Divisions, benefits will be allocated in proportion to the Accumulation Value of each Division on the effective date of the variable income plan; and
- for amounts in the Guaranteed Accounts, benefits will be allocated 100% to the Money Market Division.

11.4 ANNUITY UNITS UNDER VARIABLE INCOME PLANS

The interest of this Contract in the Separate Account after the effective date of a variable income plan is represented by Annuity Units. There may be Class A Annuity Units and Class B Annuity Units. The Mortality and Expense Risk Charge used to calculate the Net Investment Factor for each class is shown on Page 4.

The dollar value of Annuity Units for each Division will increase or decrease to reflect the investment experience of the Division. The value of an Annuity Unit on any Valuation Date is the product of:

- the Annuity Unit value on the immediately preceding Valuation Date;
- the Net Investment Factor for the period from the immediately preceding Valuation Date up to and including the current Valuation Date (the current period); and
- the Daily Adjustment Factor of .99990575 raised to a power equal to the number of days in the current period to reflect the Assumed Investment Rate of 3.50% used in calculating the monthly payment rate.

11.5 PAYMENTS UNDER VARIABLE INCOME PLANS

First Payment. The first payment under a variable income plan will be due as of the effective date of the income plan.

The amount of the first payment is the sum of payments from each Division, each determined by multiplying the benefits allocated to the Division under the variable income plan by the applicable monthly variable payment rate per \$1,000 of benefits.

Number of Annuity Units. The number of Annuity Units in each Division under a variable income plan is determined by dividing the amount of the first payment payable from the Division by the Annuity Unit value for the Division at the close of business on the effective date of the variable income plan. Class A Accumulation Value purchases Class A Annuity Units and Class B Accumulation Value purchases Class B Annuity Units. The number of Annuity Units will not be changed by any subsequent change in the dollar value of Annuity Units.

Subsequent Variable Payments. The amount of each subsequent payment from each Division under a variable income plan will increase or decrease in accord with the increase or decrease in the value of an Annuity Unit which reflects the investment experience of that Division of the Separate Account.

The amount of subsequent variable payments is the sum of payments from each Division, each determined by multiplying the fixed number of Annuity Units for the Division by the value of an Annuity Unit for the Division on:

- the fifth Valuation Date prior to the payment due date if the payment due date is a Valuation Date; or
- the sixth Valuation Date prior to the payment due date if the payment due date is not a Valuation Date.

11.6 TRANSFERS INVOLVING VARIABLE INCOME PLANS

A Beneficiary receiving payments under a variable income plan may transfer Annuity Units from one Division to another. Any transfers of Class A Annuity Units purchase Class A Annuity Units. Any transfers of Class B Annuity Units purchase Class B Annuity Units. The number of Annuity Units in each Division will be adjusted to reflect the respective value of the Annuity Units in the Divisions on the date the transfer is effective.

A Transfer Fee may be deducted from the amount transferred. The amount of the Transfer Fee is shown on Page 4. Transfers from the Money Market Division may be made at any time. No transfer from the other Divisions may be made within 90 days of the effective date of a variable income plan or within 90 days from the effective date of the last transfer.

A transfer will be effective on the Valuation Date on which a satisfactory transfer request is received in the Home Office, or a later date if requested. However, the transfer will be effective on the following Valuation Date if the request is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

11.7 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

11.8 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

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

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

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

11.9 INCOME PLAN RATES

Fixed Income Plan Rates. Payments under a fixed income plan will be based on rates declared by the Company that will not be less than the rates shown in the Payment Rate Tables. The declared rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract.

Variable Income Plan Rates. The Company may from time to time declare higher initial rates for variable income plans under this Contract. These higher rates will not be available to increase payments under income plans already in effect. If the higher initial rate is used, the Daily Adjustment Factor described in Section 11.4 will be determined based on the Assumed Investment Rate used in calculating the alternate payment rate.

Payment Rate Tables. The guaranteed monthly payment rates for both a fixed income plan and the first payment under a variable income plan are shown in the Payment Rate Tables. The tables show rates for the Life Income Plans and are based on the sex and adjusted age of any individual upon whose life payments depend. The adjusted age is:

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

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

The rates shown in the Payment Rate Tables are calculated on a guaranteed basis. For Life Income Plans that take effect later than the twelfth contract anniversary, the adjusted age calculation causes a reduction in the guaranteed benefit from what it would have been had the Contract not yet passed its twelfth contract anniversary.

Subsequent fixed annuity payments under a Life Income Plan will remain level unless the plan that is elected dictates otherwise.

PAYMENT RATE TABLES
Monthly Income Payments per \$1,000 of Benefits
First Payment Under Variable Income Plan

SINGLE LIFE INCOME PLAN

| SINGLE LIFE MONTHLY PAYMENTS | | | | | | | |
|------------------------------|-----------------------|---------|---------|----------------------------|-----------------------|---------|---------|
| MALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | | FEMALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | |
| | ZERO | 10 | 20 | | ZERO | 10 | 20 |
| 55 | \$ 4.08 | \$ 4.05 | \$ 3.96 | 55 | \$ 3.97 | \$ 3.95 | \$ 3.88 |
| 56 | 4.15 | 4.12 | 4.02 | 56 | 4.03 | 4.01 | 3.94 |
| 57 | 4.22 | 4.19 | 4.07 | 57 | 4.10 | 4.07 | 3.99 |
| 58 | 4.30 | 4.26 | 4.13 | 58 | 4.17 | 4.14 | 4.05 |
| 59 | 4.39 | 4.34 | 4.20 | 59 | 4.25 | 4.21 | 4.11 |
| 60 | 4.47 | 4.42 | 4.26 | 60 | 4.33 | 4.29 | 4.17 |
| 61 | 4.57 | 4.50 | 4.33 | 61 | 4.41 | 4.37 | 4.23 |
| 62 | 4.67 | 4.60 | 4.40 | 62 | 4.50 | 4.45 | 4.30 |
| 63 | 4.77 | 4.69 | 4.47 | 63 | 4.60 | 4.54 | 4.37 |
| 64 | 4.89 | 4.79 | 4.54 | 64 | 4.70 | 4.64 | 4.44 |
| 65 | 5.01 | 4.90 | 4.61 | 65 | 4.81 | 4.74 | 4.51 |
| 66 | 5.14 | 5.02 | 4.69 | 66 | 4.93 | 4.84 | 4.59 |
| 67 | 5.28 | 5.14 | 4.76 | 67 | 5.06 | 4.96 | 4.66 |
| 68 | 5.43 | 5.27 | 4.83 | 68 | 5.19 | 5.08 | 4.73 |
| 69 | 5.59 | 5.41 | 4.91 | 69 | 5.34 | 5.21 | 4.81 |
| 70 | 5.77 | 5.56 | 4.98 | 70 | 5.49 | 5.34 | 4.88 |
| 71 | 5.96 | 5.72 | 5.05 | 71 | 5.67 | 5.49 | 4.95 |
| 72 | 6.17 | 5.89 | 5.11 | 72 | 5.85 | 5.65 | 5.01 |
| 73 | 6.40 | 6.06 | 5.17 | 73 | 6.05 | 5.81 | 5.08 |
| 74 | 6.65 | 6.25 | 5.22 | 74 | 6.27 | 5.99 | 5.14 |
| 75 | 6.92 | 6.44 | 5.27 | 75 | 6.51 | 6.17 | 5.19 |
| 76 | 7.22 | 6.64 | 5.31 | 76 | 6.77 | 6.36 | 5.24 |
| 77 | 7.54 | 6.84 | 5.35 | 77 | 7.06 | 6.55 | 5.29 |
| 78 | 7.90 | 7.05 | 5.38 | 78 | 7.38 | 6.75 | 5.32 |
| 79 | 8.28 | 7.27 | 5.40 | 79 | 7.73 | 6.96 | 5.36 |
| 80 | 8.71 | 7.48 | 5.42 | 80 | 8.11 | 7.17 | 5.38 |
| 81 | 9.17 | 7.69 | 5.43 | 81 | 8.54 | 7.37 | 5.41 |
| 82 | 9.68 | 7.89 | 5.44 | 82 | 9.01 | 7.58 | 5.42 |
| 83 | 10.24 | 8.09 | 5.45 | 83 | 9.52 | 7.78 | 5.44 |
| 84 | 10.85 | 8.27 | 5.46 | 84 | 10.09 | 7.97 | 5.45 |
| 85 and over | 11.53 | 8.44 | 5.46 | 85 and over | 10.71 | 8.15 | 5.45 |

JOINT AND SURVIVOR LIFE INCOME PLAN

| JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain) | | | | | | | |
|---|----------------------|---------|---------|---------|---------|---------|-------------|
| MALE ADJUSTED AGE* | FEMALE ADJUSTED AGE* | | | | | | |
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 and over |
| 55 | \$ 3.64 | \$ 3.76 | \$ 3.85 | \$ 3.92 | \$ 3.98 | \$ 4.01 | \$ 4.03 |
| 60 | 3.74 | 3.90 | 4.06 | 4.19 | 4.28 | 4.35 | 4.39 |
| 65 | 3.81 | 4.03 | 4.26 | 4.47 | 4.65 | 4.77 | 4.85 |
| 70 | 3.86 | 4.13 | 4.44 | 4.76 | 5.06 | 5.30 | 5.45 |
| 75 | 3.90 | 4.20 | 4.57 | 5.01 | 5.47 | 5.90 | 6.20 |
| 80 | 3.93 | 4.25 | 4.66 | 5.18 | 5.81 | 6.46 | 6.99 |
| 85 and over | 3.94 | 4.27 | 4.71 | 5.28 | 6.03 | 6.87 | 7.64 |

*See Section 11.9

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

Monthly payment rates are based on an Assumed Investment Rate of 3.50% and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

PAYMENT RATE TABLES
Monthly Income Payments per \$1,000 of Benefits
Guaranteed Fixed Payment

SINGLE LIFE INCOME PLAN

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

JOINT AND SURVIVOR LIFE INCOME PLAN

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

*See Section 11.9

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

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

Agent

Address

Telephone

It is recommended that you ...

read your Contract.

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

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

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

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

Election Of Trustees

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

FLEXIBLE PAYMENT DEFERRED VARIABLE ANNUITY - ACCOUNT A

AMOUNTS ALLOCATED TO THE SEPARATE ACCOUNT DIVISIONS AND VARIABLE PAYMENTS PROVIDED BY THIS CONTRACT ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT BUT ARE VARIABLE AND MAY INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT.

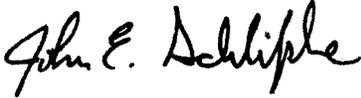
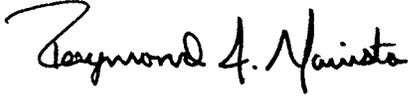
RR.VA.ABK.(0313)

AR



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

Signed at Milwaukee, Wisconsin on the Issue Date.

[ ]
Chief Executive Officer Secretary

FLEXIBLE PAYMENT DEFERRED VARIABLE ANNUITY - ACCOUNT A

Net Purchase Payments accumulated in a Separate Account, assets of which are invested
in shares of one or more mutual funds, or Guaranteed Interest Fund 1.

Contract benefits payable in one sum or as variable or guaranteed monthly income.
Variable income plan benefits described in Section 11.

Participating.

**AMOUNTS ALLOCATED TO THE SEPARATE ACCOUNT DIVISIONS AND VARIABLE PAYMENTS PROVIDED
BY THIS CONTRACT ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT BUT ARE VARIABLE AND
MAY INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT.**

Right To Return Contract. Please read this Contract carefully. The Owner may return the Contract for any reason within ten days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be cancelled and the Company will refund the sum of (a) the difference between the Purchase Payments paid and the amounts, if any, allocated to the Separate Account plus (b) the value of the Accumulation Units of the Separate Account on the effective date of return.

RR.VA.AFB.(0313)



| | |
|-------------------|-----------------|
| CONTRACT NUMBER | 00 000 000 |
| PRIMARY ANNUITANT | John J. Doe |
| ISSUE DATE | August 31, 2005 |

RR.VA.AFB.(0313)

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AMENDMENTS (if any)

APPLICATION

SCHEDULE

CONTRACT INFORMATION

CONTRACT NUMBER ¹[00 000 000]

PLAN Flexible Payment Variable Annuity

ADDITIONAL BENEFITS ²[Enhanced Death Benefit]

TAX REPORTING CATEGORY ³[Personal Annuity]

PRIMARY ANNUITANT ⁴[John J. Doe]

AGE AND SEX ⁵[35 Male]

OWNER ⁶[John J. Doe, the Annuitant]

ISSUE DATE ⁷[November 30, 2006]

CONTRACT ANNIVERSARY ⁸[November 30, 2007 and each November 30th thereafter]

MATURITY DATE ⁹[November 30, 2069]

DIRECT BENEFICIARY ¹⁰[Jane K. Doe, Wife of the Annuitant]

CONTINGENT BENEFICIARY ¹¹[John J. Doe, Jr., Son of the Annuitant]

INVESTMENT ACCOUNTS

On the Issue Date, Purchase Payments and Contract values may be allocated among the following Investment Accounts. Available Separate Account Divisions are subject to change. See Sections 2.1. and 2.2.

Divisions of Separate Account A:

- ¹² [
- Select Bond Division
 - Franklin Templeton International Equity Division
 - Money Market Division
 - Balanced Division
 - Index 500 Stock Division
 - Aggressive Growth Stock Division
 - High Yield Bond Division
 - Growth Stock Division
 - Large Cap Core Stock Division
 - Index 400 Stock Division
 - Small Cap Growth Stock Division
 - Russell Multi-Style Equity Division
 - Russell Aggressive Equity Division
 - Russell Non-US Division
 - Russell Real Estate Securities Division
 - Russell Core Bond Division
 - Asset Allocation Division
 - International Growth Stock Division
-]

CONTINUED ON PAGE 3-1

CONTINUED FROM PAGE 3

Divisions of Separate Account A:

| |
|---|
| T. Rowe Price Small Cap Value Division |
| Capital Guardian Domestic Equity Division |
| AllianceBernstein Mid Cap Value Division |
| Janus Capital Appreciation Division |
| T. Rowe Price Equity Income Division |
| Fidelity VIP Mid Cap Division |

Guaranteed Accounts:

Guaranteed Interest Fund 1

CHARGES AND FEES

DEDUCTION FROM PURCHASE PAYMENTS:

PREMIUM TAX (See Section 7.1):

For the first Contract Year, Premium Taxes are not deducted from Purchase Payments. After the first Contract Year, the Company may deduct Premium Taxes from Purchase Payments received or benefits paid.

ANNUAL MORTALITY AND EXPENSE RISK CHARGE (See Section 2.5):

0.35% at Issue; 0.75% Maximum

ANNUAL CONTRACT FEE (See Section 7.2):

\$30 charged on the Contract anniversary. The Contract fee will be waived if the Accumulation Value of the Contract equals or exceeds \$25,000 on the Contract anniversary.

¹³[ENHANCED DEATH BENEFIT CHARGE:

¹⁴[0.10%] of the Enhanced Death Benefit on each Contract anniversary.]

TRANSFER FEE (See Sections 4.4 and 11.6): ¹⁵[\$0]

MINIMUM PURCHASE PAYMENTS, ACCUMULATION VALUE, INCOME PLANS

MINIMUM PURCHASE PAYMENT (See Section 4.1): \$25

MINIMUM ACCUMULATION VALUE (See Sections 5.2 and 9.9): \$2,000

MINIMUM PAYMENT UNDER INCOME PLAN (See Sections 9.9 and 10.1): \$20 Monthly Income.

GUARANTEED INTEREST FUND 1

MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE (See Section 3.2): 0.50%

INITIAL NONFORFEITURE RATE (See Section 3.5): ¹⁶[1.00%]

MAXIMUM ACCUMULATION VALUE OF THE GUARANTEED INTEREST FUND 1 (See Section 3.4):

¹⁷[\$100,000]

SECTION 1. GENERAL TERMS AND DEFINITIONS

ACCUMULATION UNIT. A unit of measure used to determine the value of the interest of this Contract in the Separate Account prior to the date on which amounts are placed under an income plan.

ACCUMULATION VALUE. The Accumulation Value of a Separate Account Division is the total value of all Accumulation Units in that Division. The Accumulation Value of the Guaranteed Interest Fund 1 is the sum of amounts applied to the fund, plus credited interest, less fees and amounts withdrawn or transferred from the fund. The Accumulation Value of the Contract is the sum of the Accumulation Values of all Investment Accounts.

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

ANNUITY UNIT. A unit of measure used to determine the amount of variable payments under a variable income plan and the value of the interest of a variable income plan in the Separate Account.

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

BUSINESS DAY. Any day on which the New York Stock Exchange is open for trading.

COMPANY. The Northwestern Mutual Life Insurance Company.

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

CONTRACT FEE. An annual charge for administration expenses made on each contract anniversary prior to the Maturity Date.

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

DIVISION. A component of the Separate Account to which the Owner may allocate Net Purchase Payments and contract values.

FUND. Each Fund is registered under the Investment Company Act of 1940 as an open-end management investment company or a unit investment trust or is not required to be registered. The Fund offers series of its shares, designated as "Portfolios", for investment by the Separate Account under the Contract.

GENERAL ACCOUNT. All of the assets of the Company, other than those allocated to either the Separate Account or other separate accounts that may be established by the Company from time to time. The Company has complete ownership and control of the assets in its General Account.

GUARANTEED INTEREST FUND 1. The portion of the Contract that is credited with a guaranteed interest rate and which is held as part of the general assets of the Company.

GUARANTEED PERIOD. A period for which the Company has declared an annual effective interest rate on an amount in a Guaranteed Account. A Guaranteed Period will not extend beyond the Maturity Date.

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

INVESTMENT ACCOUNT. The Guaranteed Interest Fund 1 and Separate Account Divisions available for allocation of Net Purchase Payments and contract values. The available Investment Accounts are listed on Page 3.

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

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

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

NET PURCHASE PAYMENT. A Purchase Payment less applicable Premium Taxes.

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

PORTFOLIO. A series of a Fund in which assets of the Separate Account allocated to a particular Division are invested.

PREMIUM TAX. A tax imposed by a governmental entity when Purchase Payments are received or benefits are paid.

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

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

SEPARATE ACCOUNT. NML Variable Annuity Account A. The Separate Account consists of assets set aside by the Company, the investment performance of which is kept separate from that of the

general assets and all other separate account assets of the Company.

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

TRANSFER FEE. A deduction that is made from the amount transferred between Investment Accounts.

VALUATION DATE. Any day on which the assets of the Separate Account are valued. Assets are valued as of the close of trading on the New York Stock Exchange for each day the Exchange is open.

SECTION 2. SEPARATE ACCOUNT

2.1 SEPARATE ACCOUNT

The Separate Account is registered with the Securities and Exchange Commission ("SEC") as a unit investment trust under the Investment Company Act of 1940. Unless required by law, the investment policy of the Separate Account may not be changed without the Company's consent and subject to any required regulatory approval.

The Company is the legal owner of the assets held in the Separate Account, but the Separate Account is legally segregated, meaning that its assets are kept separate from assets held in other separate accounts and from assets held in the Company's General Account. Assets will be allocated to the Separate Account to support the operation of this Contract and certain other variable annuity contracts. Assets may also be allocated to the Separate Account as may be deemed necessary and appropriate for operation of the Separate Account or in connection with permitted investments and to meet any applicable minimum capital requirements under applicable federal or state law, but not to support the operation of any contracts or insurance policies, other than variable annuity contracts. Income and realized and unrealized gains and losses from assets in the Separate Account are credited to or charged against it without regard to other income, gains or losses of the Company. The portion of these assets that equals the reserves and other liabilities of the contracts supported by the Separate Account will not be charged with liabilities arising out of any other business the Company may conduct. The Company reserves the right to transfer assets of the Separate Account in excess of these reserves and liabilities to its General Account. The Company also reserves the right to transfer assets of the Separate Account that it determines to be associated with the class of contracts to which this Contract belongs to another separate account. If this type of transfer is

made, the term "Separate Account" as used in this Contract will mean the separate account to which the assets are transferred.

When permitted by law and subject to any approvals that may be required by regulatory authorities, the Company reserves the right to:

- Operate the Separate Account or a Division as either a unit investment trust or a management company under the Investment Company Act of 1940, or in any other form allowed by law, if deemed by the Company to be in the best interest of contract Owners.
- Register or deregister the Separate Account under the Investment Company Act of 1940 or change its classification under that Act.
- Create new separate accounts.
- Combine the Separate Account with any other separate account.
- Transfer the assets and liabilities of the Separate Account to another separate account.
- Add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account.
- Terminate and/or liquidate the Separate Account.
- Restrict or eliminate any voting rights of contract Owners or other persons who have voting rights as to the Separate Account.
- Make any changes to the Separate Account to conform with, or required by any change in, federal tax law, the Investment Company Act of 1940 and regulations promulgated thereunder, or any other applicable federal or state laws.

2.2 ACCOUNT DIVISIONS

The Separate Account is divided into Divisions. Assets of each Division are invested in shares of a corresponding Portfolio that the Company makes available under the Contract. Shares are purchased for the Separate Account at the net asset value of the applicable Portfolio. The Divisions available on the Issue Date are listed on Page 3. The Company may add new Divisions to the Separate Account. When permitted by law and subject to any approvals that may be required by regulatory authorities, the Company reserves the right to make such Divisions available to any class or series of variable annuity contracts as it deems appropriate, eliminate or combine any Divisions and transfer the assets of one or more Divisions to any other Division.

2.3 FUNDS AND PORTFOLIOS

The Company may make new Portfolios or Funds available for investment of Separate Account assets. When permitted by law and subject to any approvals that may be required by regulatory authorities, the Company reserves the right to eliminate a Portfolio or Fund and to substitute another Portfolio or Fund if the shares of the Portfolio or Fund are no longer available for investment or, in its judgment, further investment in the Portfolio or Fund is no longer appropriate in view of the purpose of the Separate Account. A Portfolio or Fund may no longer be appropriate due to a change in laws or regulations, a change in the Portfolio's or Fund's investment, administrative or other policies, or for some other reason.

In the event of a substitution or change, the Company may make appropriate endorsement of this and other variable annuity contracts supported by the Separate Account and take other actions as may be necessary to effect the substitution or change.

2.4 ACCUMULATION UNITS

The interest of this Contract in the Separate Account, prior to the date on which amounts become payable under an income plan, is represented by Accumulation Units. The dollar value of Accumulation Units for each Division will increase or decrease to reflect the investment experience of the Division. The value of an Accumulation Unit on any Valuation Date is the product of:

- the value on the immediately preceding Valuation Date; and
- the Net Investment Factor for the period from the immediately preceding Valuation Date up to and including the current Valuation Date (the current period).

2.5 NET INVESTMENT FACTOR

For each Division of the Separate Account the Net Investment Factor for the current period is one plus the net investment rate for that Division. The net investment rate for the current period is equal to the gross investment rate for the Division reduced on each Valuation Date by a Mortality and Expense Risk Charge. The charge for these risks on the Issue Date is shown on Page 4. The Company may increase or decrease the charge after the Issue Date, but the Company may not increase the charges to exceed the maximum charges shown on Page 4.

The gross investment rate for the current period for each Division is equal to a. divided by b. where:

- a. is:
- the investment income of the Division for the current period; plus
 - capital gains for the period, whether realized or unrealized, on the assets of the Division; less
 - capital losses for the period, whether realized or unrealized, on the assets of the Division; less
 - deduction for any tax liability paid or reserved for by the Company resulting from the maintenance or operation of the Division; and less
 - any reasonable expenses paid or reserved for by the Company which result from a substitution of other securities for shares of the Portfolio(s) as set forth in Section 2.4; and
- b. is the value of the assets in the Division on the immediately preceding Valuation Date.

The gross investment rate may be positive or negative. The deduction for any tax liability may be charged proportionately against those contracts to which the liability is attributable by a reduction in the gross investment rate for those contracts.

SECTION 3. GUARANTEED INTEREST FUND 1

3.1 GUARANTEED INTEREST FUND 1

Net Purchase Payments (see Section 4.2) and amounts transferred from other Investment Accounts under this Contract (see Section 4.4) may be applied to the Guaranteed Interest Fund 1. Contract benefits placed under a variable income plan cannot be applied to the Guaranteed Interest Fund 1. Amounts applied to the Guaranteed Interest Fund 1 become part of the general assets of the Company.

3.2 ACCUMULATION VALUE

The Accumulation Value of the Guaranteed Interest Fund 1 is the sum of the amounts applied to it, plus credited interest, less fees and any amounts withdrawn or transferred from the Guaranteed Interest Fund 1. Interest begins to accrue on the effective date of the Purchase Payment or transfer (see Section 4.6).

Interest will be credited at an annual effective interest rate of not less than the minimum guaranteed annual effective interest rate stated on Page 4. Higher rates for the Guaranteed Interest Fund 1 may be declared by the Company from time to time for Guaranteed Periods set by the Company.

3.3 TRANSFER RESTRICTIONS

Transfers of Accumulation Value into the Guaranteed Interest Fund 1 will not be allowed for a period of 90 days following the most recent transfer of Accumulation Value from the Guaranteed Interest Fund 1.

Transfers of Accumulation Value from the Guaranteed Interest Fund 1 will not be allowed for a period of 365 days following the most recent transfer of Accumulation Value from the Guaranteed Interest Fund 1.

The maximum amount of the Accumulation Value that may be transferred from the Guaranteed Interest Fund 1 in one transfer is limited to the greater of:

- 25% of the Accumulation Value of the Guaranteed Interest Fund 1 on the last contract anniversary preceding the transfer; or
- the amount of the most recent transfer from the Guaranteed Interest Fund 1.

However, in no event will this maximum transfer amount be less than \$1,000 or greater than \$50,000.

3.4 MAXIMUM ACCUMULATION VALUE OF THE GUARANTEED INTEREST FUND 1

The Accumulation Value of the Guaranteed Interest Fund 1 may not exceed the Maximum Accumulation Value of the Guaranteed Interest Fund 1 as shown on Page 4 without prior consent of the Company, except when the maximum is exceeded because of interest accruing to the Guaranteed Interest Fund 1.

3.5 GUARANTEED VALUES

The cash value of the Guaranteed Interest Fund 1 will not be less than the Minimum Value.

The Minimum Value Equals:

- An accumulation, at the nonforfeiture rate, of 87.5% of the amount applied to the Guaranteed Interest Fund 1; less
- An accumulation, at the nonforfeiture rate, of the cash value of amounts withdrawn or transferred from the Guaranteed Interest Fund 1.

The initial nonforfeiture rate is shown on Page 4. The nonforfeiture rate will be re-determined at the start of any Guaranteed Period. Upon redetermination, the nonforfeiture rate will equal the greater of (a) the minimum nonforfeiture rate required by law as of the Issue Date or (b) the Five Year Constant Maturity Treasury Rate reported by the Federal Reserve as of the second-to-last Valuation Date of the month preceding the month of redetermination, rounded to the nearest .05%, minus 1.25%, but not more than 3%.

Guaranteed values are at least as great as those required by the state in which this Contract is delivered.

SECTION 4. PURCHASE PAYMENTS, TRANSFERS, WITHDRAWALS

4.1 PAYMENT OF PURCHASE PAYMENTS

All Purchase Payments are payable at the Home Office or to an authorized agent. A receipt signed by an officer of the Company will be furnished on request.

Purchase Payments may be made at any time prior to the death of an Owner and prior to the Maturity Date. Purchase Payments may be made after the death of an Owner only if the new Owner of the Contract is the surviving spouse of the deceased Owner. The Owner may vary the amount of Purchase Payments, but no Purchase Payment may be less than the Minimum Purchase Payment shown on Page 4. Total Purchase Payments may not exceed \$5,000,000 without the consent of the Company.

4.2 APPLICATION OF PURCHASE PAYMENTS

Net Purchase Payments will be applied to one or more Investment Accounts in accordance with allocation instructions provided by the Owner. Net Purchase Payments applied to the Separate Account will provide Accumulation Units in one or more Divisions. Accumulation Units are credited as of the effective date of the Net Purchase Payment. Net Purchase Payments applied to the Guaranteed Interest Fund 1 will accrue interest from the effective date of the Purchase Payment.

The number of Accumulation Units will be determined by dividing the Net Purchase Payment by the value of an Accumulation Unit on the effective date. This number of Accumulation Units will not be changed by any subsequent change in the dollar value of Accumulation Units.

4.3 SELECTION OF INVESTMENT ACCOUNT FOR PURCHASE PAYMENTS

The Owner may change the allocation of Net Purchase Payments among the Investment Accounts by written notice to the Company. Net Purchase Payments received at the Home Office on or after the date on which notice is received will be applied to the designated Investment Accounts on the basis of the new allocation.

4.4 TRANSFER OF ACCUMULATION VALUE

Before the Maturity Date the Owner may, on request satisfactory to the Company, transfer amounts from one Investment Account to another, subject to the transfer restrictions described in Section 3.3.

For transfers among the Separate Account Divisions, the number of Accumulation Units to be applied or deducted will be adjusted to reflect the respective value of the Accumulation Units in each of the Divisions on the date the transfer is effective.

For transfers from the Guaranteed Interest Fund 1, amounts closest to the end of the Guaranteed Period will be removed first. In the event that two amounts are equally close to the end of the Guaranteed Period, the one which was applied to the Guaranteed Interest Fund 1 earlier will be removed first.

A Transfer Fee may be deducted from the amount transferred. The maximum amount of the Transfer Fee is shown on Page 4. The minimum amount that may be transferred is the lesser of \$100 or the entire Accumulation Value of the Investment Account from which the transfer is being made. In addition, certain of the Portfolios in which the Divisions invest may impose redemption fees. These fees are described in the Fund prospectuses, and will be deducted from the amount transferred. Any Portfolio redemption fees that you are charged are paid to and retained by the Portfolio, and not the Company.

A transfer request is subject to limitation or modification if the Company determines that the transfer would be to the disadvantage of other contract Owners with interests in the Separate Account Divisions or if required by applicable laws or regulations. Neither the Company nor its agents shall be liable for any loss resulting from transfer requests that are rejected, modified or delayed as a result of such a determination. The limitation or modification may be applied to transfers to and/or from the Separate Account Divisions and could include but not be limited to:

- limiting the number of transfers allowed in a Contract Year;
- the requirement of a minimum time period between each transfer;
- limiting the dollar amount that may be transferred between or among the Separate Account Divisions in any one day;
- requiring that a transfer request be submitted in a particular form and/or by a specific process.

The Company reserves the right to modify or eliminate any transfer request process (including without limitation transfer requests via the Internet, via facsimile, or by telephone) for some or all contract Owners as the Company deems appropriate.

4.5 WITHDRAWALS AND FULL SURRENDER

Before the Maturity Date the Owner may, on request satisfactory to the Company, withdraw all or a portion of the Accumulation Value of the Contract. The Company may require that the Minimum Accumulation Value shown on Page 4 remain after a partial withdrawal. Withdrawal of the entire value of the Contract constitutes a full surrender, and receipt of the Contract at the Home Office will terminate this Contract. Receipt of the Contract may be waived by the Company.

The cash value of the amount withdrawn will be the Accumulation Value withdrawn determined as of the date the withdrawal is effective.

The term "withdrawal amounts" as used in this Contract includes amounts paid as full surrenders and withdrawals of a portion of the Accumulation Value of the Contract.

For withdrawals from the Guaranteed Interest Fund 1, amounts closest to the end of the Guaranteed Period will be removed first. In the event that two amounts are equally close to the end of the Guaranteed Period, the one which was applied to the Guaranteed Interest Fund 1 earlier will be removed first.

4.6 EFFECTIVE DATE

The effective date of the initial Purchase Payment is the date the initial Purchase Payment is applied under the Contract. The initial Purchase Payment shall be applied no later than two Business Days after the Valuation Date on which the initial Purchase Payment has been received at the Home Office if a properly completed annuity application has also been received at the Home Office.

If the application is incomplete and is not properly completed within five Business Days after receipt of the initial Purchase Payment, the initial

Purchase Payment shall be returned, unless the applicant specifically consents to the Company retaining the Purchase Payment until the application is made complete.

The effective date of a subsequent Purchase Payment, transfer or withdrawal is the Valuation Date on which the subsequent Purchase Payment or the request for transfer or withdrawal is received at the Home Office.

The Valuation Date referred to in this Section shall mean the following Valuation Date if the Purchase Payment, request for transfer or withdrawal is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

The Company may reject any application or Purchase Payment for any reason permitted by law. The Company may also be required to provide additional information about an applicant, Owner and an Owner's account to government regulators.

4.7 PROCESSING REQUIREMENTS

On the effective date, the Company will process Purchase Payments and requested transfers or withdrawals received in the Home Office in good order. Good order means complete and accurate instructions are provided by the Owner in accordance with the Company's then current procedures.

The Company also reserves the right to require a Contract Owner or other persons providing a signature in connection with a disbursement of proceeds or a change in ownership or beneficial rights under this Contract to provide a signature guarantee, unless expressly prohibited by applicable law, whenever required by the Company's then-effective procedures.

SECTION 5. BENEFITS

5.1 MATURITY BENEFIT

If the Annuitant is living on the Maturity Date shown on Page 3, the Company will pay a monthly income under an income plan chosen by the Owner.

The amount of the monthly income paid as the maturity benefit will depend on the income plan chosen (see Section 11) and the maturity value. The maturity value of this Contract will be the Accumulation Value of the Contract on the effective date of the maturity benefit. The maturity

benefit will be effective on the Maturity Date. However, if the New York Stock Exchange is closed on the Maturity Date, the effective date will be the Valuation Date next preceding the Maturity Date.

If no income plan is chosen at the time a monthly income becomes payable, payments will be made under the variable payment form of Single Life Income plan, with payments certain for ten years, as described in Section 11.2.

5.2 DEATH BENEFIT IF ANNUITANT IS AN OWNER

If the Annuitant is an Owner, the Beneficiary becomes entitled to the death benefit upon receipt at the Home Office of satisfactory proof of the death of the Annuitant before the Maturity Date. The death benefit will be the Accumulation Value of the Contract determined on the effective date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

If the Beneficiary becomes entitled to the death benefit due to the death of the Primary Annuitant prior to the Primary Annuitant's 75th birthday, the death benefit will not be less than:

- total Purchase Payments paid under the Contract; less
- an adjustment for every withdrawal made under Section 4.5. The adjustment for each withdrawal equals (a) times (b), where:
 - (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately before the withdrawal; and
 - (b) = total Purchase Payments paid under the Contract prior to the withdrawal less all adjustments for prior withdrawals.

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

If a Beneficiary becomes entitled to the death benefit in an amount less than the Minimum Accumulation Value shown on Page 4, the Accumulation Value will be distributed to the Beneficiary.

The cash value of any amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

5.3 DEATH BENEFIT IF ANNUITANT IS NOT AN OWNER

If the Annuitant is not an Owner, upon the death of the Annuitant the Contract continues with the Contingent Annuitant (Section 6.5) as the new Annuitant. The death benefit will be the Accumulation Value of the Contract determined on the effective date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

If the Primary Annuitant dies prior to the Primary Annuitant's 75th birthday, the death benefit will not be less than:

- total Purchase Payments paid under the Contract; less
- an adjustment for every withdrawal made under Section 4.5. The adjustment for each withdrawal equals (a) times (b), where:
 - (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately before the withdrawal; and
 - (b) = total Purchase Payments paid under the Contract prior to the withdrawal less all adjustments for prior withdrawals.

As of the effective date, the Accumulation Value of the Contract will be set at an amount equal to the death benefit.

SECTION 6. BENEFICIARIES AND CONTINGENT ANNUITANTS

6.1 CHANGING THE BENEFICIARY

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

6.2 SUCCESSION OF INTEREST OF BENEFICIARIES

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

6.3 TRUSTEE AS BENEFICIARY

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

The Company will be fully discharged of liability for any action taken by the trustee and for all

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

6.4 GENERAL

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

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

6.5 NAMING AND CHANGING A CONTINGENT ANNUITANT

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

SECTION 7. CHARGES AND FEES

7.1 PREMIUM TAXES

The Company may deduct Premium Taxes incurred from Purchase Payments received.

7.2 CONTRACT FEE

On each contract anniversary prior to the Maturity Date, a Contract Fee will be charged for administrative expenses. The amount of the Contract Fee is shown on Page 4. The Contract Fee

will be deducted from the Investment Accounts in proportion to their respective Accumulation Values.

The effective date of the Contract Fee will be the contract anniversary. However, if the New York Stock Exchange is closed on the contract anniversary, the effective date will be the next following Valuation Date.

SECTION 8. OWNERSHIP

8.1 THE OWNER

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

Federal law requires specific personal information to be obtained and recorded to allow verification of the identity of the Owner, and any Owner successor or transferee. If requested information is not provided, the Company may be unable to issue the Contract or re-register the Contract in the name of the Owner's successor or transferee. In addition, if the Company is unable to verify the Owner's identity after the Contract is issued, the Company reserves the right to cancel the Contract and/or reject or delay the processing of any Purchase Payment or transfer request or take other steps as they deem reasonable. The Company is not responsible for any resulting loss due to a contract not being issued or cancelled or a Purchase Payment or transfer request being rejected or subject to a processing delay.

The Company reserves the right to provide to a Fund information about owners of variable annuity contracts supported by the Separate Account and their trading activities involving the Fund's Portfolios that the Company deems necessary to (1) deter fraud or violations of operating rules of the Company or the Fund and (2) as required to comply with applicable state or federal law.

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

8.2 TRANSFER OF OWNERSHIP

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

8.3 NAMING AND CHANGING A SUCCESSOR OWNER

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

Company. A Successor Owner succeeds to the interests of an Owner only if the Owner was not the Annuitant at the time of the Owner's death.

8.4 COLLATERAL ASSIGNMENT

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

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

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 8.2.

8.5 REPORTS TO OWNERS

As long as the Separate Account continues to be registered as a unit investment trust under the Investment Company Act of 1940 and the assets of the Separate Account are invested in shares of a Portfolio, the Company will vote shares held by the Separate Account in accordance with the instructions received from the Owners of Accumulation Units or, after payments have commenced under a variable income plan, from the Beneficiaries receiving payments under those income plans. Each Owner or Beneficiary will receive:

- periodic reports relating to the Portfolio;
- proxy material;
- a form with which to give voting instructions; and
- information regarding the proportion of shares of each Portfolio held in the Separate Account corresponding either to the Accumulation Units credited to this Contract or the number of shares held in the Separate Account representing the Company's actuarial liability under the variable income plan.

At least once each Contract Year, the Company will also send to the Owner or Beneficiary a statement of the Accumulation Values of the Investment Accounts, the number of units credited to the Contract, the dollar value of a unit as of a date not more than two months previous to the date of mailing, and a statement of the investments held by the Separate Account.

SECTION 9. THE CONTRACT

9.1 GUARANTEES

The Company guarantees that mortality and expense results will not adversely affect the amount of variable payments.

9.2 VALUATION OF SEPARATE ACCOUNT ASSETS

The value of the shares of each Portfolio held in the Separate Account on each Valuation Date will be the redemption value of the shares on that date. If the right to redeem shares of a Portfolio has been suspended, or payment of the redemption value has been postponed, the shares held in the Separate Account (and Annuity Units) may be valued at fair value as determined in good faith by the Board of Trustees of the Company for the sole purpose of computing annuity payments.

9.3 DETERMINATION OF SEPARATE ACCOUNT VALUES

The method of determination by the Company of the Net Investment Factor, and the number and value of Accumulation Units and Annuity Units, will be conclusive upon the Owner, any assignee, the Annuitant, and any Beneficiary.

9.4 DEFERMENT OF BENEFIT PAYMENTS

Separate Account Divisions. The Company reserves the right to defer determination of the Contract values of the Separate Account portion of this Contract, or the payment of benefits under a variable income plan, until after the end of any period during which the right to redeem shares of a Portfolio is suspended, or payment of the redemption value is postponed. Any deferment would be in accordance with the provisions of the Investment Company Act of 1940 by reason of closing of, or restriction of trading on, the New York Stock Exchange, or other emergency, or as otherwise permitted by the Act. In addition, the Company reserves the right to defer payment of contract values until seven days after the end of any deferment in the determination of contract values.

Guaranteed Interest Fund 1. The Company may defer paying contract values from the Guaranteed Interest Fund 1 for up to six months from the effective date of the withdrawal or full surrender. If payment is deferred for 30 days or more, interest will be paid on the withdrawal amounts at an annual effective interest rate in accordance with the laws of the state in which this Contract is delivered.

9.5 DIVIDENDS

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

Any dividend credited prior to the Maturity Date will be applied on the effective date as a Net Purchase Payment unless the Owner elects to have the dividend paid in cash. The effective date of the dividend will be the contract anniversary. However, if the New York Stock Exchange is closed on the contract anniversary, the effective date will be the next following Valuation Date.

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

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

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

9.6 INCONTESTABILITY

The Company will not contest this Contract after it has been in force during the lifetime of the Annuitant for two years from the Issue Date. This Issue Date is shown on Page 3.

9.7 MISSTATEMENTS

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

9.8 ENTIRE CONTRACT; CHANGES

This Contract is issued in consideration of the application (including any application supplements) and the initial Purchase Payment. This Contract, together with any amendments, endorsements, riders and additional benefits and the attached application, is the entire contract. Statements in the application are representations and not warranties. This Contract may be changed or interpreted by the Company to maintain compliance with applicable state and federal law, to assure continued qualification of the Contract under federal tax laws, or to reflect a change in the operation of the Separate Account that does not adversely affect the rights of the contract Owner. A change in the terms of, or a waiver of the Company's rights under, the Contract is valid only if it is approved in writing by an officer of the Company. The Company may require that the Contract be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Contract or to waive the Company's rights thereunder.

All payments by the Company under this Contract are payable at its Home Office.

Assets of the Separate Account are owned by the Company and the Company is not a trustee with respect thereto. The Company may from time to time adjust the amount of assets contained in the Separate Account, by periodic withdrawals or additions, to reflect the Contract deductions and the Company's reserves for this and other similar contracts.

This Contract is subject to the laws of the state in which it is delivered. All benefits are at least as great as those required by the state.

9.9 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if:

- prior to the Maturity Date no Purchase Payments have been received under the Contract for a period of two full years and each of the following is less than the Minimum Accumulation Value shown on Page 4:
 - a. the Accumulation Value of the Contract; and
 - b. total Purchase Payments paid under the Contract, less any amounts withdrawn under Section 4.5; or
- on the Maturity Date the Accumulation Value of the Contract is less than the Minimum Accumulation Value shown on Page 4 or would provide an initial monthly income which is less than the minimum payment amount shown on Page 4.

SECTION 10. PAYMENT OF CONTRACT BENEFITS

10.1 PAYMENT OF BENEFITS

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

- a variable income plan;
- a fixed income plan; or
- in cash.

The provisions and rates for variable and fixed income plans are described in Section 11.

10.2 DEATH BENEFIT

A Beneficiary entitled to the death benefit upon the death of an Annuitant may elect to receive the Accumulation Value under an income plan or in cash provided no income plan was elected by the Owner. The death benefit will not be less than the cash value. The cash value of any amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

SECTION 11. INCOME PLANS

11.1 INCOME PLAN ELECTIONS

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

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

Effective Date. If the Annuitant is an Owner, an income plan that is elected by the Owner for the death benefit will take effect on the date proof of death of the Annuitant is received at the Home Office. An income plan that is elected for the maturity benefit will take effect on the Maturity Date. In all other situations, an income plan that

is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

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

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

11.2 INCOME PLAN OFFERINGS

The Company will make available the following income plans:

- **Single Life Income.** The Company will make monthly payments for the selected period certain, if any, and thereafter during the remaining lifetime of the individual upon whose life income payments are based. The choices for the period are:
 - a. zero years;
 - b. ten years;
 - c. 20 years; or
 - d. a refund period which continues until the sum of the payments that have been made is equal to the benefit that was applied under this Life Income Plan.
- **Joint and Survivor Life Income.** The Company will make monthly payments for a 10-year period certain and thereafter during the joint lifetime of the two individuals upon whose lives income payments are based and continuing during the remaining lifetime of the survivor.

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

These income plans are available on either a fixed or variable basis. Under a fixed income plan the payment remains level. Under a variable income plan the payment will increase or decrease as described in Section 11.5.

Other Selections. The Company may offer other additional income plans.

11.3 ALLOCATION OF BENEFITS

Upon election of a variable income plan, the Owner or Beneficiary may select the allocation of variable benefits among the Divisions.

If no selection is made, the allocation of benefits will be as follows:

- for amounts in the Separate Account Divisions, benefits will be allocated in proportion to the Accumulation Value of each Division on the effective date of the variable income plan; and
- for amounts in the Guaranteed Interest Fund 1, benefits will be allocated 100% to the Money Market Division.

11.4 ANNUITY UNITS UNDER VARIABLE INCOME PLANS

The interest of this Contract in the Separate Account after the effective date of a variable income plan is represented by Annuity Units.

The dollar value of Annuity Units for each Division will increase or decrease to reflect the investment experience of the Division. The value of an Annuity Unit on any Valuation Date is the product of:

- the Annuity Unit value on the immediately preceding Valuation Date;
- the Net Investment Factor for the period from the immediately preceding Valuation Date up to and including the current Valuation Date (the current period); and
- the Daily Adjustment Factor of .99990575 raised to a power equal to the number of days in the current period to reflect the Assumed Investment Rate of 3.50% used in calculating the monthly payment rate.

11.5 PAYMENTS UNDER VARIABLE INCOME PLANS

First Payment. The first payment under a variable income plan will be due as of the effective date of the income plan.

The amount of the first payment is the sum of payments from each Division, each determined by multiplying the benefits allocated to the Division under the variable income plan by the applicable monthly variable payment rate per \$1,000 of benefits.

Number of Annuity Units. The number of Annuity Units in each Division under a variable income plan is determined by dividing the amount of the first payment payable from the Division by the Annuity Unit value for the Division at the close of business on the effective date of the variable income plan. The number of Annuity Units will not be changed by any subsequent change in the dollar value of Annuity Units.

Subsequent Variable Payments. The amount of each subsequent payment from each Division under a variable income plan will increase or decrease in accord with the increase or decrease in the value of an Annuity Unit which reflects the investment experience of that Division of the Separate Account.

The amount of subsequent variable payments is the sum of payments from each Division, each determined by multiplying the fixed number of Annuity Units for the Division by the value of an Annuity Unit for the Division on:

- the fifth Valuation Date prior to the payment due date if the payment due date is a Valuation Date; or
- the sixth Valuation Date prior to the payment due date if the payment due date is not a Valuation Date.

11.6 TRANSFERS INVOLVING VARIABLE INCOME PLANS

A Beneficiary receiving payments under a variable income plan may transfer Annuity Units from one Division to another. The number of Annuity Units in each Division will be adjusted to reflect the respective value of the Annuity Units in the Divisions on the date the transfer is effective.

A Transfer Fee may be deducted from the amount transferred. The amount of the Transfer Fee is shown on Page 4. Transfers from the Money Market Division may be made at any time. No transfer from the other Divisions may be made within 90 days of the effective date of a variable income plan or within 90 days from the effective date of the last transfer.

A transfer will be effective on the Valuation Date on which a satisfactory transfer request is received in the Home Office, or a later date if requested. However, the transfer will be effective on the following Valuation Date if the request is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

11.7 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

11.8 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

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

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

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

11.9 INCOME PLAN RATES

Fixed Income Plan Rates. Payments under a fixed income plan will be based on rates declared by the Company that will not be less than the rates shown in the Payment Rate Tables. The declared rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract.

Variable Income Plan Rates. The Company may from time to time declare higher initial rates for variable income plans under this Contract. These higher rates will not be available to increase payments under income plans already in effect. If the higher initial rate is used, the Daily Adjustment Factor described in Section 11.4 will be determined based on the Assumed Investment Rate used in calculating the alternate payment rate.

Payment Rate Tables. The guaranteed monthly payment rates for both a fixed income plan and the first payment under a variable income plan are shown in the Payment Rate Tables. The tables show rates for the Life Income Plans and are based on the sex and adjusted age of any individual upon whose life payments depend. The adjusted age is:

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

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

The rates shown in the Payment Rate Tables are calculated on a guaranteed basis. For Life Income Plans that take effect later than the twelfth contract anniversary, the adjusted age calculation causes a reduction in the guaranteed benefit from what it would have been had the Contract not yet passed its twelfth contract anniversary.

Subsequent fixed annuity payments under a Life Income Plan will remain level unless the plan that is elected dictates otherwise.

PAYMENT RATE TABLES
Monthly Income Payments per \$1,000 of Benefits
First Payment Under Variable Income Plan

SINGLE LIFE INCOME PLAN

| SINGLE LIFE MONTHLY PAYMENTS | | | | | | | |
|------------------------------|-----------------------|---------|---------|----------------------------|-----------------------|---------|---------|
| MALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | | FEMALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | |
| | ZERO | 10 | 20 | | ZERO | 10 | 20 |
| 55 | \$ 4.08 | \$ 4.05 | \$ 3.96 | 55 | \$ 3.97 | \$ 3.95 | \$ 3.88 |
| 56 | 4.15 | 4.12 | 4.02 | 56 | 4.03 | 4.01 | 3.94 |
| 57 | 4.22 | 4.19 | 4.07 | 57 | 4.10 | 4.07 | 3.99 |
| 58 | 4.30 | 4.26 | 4.13 | 58 | 4.17 | 4.14 | 4.05 |
| 59 | 4.39 | 4.34 | 4.20 | 59 | 4.25 | 4.21 | 4.11 |
| 60 | 4.47 | 4.42 | 4.26 | 60 | 4.33 | 4.29 | 4.17 |
| 61 | 4.57 | 4.50 | 4.33 | 61 | 4.41 | 4.37 | 4.23 |
| 62 | 4.67 | 4.60 | 4.40 | 62 | 4.50 | 4.45 | 4.30 |
| 63 | 4.77 | 4.69 | 4.47 | 63 | 4.60 | 4.54 | 4.37 |
| 64 | 4.89 | 4.79 | 4.54 | 64 | 4.70 | 4.64 | 4.44 |
| 65 | 5.01 | 4.90 | 4.61 | 65 | 4.81 | 4.74 | 4.51 |
| 66 | 5.14 | 5.02 | 4.69 | 66 | 4.93 | 4.84 | 4.59 |
| 67 | 5.28 | 5.14 | 4.76 | 67 | 5.06 | 4.96 | 4.66 |
| 68 | 5.43 | 5.27 | 4.83 | 68 | 5.19 | 5.08 | 4.73 |
| 69 | 5.59 | 5.41 | 4.91 | 69 | 5.34 | 5.21 | 4.81 |
| 70 | 5.77 | 5.56 | 4.98 | 70 | 5.49 | 5.34 | 4.88 |
| 71 | 5.96 | 5.72 | 5.05 | 71 | 5.67 | 5.49 | 4.95 |
| 72 | 6.17 | 5.89 | 5.11 | 72 | 5.85 | 5.65 | 5.01 |
| 73 | 6.40 | 6.06 | 5.17 | 73 | 6.05 | 5.81 | 5.08 |
| 74 | 6.65 | 6.25 | 5.22 | 74 | 6.27 | 5.99 | 5.14 |
| 75 | 6.92 | 6.44 | 5.27 | 75 | 6.51 | 6.17 | 5.19 |
| 76 | 7.22 | 6.64 | 5.31 | 76 | 6.77 | 6.36 | 5.24 |
| 77 | 7.54 | 6.84 | 5.35 | 77 | 7.06 | 6.55 | 5.29 |
| 78 | 7.90 | 7.05 | 5.38 | 78 | 7.38 | 6.75 | 5.32 |
| 79 | 8.28 | 7.27 | 5.40 | 79 | 7.73 | 6.96 | 5.36 |
| 80 | 8.71 | 7.48 | 5.42 | 80 | 8.11 | 7.17 | 5.38 |
| 81 | 9.17 | 7.69 | 5.43 | 81 | 8.54 | 7.37 | 5.41 |
| 82 | 9.68 | 7.89 | 5.44 | 82 | 9.01 | 7.58 | 5.42 |
| 83 | 10.24 | 8.09 | 5.45 | 83 | 9.52 | 7.78 | 5.44 |
| 84 | 10.85 | 8.27 | 5.46 | 84 | 10.09 | 7.97 | 5.45 |
| 85 and over | 11.53 | 8.44 | 5.46 | 85 and over | 10.71 | 8.15 | 5.45 |

JOINT AND SURVIVOR LIFE INCOME PLAN

| JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain) | | | | | | | |
|---|----------------------|---------|---------|---------|---------|---------|-------------|
| MALE ADJUSTED AGE* | FEMALE ADJUSTED AGE* | | | | | | |
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 and over |
| 55 | \$ 3.64 | \$ 3.76 | \$ 3.85 | \$ 3.92 | \$ 3.98 | \$ 4.01 | \$ 4.03 |
| 60 | 3.74 | 3.90 | 4.06 | 4.19 | 4.28 | 4.35 | 4.39 |
| 65 | 3.81 | 4.03 | 4.26 | 4.47 | 4.65 | 4.77 | 4.85 |
| 70 | 3.86 | 4.13 | 4.44 | 4.76 | 5.06 | 5.30 | 5.45 |
| 75 | 3.90 | 4.20 | 4.57 | 5.01 | 5.47 | 5.90 | 6.20 |
| 80 | 3.93 | 4.25 | 4.66 | 5.18 | 5.81 | 6.46 | 6.99 |
| 85 and over | 3.94 | 4.27 | 4.71 | 5.28 | 6.03 | 6.87 | 7.64 |

*See Section 11.9

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

Monthly payment rates are based on an Assumed Investment Rate of 3.50% and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

PAYMENT RATE TABLES
Monthly Income Payments per \$1,000 of Benefits
Guaranteed Fixed Payment

SINGLE LIFE INCOME PLAN

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

JOINT AND SURVIVOR LIFE INCOME PLAN

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

*See Section 11.9

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

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

Agent

Address

Telephone

It is recommended that you ...

read your Contract.

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

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

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

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

Election Of Trustees

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

FLEXIBLE PAYMENT DEFERRED VARIABLE ANNUITY - ACCOUNT A

AMOUNTS ALLOCATED TO THE SEPARATE ACCOUNT DIVISIONS AND VARIABLE PAYMENTS PROVIDED BY THIS CONTRACT ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT BUT ARE VARIABLE AND MAY INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT.

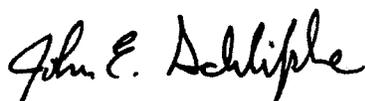
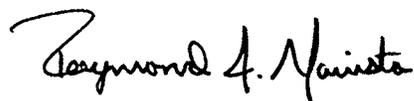
RR.VA.AFB.(0313)

AR



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

Signed at Milwaukee, Wisconsin on the Issue Date.

[ ]
Chief Executive Officer Secretary

FLEXIBLE PAYMENT DEFERRED VARIABLE ANNUITY - ACCOUNT A

Net Purchase Payments accumulated in a Separate Account, assets of which are invested in shares of one or more mutual funds, or Guaranteed Interest Fund 1.

Contract benefits payable in one sum or as variable or guaranteed monthly income. Variable income plan benefits described in Section 11.

Participating.

AMOUNTS ALLOCATED TO THE SEPARATE ACCOUNT DIVISIONS AND VARIABLE PAYMENTS PROVIDED BY THIS CONTRACT ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT BUT ARE VARIABLE AND MAY INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT.

Right To Return Contract. Please read this Contract carefully. The Owner may return the Contract for any reason within ten days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be cancelled and the Company will refund the sum of (a) the difference between the Purchase Payments paid and the amounts, if any, allocated to the Separate Account plus (b) the value of the Accumulation Units of the Separate Account on the effective date of return.

RR.VA.AFR.(0313)



| | |
|-------------------|-----------------|
| CONTRACT NUMBER | 00 000 000 |
| PRIMARY ANNUITANT | John J. Doe |
| ISSUE DATE | August 31, 2005 |

RR.VA.AFR.(0313)

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APPLICATION

CONTRACT INFORMATION

CONTRACT NUMBER ¹[00 000 000]

PLAN Flexible Payment Variable Annuity

ADDITIONAL BENEFITS ²[Enhanced Death Benefit]

TAX REPORTING CATEGORY Pension Annuity

PRIMARY ANNUITANT ³[John J. Doe]

AGE AND SEX ⁴[35 Male]

OWNER ⁵[John J. Doe, the Annuitant]

ISSUE DATE ⁶[August 31, 2005]

CONTRACT ANNIVERSARY ⁷[August 31, 2006 and each August 31
Thereafter]

MATURITY DATE ⁸[August 31, 2068]

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

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

INVESTMENT ACCOUNTS

On the Issue Date, Purchase Payments and contract values may be allocated among the following Investment Accounts. Available Separate Account Divisions are subject to change. See Section 2.1.

Divisions of Separate Account A:

- ¹¹ Select Bond Division
- Franklin Templeton International Equity Division
- Money Market Division
- Balanced Division
- Index 500 Stock Division
- Aggressive Growth Stock Division
- High Yield Bond Division
- Growth Stock Division
- Large Cap Core Stock Division
- Index 400 Stock Division
- Small Cap Growth Stock Division
- Russell Multi-Style Equity Division
- Russell Aggressive Equity Division
- Russell Non-US Division
- Russell Real Estate Securities Division
- Russell Core Bond Division
- Asset Allocation Division
- International Growth Stock Division

CONTINUED ON PAGE 3-1

CONTINUED FROM PAGE 3

Divisions of Separate Account A:

| | |
|---|---|
| T. Rowe Price Small Cap Value Division |] |
| Capital Guardian Domestic Equity Division | |
| AllianceBernstein Mid Cap Value Division | |
| Janus Capital Appreciation Division | |
| T. Rowe Price Equity Income Division | |
| Fidelity VIP Mid Cap Division | |

Guaranteed Accounts:

Guaranteed Interest Fund 1

CHARGES AND FEES

DEDUCTION FROM PURCHASE PAYMENTS:
 SALES LOAD (See Section 7.1)

| Total Purchase Payments Paid Under the Contract | Amount Deducted From Purchase Payment |
|--|--|
| First \$100,000 | 4.5% |
| Next \$400,000 | 2.0% |
| Balance over \$500,000 | 1.0% |

PREMIUM TAX (See Section 7.1):

For the first Contract Year, Premium Taxes are not deducted from Purchase Payments. After the first Contract Year, the Company may deduct Premium Taxes from Purchase Payments received or benefits paid.

ANNUAL MORTALITY AND EXPENSE RISK CHARGE (See Section 2.3):
 0.50% at Issue; 0.75% Maximum

ANNUAL CONTRACT FEE (See Section 7.2):

\$30 charged on the contract anniversary. The contract fee will be waived if the Accumulation Value of the contract equals or exceeds \$25,000 on the contract anniversary.

¹²[ENHANCED DEATH BENEFIT CHARGE:

¹³[0.10%] of the Enhanced Death Benefit on each contract anniversary.]

TRANSFER FEE (See Sections 4.4 and 11.6): ¹⁴[\$0]

MINIMUM PURCHASE PAYMENTS, ACCUMULATION VALUE, INCOME PLANS

MINIMUM PURCHASE PAYMENT (See Section 4.1): \$25

MINIMUM ACCUMULATION VALUE (See Sections 5.2 and 9.9): \$2,000

MINIMUM PAYMENT UNDER INCOME PLAN (See Sections 9.9 and 10.1): \$50 Monthly Income.

GUARANTEED INTEREST FUND 1

MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE (See Section 3.2): 0.50%

INITIAL NONFORFEITURE RATE (See Section 3.5): ¹⁵[1.00%]

MAXIMUM ACCUMULATION VALUE OF THE GUARANTEED INTEREST FUND 1 (See Section 3.4):
¹⁶[\$100,000]

SECTION 1. GENERAL TERMS AND DEFINITIONS

ACCUMULATION UNIT. A unit of measure used to determine the value of the interest of this Contract in the Separate Account prior to the date on which amounts are placed under an income plan.

ACCUMULATION VALUE. The Accumulation Value of a Separate Account Division is the total value of all Accumulation Units in that Division. The Accumulation Value of the Guaranteed Interest Fund 1 is the sum of amounts applied to the fund, plus credited interest, less fees and amounts withdrawn or transferred from the fund. The Accumulation Value of the Contract is the sum of the Accumulation Values of all Investment Accounts.

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

ANNUITY UNIT. A unit of measure used to determine the amount of variable payments under a variable income plan and the value of the interest of a variable income plan in the Separate Account.

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

BUSINESS DAY. Any day on which the New York Stock Exchange is open for trading.

COMPANY. The Northwestern Mutual Life Insurance Company.

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

CONTRACT FEE. An annual charge for administration expenses made on each contract anniversary prior to the Maturity Date.

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

DIVISION. A component of the Separate Account to which the Owner may allocate Net Purchase Payments and contract values.

GUARANTEED INTEREST FUND 1. The portion of the Contract that is credited with a guaranteed interest rate and which is held as part of the general assets of the Company.

GUARANTEED PERIOD. A period for which the Company has declared an annual effective interest rate on an amount in a Guaranteed Account. A Guaranteed Period will not extend beyond the Maturity Date.

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

INVESTMENT ACCOUNT. The Guaranteed Interest Fund 1 and Separate Account Divisions available for allocation of Net Purchase Payments and contract values. The available Investment Accounts are listed on Page 3.

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

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

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

NET PURCHASE PAYMENT. A Purchase Payment less all applicable deductions. Deductions may include the Sales Load and a Premium Tax.

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

PORTFOLIOS. Mutual funds or portfolios of mutual funds in which the assets of the Separate Account are invested.

PREMIUM TAX. A tax imposed by a governmental entity when Purchase Payments are received or benefits are paid.

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

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

SALES LOAD. A deduction made from Purchase Payments received.

SEPARATE ACCOUNT. NML Variable Annuity Account A. The Separate Account consists of assets set aside by the Company, the investment performance of which is kept separate from that of the general assets and all other separate account assets of the Company.

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

TRANSFER FEE. A deduction that is made from the amount transferred between Investment Accounts.

VALUATION DATE. Any day on which the assets of the Separate Account are valued. Assets are valued as of the close of trading on the New York Stock Exchange for each day the Exchange is open.

SECTION 2. SEPARATE ACCOUNT

2.1 SEPARATE ACCOUNT

Net Purchase Payments (see Section 4.2) and amounts transferred from other Investment Accounts under this Contract (see Section 4.4) may be applied to one or more Divisions of the Separate Account (NML Variable Annuity Account A). The Separate Account has been established by the Company. The Separate Account consists of assets set aside by the Company, the investment performance of which is kept separate from that of the general assets and all other separate account assets of the Company. The assets of the Separate Account will not be charged with liabilities arising out of any other business the Company may conduct. Interests in the Separate Account are represented by Accumulation Units and Annuity Units, described in Sections 2.2 and 11.4, respectively.

The Separate Account is comprised of the Divisions listed on Page 3. The assets allocated to these Divisions are invested in shares of the corresponding Portfolios. Shares of the Portfolios are purchased for the Separate Account at their net asset value.

The Company reserves the right to eliminate or add additional Divisions and Portfolios.

2.2 ACCUMULATION UNITS

The interest of this Contract in the Separate Account, prior to the date on which amounts become payable under an income plan, is represented by Accumulation Units. The dollar value of Accumulation Units for each Division will increase or decrease to reflect the investment experience of the Division. The value of an Accumulation Unit on any Valuation Date is the product of:

- the value on the immediately preceding Valuation Date; and
- the Net Investment Factor for the period from the immediately preceding Valuation Date up to and including the current Valuation Date (the current period).

2.3 NET INVESTMENT FACTOR

For each Division of the Separate Account the Net Investment Factor for the current period is one plus the net investment rate for that Division. The net investment rate for the current period is equal to the gross investment rate for the Division reduced on each Valuation Date by a Mortality and Expense Risk Charge. The charge for these risks on the Issue Date is shown on Page 4. The Company may increase or decrease the charge after the Issue Date, but the Company may not increase the charges to exceed the maximum charges shown on Page 4.

The gross investment rate for the current period for each Division is equal to a. divided by b. where:

a. is:

- the investment income of the Division for the current period; plus
- capital gains for the period, whether realized or unrealized, on the assets of the Division; less
- capital losses for the period, whether realized or unrealized, on the assets of the Division; less
- deduction for any tax liability paid or reserved for by the Company resulting from the maintenance or operation of the Division; and less

- any reasonable expenses paid or reserved for by the Company which result from a substitution of other securities for shares of the Portfolio(s) as set forth in Section 2.4; and

b. is the value of the assets in the Division on the immediately preceding Valuation Date.

The gross investment rate may be positive or negative. The deduction for any tax liability may be charged proportionately against those contracts to which the liability is attributable by a reduction in the gross investment rate for those contracts.

2.4 SUBSTITUTION AND CHANGE

Pursuant to the authority of the Board of Trustees of the Company:

- the assets of the Division may be invested in securities other than shares of the Portfolio(s) as a substitute for those shares already purchased or as the securities to be purchased in the future; and
- the provisions of the Contracts may be modified to comply with any other applicable federal or state laws.

In the event of a substitution or change, the Company may make appropriate endorsement on this and other contracts having an interest in the Separate Account and take other actions as may be necessary to effect the substitution or change will be subject to any required approval of the Commissioner of Insurance for the state of Wisconsin, and filing with the state in which this Contract is issued.

SECTION 3. GUARANTEED INTEREST FUND 1

3.1 GUARANTEED INTEREST FUND 1

Net Purchase Payments (see Section 4.2) and amounts transferred from other Investment Accounts under this Contract (see Section 4.4) may be applied to the Guaranteed Interest Fund 1. Contract benefits placed under a variable income plan cannot be applied to the Guaranteed Interest Fund 1. Amounts applied to the Guaranteed Interest Fund 1 become part of the general assets of the Company.

3.2 ACCUMULATION VALUE

The Accumulation Value of the Guaranteed Interest Fund 1 is the sum of the amounts applied to it, plus credited interest, less any fees and amounts withdrawn or transferred from the fund. Interest begins to accrue on the effective date of the Purchase Payment or transfer (see Section 4.6).

Interest will be credited at an annual effective interest rate of not less than the minimum guaranteed annual effective interest rate stated on Page 4. A higher rate may be declared by the Company from time to time for a Guaranteed Period set by the Company.

3.3 TRANSFER RESTRICTIONS

Transfers of Accumulation Value into the Guaranteed Interest Fund 1 will not be allowed for a period of 90 days following the most recent transfer of Accumulation Value from the Guaranteed Interest Fund 1.

Transfers of Accumulation Value from the Guaranteed Interest Fund 1 will not be allowed for a period of 365 days following the most recent transfer of Accumulation Value from the Guaranteed Interest Fund 1.

The maximum amount of the Accumulation Value that may be transferred from the Guaranteed Interest Fund 1 in one transfer is limited to the greater of:

- 25% of the Accumulation Value of the Guaranteed Interest Fund 1 on the last contract anniversary preceding the transfer; and
- the amount of the most recent transfer from the Guaranteed Interest Fund 1.

However, in no event will this maximum transfer amount be less than \$1,000 or greater than \$50,000.

3.4 MAXIMUM ACCUMULATION VALUE OF THE GUARANTEED INTEREST FUND 1

The Accumulation Value of the Guaranteed Interest Fund 1 may not exceed the Maximum Accumulation Value of the Guaranteed Interest Fund 1 as shown on Page 4 without prior consent of the Company, except when the maximum is exceeded because of interest accruing to the Guaranteed Interest Fund 1.

3.5 GUARANTEED VALUES

The cash value of the Guaranteed Interest Fund 1 will not be less than the Minimum Value.

The Minimum Value equals:

- an accumulation, at the nonforfeiture rate, of 92% of the amount applied to the Guaranteed Interest Fund 1; less
- an accumulation, at the nonforfeiture rate, of the cash value of amounts withdrawn or transferred from the Guaranteed Interest Fund 1.

The initial nonforfeiture rate is shown on Page 4. The nonforfeiture rate will be redetermined at the start of any Guaranteed Period. Upon redetermination, the nonforfeiture rate will equal the greater of (a) the minimum nonforfeiture rate required by law as of the Issue Date or (b) the Five Year Constant Maturity Treasury Rate reported by the Federal Reserve as of the second-to-last Valuation Date of the month preceding the month of redetermination, rounded to the nearest .05%, minus 1.25%, but not more than 3%.

Guaranteed values are at least as great as those required by the state in which this Contract is delivered.

SECTION 4. PURCHASE PAYMENTS, TRANSFERS, WITHDRAWALS

4.1 PAYMENT OF PURCHASE PAYMENTS

All Purchase Payments are payable at the Home Office or to an authorized agent. A receipt signed by an officer of the Company will be furnished on request.

Purchase Payments may be made at any time prior to the death of an Owner and prior to the Maturity Date. Purchase Payments may be made after the death of an Owner only if the new Owner of the Contract is the surviving spouse of the deceased Owner. The Owner may vary the amount of Purchase Payments, but no Purchase Payment may be less than the Minimum Purchase Payment shown on Page 4. Total Purchase Payments may not exceed \$5,000,000 without the consent of the Company.

The Company will not accept any Purchase Payment under Section 4 unless it is a contribution under a pension or profit sharing plan which meets the requirements of Section 401 of the Internal Revenue Code of 1954, as amended, or the requirements for deduction of the employer's contribution under Section 404(a)(2) of such code.

4.2 APPLICATION OF PURCHASE PAYMENTS

Each Purchase Payment, net of the Sales Load and Premium Taxes, will be applied to one or more Investment Accounts. Net Purchase Payments applied to the Separate Account will provide Accumulation Units in one or more Divisions. Accumulation Units are credited as of the effective date of the Net Purchase Payment. Net Purchase Payments applied to the Guaranteed Interest Fund 1 will accrue interest from the effective date of the Purchase Payment.

The number of Accumulation Units will be determined by dividing the Net Purchase Payment by the value of an Accumulation Unit on the effective date. This number of Accumulation Units will not be changed by any subsequent change in the dollar value of Accumulation Units.

4.3 SELECTION OF INVESTMENT ACCOUNT FOR PURCHASE PAYMENTS

The Owner may change the allocation of Net Purchase Payments among the Investment Accounts by written notice to the Company. Net Purchase Payments received at the Home Office on or after the date on which notice is received will be applied to the designated Investment Accounts on the basis of the new allocation.

4.4 TRANSFER OF ACCUMULATION VALUE

Before the Maturity Date the Owner may, on request satisfactory to the Company, transfer amounts from one Investment Account to another, subject to the transfer restrictions described in Section 3.3.

For transfers among the Separate Account Divisions, the number of Accumulation Units to be applied or deducted will be adjusted to reflect the respective value of the Accumulation Units in each of the Divisions on the date the transfer is effective.

For transfers from the Guaranteed Interest Fund 1, amounts closest to the end of the Guaranteed Period will be removed first. In the event that two amounts are equally close to the end of the Guaranteed Period, the one which was applied to the Guaranteed Interest Fund 1 earlier will be removed first.

A Transfer Fee may be deducted from the amount transferred. The maximum amount of the Transfer Fee is shown on Page 4. The minimum amount that may be transferred is the lesser of \$100 or the entire Accumulation Value of the Investment Account from which the transfer is being made.

A transfer request is subject to limitation or modification if the Company determines that the transfer would be to the disadvantage of other contract Owners with interests in the Separate Account Divisions or if required by applicable laws or regulations. The limitation or modification may be applied to transfers to and/or from the Separate Account Divisions and could include but not be limited to:

- limiting the number of transfers allowed in a Contract Year;
- the requirement of a minimum time period between each transfer;
- limiting the dollar amount that may be transferred between or among the Separate Account Divisions in any one day;
- requiring that a transfer request be submitted in a particular form and/or by a specific process.

The Company reserves the right to modify or eliminate any transfer request process (including without limitation transfer requests via the Internet, via facsimile, or by telephone) for some or all contract Owners as the Company deems appropriate.

4.5 WITHDRAWALS AND FULL SURRENDER

Before the Maturity Date the Owner may, on request satisfactory to the Company, withdraw all or a portion of the Accumulation Value of the Contract. The Company may require that the Minimum Accumulation Value shown on Page 4 remain after a partial withdrawal. Withdrawal of the entire value of the Contract constitutes a full surrender, and receipt of the Contract at the Home Office will terminate this Contract. Receipt of the Contract may be waived by the Company.

The cash value of the amount withdrawn will be the Accumulation Value withdrawn determined as of the date the withdrawal is effective.

The term "withdrawal amounts" as used in this Contract includes amounts paid as full surrenders and withdrawals of a portion of the Accumulation Value of the Contract.

For withdrawals from the Guaranteed Interest Fund 1, amounts closest to the end of the Guaranteed Period will be removed first. In the event that two amounts are equally close to the end of the Guaranteed Period, the one which was applied to the Guaranteed Interest Fund 1 earlier will be removed first.

4.6 EFFECTIVE DATE

The effective date of the initial Purchase Payment is the date the initial Purchase Payment is applied under the Contract. The initial Purchase

Payment shall be applied no later than two Business Days after the Valuation Date on which the initial Purchase Payment has been received at the Home Office if a properly completed Application for Deferred Annuity has also been received at the Home Office.

If the Application is incomplete and is not properly completed within five Business Days after receipt of the initial Purchase Payment, the initial Purchase Payment shall be returned, unless the applicant specifically consents to the Company retaining the Purchase Payment until the Application is made complete.

The effective date of a subsequent Purchase Payment, transfer or withdrawal is the Valuation Date on which the subsequent Purchase Payment or the request for transfer or withdrawal is received at the Home Office.

The Valuation Date referred to in this Section shall mean the following Valuation Date if the Purchase Payment, request for transfer or withdrawal is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

The Company may reject any application or Purchase Payment for any reason permitted by law. The Company may also be required to provide additional information about an applicant, Owner and an Owner's account to government regulators.

SECTION 5. BENEFITS

5.1 MATURITY BENEFIT

If the Annuitant is living on the Maturity Date shown on Page 3, the Company will pay a monthly income under an income plan chosen by the Owner.

The amount of the monthly income paid as the maturity benefit will depend on the income plan chosen (see Section 11) and the maturity value. The maturity value of this Contract will be the Accumulation Value of the Contract on the effective date of the maturity benefit. The maturity

benefit will be effective on the Maturity Date. However, if the New York Stock Exchange is closed on the Maturity Date, the effective date will be the Valuation Date next preceding the Maturity Date.

If no income plan is chosen at the time a monthly income becomes payable, payments will be made under the variable payment form of Single Life Income plan, with payments certain for ten years, as described in Section 11.2

5.2 DEATH BENEFIT IF ANNUITANT IS AN OWNER

If the Annuitant is an Owner, the Beneficiary becomes entitled to the death benefit upon receipt at the Home Office of satisfactory proof of the death of the Annuitant before the Maturity Date. The death benefit will be the Accumulation Value of the Contract determined on the effective date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

If the Beneficiary becomes entitled to the death benefit due to the death of the Primary Annuitant prior to the Primary Annuitant's 75th birthday, the death benefit will not be less than:

- total Purchase Payments paid under the Contract; less
- an adjustment for every withdrawal made under Section 4.5. The adjustment for each withdrawal equals (a) times (b), where:
 - (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately before the withdrawal; and
 - (b) = total Purchase Payments paid under the Contract prior to the withdrawal less all adjustments for prior withdrawals.

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

If a Beneficiary becomes entitled to the death benefit in an amount less than the Minimum Accumulation Value shown on Page 4, the Accumulation Value will be distributed to the Beneficiary.

The cash value of any amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

5.3 DEATH BENEFIT IF ANNUITANT IS NOT AN OWNER

If the Annuitant is not an Owner, upon the death of the Annuitant the Contract continues with the Contingent Annuitant (Section 6.5) as the new Annuitant. The death benefit will be the Accumulation Value of the Contract determined on the effective date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

If the Primary Annuitant dies prior to the Primary Annuitant's 75th birthday, the death benefit will not be less than:

- total Purchase Payments paid under the Contract; less
- an adjustment for every withdrawal made under Section 4.5. The adjustment for each withdrawal equals (a) times (b), where:
 - (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately before the withdrawal; and
 - (b) = total Purchase Payments paid under the Contract prior to the withdrawal less all adjustments for prior withdrawals.

As of the effective date, the Accumulation Value of the Contract will be set at an amount equal to the death benefit.

SECTION 6. BENEFICIARIES AND CONTINGENT ANNUITANTS

6.1 CHANGING THE BENEFICIARY

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

6.2 SUCCESSION OF INTEREST OF BENEFICIARIES

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

6.3 TRUSTEE AS BENEFICIARY

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

The Company will be fully discharged of liability for any action taken by the trustee and for all

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

6.4 GENERAL

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

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

6.5 NAMING AND CHANGING A CONTINGENT ANNUITANT

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

SECTION 7. CHARGES AND FEES

7.1 SALES LOAD AND PREMIUM TAXES

The Company will deduct the Sales Load shown on Page 4 from Purchase Payments received. The Company may also deduct Premium Taxes incurred from Purchase Payments received.

7.2 CONTRACT FEE

On each contract anniversary prior to the Maturity Date, a Contract Fee will be charged for administrative expenses. The amount of the

Contract Fee is shown on Page 4. The Contract Fee will be deducted from the Investment Accounts in proportion to the Accumulation Value of the Investment Accounts.

The effective date of the Contract Fee will be the contract anniversary. However, if the New York Stock Exchange is closed on the contract anniversary, the effective date will be the next following Valuation Date.

SECTION 8. OWNERSHIP

8.1 THE OWNER

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

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

8.2 TRANSFER OF OWNERSHIP

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

8.3 NAMING AND CHANGING A SUCCESSOR OWNER

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

8.4 COLLATERAL ASSIGNMENT

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

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

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 8.2.

8.5 REPORTS TO OWNERS

At least once each Contract Year, the Company will also send to the Owner or payee a statement of the Accumulation Values of the Investment Accounts, the number of units credited to the Contract, the dollar value of a unit as of a date not more than two months previous to the date of mailing, and a statement of the investments held by the Separate Account.

8.6 TRANSFERABILITY RESTRICTIONS

Notwithstanding any other provisions of this Contract, the Owner may not:

- change the ownership of the Contract; or
- sell the Contract, or assign or pledge the Contract as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than the Company.

These restrictions will not apply if the Owner is:

- the trustee of an employee trust that is qualified under the Internal Revenue Code; or
- the custodian of a custodial account treated as an employee trust that is qualified under the Internal Revenue Code.

The restrictions do not preclude the employer under a nontrusteed plan from transferring ownership of this Contract to the Annuitant or to the employer or trustee under another plan or trust when required by the plan.

SECTION 9. INCOME PLANS

9.1 GUARANTEES

The Company guarantees that mortality and expense results will not adversely affect the amount of variable payments.

9.2 VALUATION OF SEPARATE ACCOUNT ASSETS

The value of the shares of each Portfolio held in the Separate Account on each Valuation Date will be the redemption value of the shares on that date. If the right to redeem shares of a Portfolio has been suspended, or payment of the redemption value has been postponed, the shares held in the Separate Account (and Annuity Units) may be valued at fair value as determined in good faith by the Board of Trustees of the Company for the sole purpose of computing annuity payments.

9.3 DETERMINATION OF SEPARATE ACCOUNT VALUES

The method of determination by the Company of the Net Investment Factor, and the number and value of Accumulation Units and Annuity Units, will be conclusive upon the Owner, any assignee, the Annuitant, and any Beneficiary.

9.4 DEFERMENT OF BENEFIT PAYMENTS

Separate Account Divisions. The Company reserves the right to defer determination of the contract values of the Separate Account portion of this Contract, or the payment of benefits under a variable income plan, until after the end of any period during which the right to redeem shares of a Portfolio is suspended, or payment of the redemption value is postponed. Any deferment would be in accordance with the provisions of the Investment Company Act of 1940 by reason of closing of, or restriction of trading on, the New York Stock Exchange, or other emergency, or as otherwise permitted by the Act. In addition, the Company reserves the right to defer payment of contract values until seven days after the end of any deferment in the determination of contract values.

Guaranteed Interest Fund 1. The Company may defer paying contract values of the Guaranteed Interest Fund 1 for up to six months from the effective date of the withdrawal or full surrender. If payment is deferred for 30 days or more, interest will be paid on the withdrawal amounts at an

annual effective interest in accordance with the laws of the state in which this Contract is delivered.

9.5 DIVIDENDS

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

Any dividend credited prior to the Maturity Date will be applied on the effective date as a Net Purchase Payment unless the Owner elects to have the dividends paid in cash. The effective date of the dividend will be the contract anniversary. However, if the New York Stock Exchange is closed on the contract anniversary, the effective date will be the next following Valuation Date.

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

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

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

9.6 INCONTESTABILITY

The Company will not contest this Contract after it has been in force during the lifetime of the Annuitant for two years from the Issue Date. This Issue Date is shown on Page 3.

9.7 MISSTATEMENTS

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

9.8 ENTIRE CONTRACT; CHANGES

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

All payments by the Company under this Contract are payable at its Home Office.

Assets of the Separate Account are owned by the Company and the Company is not a trustee with respect thereto. The Company may from time to time adjust the amount of assets contained in the Separate Account, by periodic withdrawals or additions, to reflect the Contract deductions and the Company's reserves for this and other similar contracts.

This Contract is subject to the laws of the state in which it is delivered. All benefits are at least as great as those required by that state.

9.9 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if:

- prior to the Maturity Date no Purchase Payments have been received under the Contract for a period of two full years and each of the following is less than the Minimum Accumulation Value shown on Page 4:
 - a. the Accumulation Value of the Contract; and
 - b. total Purchase Payments paid under the Contract, less any amounts withdrawn under Section 4.5; or
- on the Maturity Date the Accumulation Value of the Contract is less than the Minimum Accumulation Value shown on Page 4 or would provide an initial monthly income which is less than the minimum payment amount shown on Page 4.

SECTION 10. PAYMENT OF CONTRACT BENEFITS

10.1 PAYMENT OF BENEFITS

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

- a variable income plan;
- a fixed income plan; or
- in cash.

The provisions and rates for variable and fixed income plans are described in Section 11.

10.2 DEATH BENEFIT

A Beneficiary entitled to the death benefit upon the death of an Annuitant may elect to receive the Accumulation Value under an income plan or in cash provided no income plan was elected by the Owner. The death benefit will not be less than the cash value. The cash value of any amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

SECTION 11. INCOME PLANS

11.1 INCOME PLAN ELECTIONS

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

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

Effective Date. If the Annuitant is an Owner, an income plan that is elected by the Owner for the death benefit will take effect on the date proof of death of the Annuitant is received at the Home Office. An income plan that is elected for the maturity benefit will take effect on the Maturity Date. In all other situations, an income plan that

is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

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

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

11.2 INCOME PLAN OFFERINGS

The Company will make available the following income plans:

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

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

These income plans are available on either a fixed or variable basis. Under a fixed income plan the payment remains level. Under a variable income plan the payment will increase or decrease as described in Section 11.5.

Other Selections. The Company may offer additional income plans.

11.3 ALLOCATION OF BENEFITS

Upon election of a variable income plan, the Owner or Beneficiary may select the allocation of variable benefits among the Divisions.

If no selection is made, the allocation of benefits will be as follows:

- for amounts in the Separate Account Divisions, benefits will be allocated in proportion to the Accumulation Value of each Division on the effective date of the variable income plan; and
- for amounts in the Guaranteed Interest Fund 1, benefits will be allocated 100% to the Money Market Division.

11.4 ANNUITY UNITS UNDER VARIABLE INCOME PLANS

The interest of this Contract in the Separate Account after the effective date of a variable income plan is represented by Annuity Units.

The dollar value of Annuity Units for each Division will increase or decrease to reflect the investment experience of the Division. The value of an Annuity Unit on any Valuation Date is the product of:

- the Annuity Unit value on the immediately preceding Valuation Date;
- the Net Investment Factor for the period from the immediately preceding Valuation Date up to and including the current Valuation Date (the current period); and
- the Daily Adjustment Factor of .99990575 raised to a power equal to the number of days in the current period to reflect the Assumed Investment Rate of 3.50% used in calculating the monthly payment rate.

11.5 PAYMENTS UNDER VARIABLE INCOME PLANS

First Payment. The first payment under a variable income plan will be due as of the effective date of the income plan.

The amount of the first payment is the sum of payments from each Division, each determined by multiplying the benefits allocated to the Division under the variable income plan by the applicable monthly variable payment rate per \$1,000 of benefits.

Number of Annuity Units. The number of Annuity Units in each Division under a variable income plan is determined by dividing the amount of the first payment payable from the Division by the Annuity Unit value for the Division at the close of business on the effective date of the variable income plan. The number of Annuity Units will not be changed by any subsequent change in the dollar value of Annuity Units.

Subsequent Variable Payments. The amount of each subsequent payment from each Division under a variable income plan will increase or decrease in accord with the increase or decrease in the value of an Annuity Unit which reflects the investment experience of that Division of the Separate Account.

The amount of subsequent variable payments is the sum of payments from each Division, each determined by multiplying the fixed number of Annuity Units for the Division by the value of an Annuity Unit for the Division on:

- the fifth Valuation Date prior to the payment due date if the payment due date is a Valuation Date; or
- the sixth Valuation Date prior to the payment due date if the payment due date is not a Valuation Date.

11.6 TRANSFERS INVOLVING VARIABLE INCOME PLANS

A Beneficiary receiving payments under a variable income plan may transfer Annuity Units from one Division to another. The number of Annuity Units in each Division will be adjusted to reflect the respective value of the Annuity Units in the Divisions on the date the transfer is effective.

A Transfer Fee may be deducted from the amount transferred. The amount of the Transfer Fee is shown on Page 4. Transfers from the Money Market Division may be made at any time. No transfer from the other Divisions may be made within 90 days of the effective date of a variable income plan or within 90 days from the effective date of the last transfer.

A transfer will be effective on the Valuation Date on which a satisfactory transfer request is received in the Home Office, or a later date if requested. However, the transfer will be effective on the following Valuation Date if the request is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

11.7 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

11.8 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

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

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

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

11.9 INCOME PLAN RATES

Fixed Income Plan Rates. Payments under a fixed income plan will be based on rates declared by the Company that will not be less than the rates shown in the Payment Rate Tables. The declared rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract.

Variable Income Plan Rates. The Company may from time to time declare higher initial rates for variable income plans under this Contract. These higher rates will not be available to increase payments under income plans already in effect. If the higher initial rate is used, the Daily Adjustment Factor described in Section 11.4 will be determined based on the Assumed Investment Rate used in calculating the alternate payment rate.

Payment Rate Tables. The guaranteed monthly payment rates for both a fixed income plan and the first payment under a variable income plan are shown in the Payment Rate Tables. The tables show rates for the Life Income Plans and are based on the sex and adjusted age of any individual upon whose life payments depend. The adjusted age is:

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

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

The rates shown in the Payment Rate Tables are calculated on a guaranteed basis. For Life Income Plans that take effect later than the twelfth contract anniversary, the adjusted age calculation causes a reduction in the guaranteed benefit from what it would have been had the Contract not yet passed its twelfth contract anniversary.

Subsequent fixed annuity payments under a Life Income Plan will remain level unless the plan that is elected dictates otherwise.

PAYMENT RATE TABLES
Monthly Income Payments per \$1,000 of Benefits
First Payment Under Variable Income Plan

SINGLE LIFE INCOME PLAN

| SINGLE LIFE MONTHLY PAYMENTS | | | | | | | |
|------------------------------|-----------------------|---------|---------|----------------------------|-----------------------|---------|---------|
| MALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | | FEMALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | |
| | ZERO | 10 | 20 | | ZERO | 10 | 20 |
| 55 | \$ 4.08 | \$ 4.05 | \$ 3.96 | 55 | \$ 3.97 | \$ 3.95 | \$ 3.88 |
| 56 | 4.15 | 4.12 | 4.02 | 56 | 4.03 | 4.01 | 3.94 |
| 57 | 4.22 | 4.19 | 4.07 | 57 | 4.10 | 4.07 | 3.99 |
| 58 | 4.30 | 4.26 | 4.13 | 58 | 4.17 | 4.14 | 4.05 |
| 59 | 4.39 | 4.34 | 4.20 | 59 | 4.25 | 4.21 | 4.11 |
| 60 | 4.47 | 4.42 | 4.26 | 60 | 4.33 | 4.29 | 4.17 |
| 61 | 4.57 | 4.50 | 4.33 | 61 | 4.41 | 4.37 | 4.23 |
| 62 | 4.67 | 4.60 | 4.40 | 62 | 4.50 | 4.45 | 4.30 |
| 63 | 4.77 | 4.69 | 4.47 | 63 | 4.60 | 4.54 | 4.37 |
| 64 | 4.89 | 4.79 | 4.54 | 64 | 4.70 | 4.64 | 4.44 |
| 65 | 5.01 | 4.90 | 4.61 | 65 | 4.81 | 4.74 | 4.51 |
| 66 | 5.14 | 5.02 | 4.69 | 66 | 4.93 | 4.84 | 4.59 |
| 67 | 5.28 | 5.14 | 4.76 | 67 | 5.06 | 4.96 | 4.66 |
| 68 | 5.43 | 5.27 | 4.83 | 68 | 5.19 | 5.08 | 4.73 |
| 69 | 5.59 | 5.41 | 4.91 | 69 | 5.34 | 5.21 | 4.81 |
| 70 | 5.77 | 5.56 | 4.98 | 70 | 5.49 | 5.34 | 4.88 |
| 71 | 5.96 | 5.72 | 5.05 | 71 | 5.67 | 5.49 | 4.95 |
| 72 | 6.17 | 5.89 | 5.11 | 72 | 5.85 | 5.65 | 5.01 |
| 73 | 6.40 | 6.06 | 5.17 | 73 | 6.05 | 5.81 | 5.08 |
| 74 | 6.65 | 6.25 | 5.22 | 74 | 6.27 | 5.99 | 5.14 |
| 75 | 6.92 | 6.44 | 5.27 | 75 | 6.51 | 6.17 | 5.19 |
| 76 | 7.22 | 6.64 | 5.31 | 76 | 6.77 | 6.36 | 5.24 |
| 77 | 7.54 | 6.84 | 5.35 | 77 | 7.06 | 6.55 | 5.29 |
| 78 | 7.90 | 7.05 | 5.38 | 78 | 7.38 | 6.75 | 5.32 |
| 79 | 8.28 | 7.27 | 5.40 | 79 | 7.73 | 6.96 | 5.36 |
| 80 | 8.71 | 7.48 | 5.42 | 80 | 8.11 | 7.17 | 5.38 |
| 81 | 9.17 | 7.69 | 5.43 | 81 | 8.54 | 7.37 | 5.41 |
| 82 | 9.68 | 7.89 | 5.44 | 82 | 9.01 | 7.58 | 5.42 |
| 83 | 10.24 | 8.09 | 5.45 | 83 | 9.52 | 7.78 | 5.44 |
| 84 | 10.85 | 8.27 | 5.46 | 84 | 10.09 | 7.97 | 5.45 |
| 85 and over | 11.53 | 8.44 | 5.46 | 85 and over | 10.71 | 8.15 | 5.45 |

JOINT AND SURVIVOR LIFE INCOME PLAN

| JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain) | | | | | | | |
|---|----------------------|---------|---------|---------|---------|---------|-------------|
| MALE ADJUSTED AGE* | FEMALE ADJUSTED AGE* | | | | | | |
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 and over |
| 55 | \$ 3.64 | \$ 3.76 | \$ 3.85 | \$ 3.92 | \$ 3.98 | \$ 4.01 | \$ 4.03 |
| 60 | 3.74 | 3.90 | 4.06 | 4.19 | 4.28 | 4.35 | 4.39 |
| 65 | 3.81 | 4.03 | 4.26 | 4.47 | 4.65 | 4.77 | 4.85 |
| 70 | 3.86 | 4.13 | 4.44 | 4.76 | 5.06 | 5.30 | 5.45 |
| 75 | 3.90 | 4.20 | 4.57 | 5.01 | 5.47 | 5.90 | 6.20 |
| 80 | 3.93 | 4.25 | 4.66 | 5.18 | 5.81 | 6.46 | 6.99 |
| 85 and over | 3.94 | 4.27 | 4.71 | 5.28 | 6.03 | 6.87 | 7.64 |

*See Section 11.9

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

Monthly payment rates are based on an Assumed Investment Rate of 3.50% and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

PAYMENT RATE TABLES
Monthly Income Payments per \$1,000 of Benefits
Guaranteed Fixed Payment

SINGLE LIFE INCOME PLAN

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

JOINT AND SURVIVOR LIFE INCOME PLAN

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

*See Section 11.9

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

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

Agent

Address

Telephone

It is recommended that you ...

read your Contract.

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

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

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

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

Election of Trustees

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

FLEXIBLE PAYMENT DEFERRED VARIABLE ANNUITY - ACCOUNT A

AMOUNTS ALLOCATED TO THE SEPARATE ACCOUNT DIVISIONS AND VARIABLE PAYMENTS PROVIDED BY THIS CONTRACT ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT BUT ARE VARIABLE AND MAY INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT.

RR.VA.AFR.(0313)

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AMENDMENTS (if any)

APPLICATION

CONTRACT INFORMATION

CONTRACT NUMBER ¹[00 000 000]

PLAN Flexible Payment Variable Annuity

ADDITIONAL BENEFITS ²[Enhanced Death Benefit]

TAX REPORTING CATEGORY ³[Personal Annuity]

PRIMARY ANNUITANT ⁴[John J. Doe]

AGE AND SEX ⁵[35 Male]

OWNER ⁶[John J. Doe, the Annuitant]

ISSUE DATE ⁷[August 31, 2005]

CONTRACT ANNIVERSARY ⁸[August 31, 2006 and each August 31
Thereafter]

MATURITY DATE ⁹[August 31, 2068]

DIRECT BENEFICIARY ¹⁰[Jane K. Doe, Wife of the Annuitant]

CONTINGENT BENEFICIARY ¹¹[John J. Doe, Jr., Son of the Annuitant]

INVESTMENT ACCOUNTS

On the Issue Date, Purchase Payments and contract values may be allocated among the following Investment Accounts. Available Separate Account Divisions and Multi-Year Guaranteed Interest Funds are subject to change. See Sections 2.1 and 3.4.

Divisions of Separate Account B:

¹²

Select Bond Division
Franklin Templeton International Equity Division
Money Market Division
Balanced Division
Index 500 Stock Division
Aggressive Growth Stock Division
High Yield Bond Division
Growth Stock Division
Large Cap Core Stock Division
Index 400 Stock Division
Small Cap Growth Stock Division
Russell Multi-Style Equity Division
Russell Aggressive Equity Division
Russell Non-US Division
Russell Real Estate Securities Division
Russell Core Bond Division
Asset Allocation Division
International Growth Stock Division

CONTINUED ON PAGE 3-1

CONTINUED FROM PAGE 3

Divisions of Separate Account B:

| | |
|---|--|
| T. Rowe Price Small Cap Value Division | |
| Capital Guardian Domestic Equity Division | |
| AllianceBernstein Mid Cap Value Division | |
| Janus Capital Appreciation Division | |
| T. Rowe Price Equity Income Division | |
| Fidelity VIP Mid Cap Division | |

Guaranteed Accounts:

Guaranteed Interest Fund 1
Multi-Year Guaranteed Interest Funds:
Guaranteed Interest Fund 8

CHARGES AND FEES

DEDUCTION FROM PURCHASE PAYMENTS:

PREMIUM TAX (See Section 7.1):

For the first Contract Year, Premium Taxes are not deducted from Purchase Payments. After the first Contract Year, the Company may deduct Premium Taxes from Purchase Payments received or benefits paid.

ANNUAL MORTALITY AND EXPENSE RISK CHARGES (See Section 2.3):

Class A Annuity and Accumulation Units:

0.50% at Issue; 0.75% Maximum

Class B Annuity and Accumulation Units:

1.25% at Issue; 1.50% Maximum

ANNUAL CONTRACT FEE (See Section 7.2):

\$30 charged on the contract anniversary. The contract fee will be waived if the Accumulation Value of the contract equals or exceeds \$25,000 on the contract anniversary.

¹³[ENHANCED DEATH BENEFIT CHARGE:

¹⁴[0.10%] of the Enhanced Death Benefit on each contract anniversary.]

TRANSFER FEE (See Sections 4.4 and 11.6): ¹⁵[\$0]

CONTINUED ON PAGE 4-1

CONTINUED FROM PAGE 4

CHARGES AND FEES

WITHDRAWAL CHARGE (See Section 7.4):

The first \$100,000 of Net Purchase Payments paid under the contract start in Category Eight. The next \$400,000 start in Category Four. All additional Net Purchase Payments start in Category Two. On each contract anniversary, any amount in a category moves to the next lower category until that amount reaches Category Zero. On the date on which proof of death of the Primary Annuitant is received at the Home Office, Net Purchase Payments paid prior to the date of death move to Category Zero. Except for withdrawals from a Multi-Year Guaranteed Interest Fund during the first four years of a Guaranteed Period, the Withdrawal Charge shall be the amount of the Net Purchase Payment withdrawn multiplied by the Withdrawal Charge Percentage for the applicable Withdrawal Charge Category.

| Withdrawal Charge Category | Withdrawal Charge Percentage |
|----------------------------|------------------------------|
| Eight | 6% |
| Seven | 6% |
| Six | 6% |
| Five | 5% |
| Four | 4% |
| Three | 3% |
| Two | 2% |
| One | 1% |
| Zero | 0% |

For amounts withdrawn from a Multi-Year Guaranteed Interest Fund during the first three years of a Guaranteed Period, the Withdrawal Charge is 6% of the Accumulation Value withdrawn. For amounts withdrawn from a Multi-Year Guaranteed Interest Fund during the fourth year of a Guaranteed Period, the Withdrawal Charge is 5% of the Accumulation Value withdrawn. Upon a withdrawal from a Multi-Year Guaranteed Interest Fund during the first four years of a Guaranteed Period, the total amount in the Withdrawal Charge Categories, starting with the highest category, is reduced by the amount withdrawn but not to an amount less than zero. For amounts withdrawn from a Multi-Year Guaranteed Interest Fund after the fourth year of a Guaranteed Period the Withdrawal Charge shall be the amount of the Net Purchase Payment withdrawn multiplied by the Withdrawal Charge Percentage for the applicable Withdrawal Charge Category.

CONTINUED ON PAGE 4-2

CONTINUED FROM PAGE 4-1

MINIMUM PURCHASE PAYMENTS, ACCUMULATION VALUE, INCOME PLANS

MINIMUM PURCHASE PAYMENT (See Section 4.1): \$25

MINIMUM ACCUMULATION VALUE (See Sections 5.2 and 9.9): \$2,000

MINIMUM PAYMENT UNDER INCOME PLAN (See Sections 9.9 and 10.1): \$50 Monthly Income.

GUARANTEED ACCOUNTS

MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE (See Section 3.2): 0.50%

INITIAL NONFORFEITURE RATE (See Section 3.5): ¹⁷[1.00%]

MAXIMUM ACCUMULATION VALUE OF THE GUARANTEED ACCOUNTS (See Section 3.7):
¹⁶[\$100,000]

MINIMUM PURCHASE PAYMENT OR TRANSFER INTO MULTI-YEAR GUARANTEED INTEREST FUND (See Section 3.4): ¹⁷[\$10,000]

TRANSACTION LIMITATION PERIOD FOR MULTI-YEAR GUARANTEED INTEREST FUNDS (See Sections 3.4 and 7.4):

Guaranteed Interest Fund 8: 4 years from the beginning of each
Guaranteed Period

SECTION 1. GENERAL TERMS AND DEFINITIONS

ACCUMULATION UNIT. A unit of measure used to determine the value of the interest of this Contract in the Separate Account prior to the date on which amounts are placed under an income plan. Accumulation Units may be Class A Accumulation Units or Class B Accumulation Units.

ACCUMULATION VALUE. The Accumulation Value of a Separate Account Division is the total value of all Accumulation Units in that Division. The Accumulation Value of the Guaranteed Accounts is the sum of amounts applied to the accounts, plus credited interest, less fees and amounts withdrawn or transferred from the accounts. The Accumulation Value of the Contract is the sum of the Accumulation Values of all Investment Accounts.

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

ANNUITY UNIT. A unit of measure used to determine the amount of variable payments under a variable income plan and the value of the interest of a variable income plan in the Separate Account. Annuity Units may be Class A Annuity Units or Class B Annuity Units.

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

BUSINESS DAY. Any day on which the New York Stock Exchange is open for trading.

COMPANY. The Northwestern Mutual Life Insurance Company.

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

CONTRACT FEE. An annual charge for administration expenses made on each contract anniversary prior to the Maturity Date.

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

DIVISION. A component of the Separate Account to which the Owner may allocate Net Purchase Payments and contract values.

GUARANTEED ACCOUNTS. The portion of the Contract that is credited with a guaranteed interest rate and which is held as part of the general assets of the Company. The Guaranteed Accounts are the Guaranteed Interest Fund 1 and the Multi-Year Guaranteed Interest Funds. The Guaranteed Accounts may consist of Class A Guaranteed Accounts and Class B Guaranteed Accounts.

GUARANTEED PERIOD. A period for which the Company has declared an annual effective interest rate on an amount in a Guaranteed Account. A Guaranteed Period will not extend beyond the Maturity Date.

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

INVESTMENT ACCOUNT. The Guaranteed Accounts and Separate Account Divisions available for allocation of Net Purchase Payments and contract values. The available Investment Accounts are listed on Page 3.

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

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

MARKET VALUE ADJUSTMENT. An adjustment that is charged or credited by the Company if all or a portion of the Accumulation Value is withdrawn or transferred from a Multi-Year Guaranteed Interest Fund.

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

NET PURCHASE PAYMENT. A Purchase Payment less all applicable deductions. Deductions may include a Premium Tax.

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

PORTFOLIOS. Mutual funds or portfolios of mutual funds in which the assets of the Separate Account are invested.

PREMIUM TAX. A tax imposed by a governmental entity when Purchase Payments are received or benefits are paid.

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

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

SEPARATE ACCOUNT. NML Variable Annuity Account B. The Separate Account consists of assets set aside by the Company, the investment performance of which is kept separate from that of the general assets and all other separate account assets of the Company.

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

TRANSFER FEE. A deduction that is made from the amount transferred between Investment Accounts.

VALUATION DATE. Any day on which the assets of the Separate Account are valued. Assets are valued as of the close of trading on the New York Stock Exchange for each day the Exchange is open.

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

WITHDRAWAL CHARGE FREE AMOUNT. For a withdrawal, the amount that can be withdrawn without a Withdrawal Charge prior to the withdrawal of Net Purchase Payments.

SECTION 2. SEPARATE ACCOUNT

2.1 SEPARATE ACCOUNT

Net Purchase Payments (see Section 4.2) and amounts transferred from other Investment Accounts under this Contract (see Section 4.4) may be applied to one or more Divisions of the Separate Account (NML Variable Annuity Account B). The Separate Account has been established by the Company and is registered as a unit investment trust under the Investment Company Act of 1940. The Separate Account consists of assets set aside by the Company, the investment performance of which is kept separate from that of the general assets and all other separate account assets of the Company. The assets of the Separate Account will not be charged with liabilities arising out of any other business the Company may conduct. Interests in the Separate Account are represented by Accumulation Units and Annuity Units, described in Sections 2.2 and 11.4, respectively.

The Separate Account is comprised of the Divisions listed on Page 3. The assets allocated to these Divisions are invested in shares of the corresponding Portfolios. Shares of the Portfolios are purchased for the Separate Account at their net asset value.

The Company reserves the right to eliminate or add additional Divisions and Portfolios.

2.2 ACCUMULATION UNITS

The interest of this Contract in the Separate Account, prior to the date on which amounts become payable under an income plan, is represented by Accumulation Units. The dollar value of Accumulation Units for each Division will increase or decrease to reflect the investment experience of the Division. The value of an Accumulation Unit on any Valuation Date is the product of:

- the value on the immediately preceding Valuation Date; and
- the Net Investment Factor for the period from the immediately preceding Valuation Date up to and including the current Valuation Date (the current period).

There may be Class A and Class B Accumulation Units. The Mortality and Expense Risk Charge for each class is shown on Page 4.

2.3 NET INVESTMENT FACTOR

For each Division of the Separate Account the Net Investment Factor for the current period is one plus the net investment rate for that Division. The net investment rate for the current period is equal to the gross investment rate for the Division reduced on each Valuation Date by a Mortality and Expense Risk Charge. The charge for these risks on the Issue Date is shown on Page 4. The Company may increase or decrease the charge after the Issue Date, but the Company may not increase the charges to exceed the maximum charges shown on Page 4.

The gross investment rate for the current period for each Division is equal to a. divided by b. where:

a. is:

- the investment income of the Division for the current period; plus
- capital gains for the period, whether realized or unrealized, on the assets of the Division; less
- capital losses for the period, whether realized or unrealized, on the assets of the Division; less
- deduction for any tax liability paid or reserved for by the Company resulting from the maintenance or operation of the Division; and less
- any reasonable expenses paid or reserved for by the Company which result from a substitution of other securities for shares of the Portfolio(s) as set forth in Section 2.4; and

b. is the value of the assets in the Division on the immediately preceding Valuation Date.

The gross investment rate may be positive or negative. The deduction for any tax liability may be charged proportionately against those contracts to which the liability is attributable by a reduction in the gross investment rate for those contracts.

2.4 SUBSTITUTION AND CHANGE

Pursuant to a vote of the Owners of variable annuity contracts having an interest in a Division or as otherwise permitted by applicable insurance and securities law, a substitution or change may be made as follows:

- the assets of the Division may be invested in securities other than shares of the Portfolio(s) as a substitute for those shares already purchased or as the securities to be purchased in the future;
- the Separate Account, or a Division, may be operated as a management company under the Investment Company Act of 1940, or in any other form permitted by law, if deemed by the Company to be in the best interests of the contract Owners;
- the Separate Account may be deregistered under the Investment Company Act of 1940 in the event registration is no longer required; or
- the provisions of the Contracts may be modified to comply with any other applicable federal or state laws.

In the event of a substitution or change, the Company may make appropriate endorsement on this and other contracts having an interest in the Separate Account and take other actions as may be necessary to effect the substitution or change. Any such substitution or change will be subject to any required approval of the Securities and Exchange Commission (SEC) and the Commissioner of Insurance for the state of Wisconsin, and filing with the state in which this Contract is issued.

SECTION 3. GUARANTEED ACCOUNTS

3.1 GUARANTEED ACCOUNTS

Net Purchase Payments (see Section 4.2) and amounts transferred from other Investment Accounts under this Contract (see Section 4.4) may be applied to a Guaranteed Account. Contract benefits placed under a variable income plan cannot be applied to a Guaranteed Account. Amounts applied to a Guaranteed Account become part of the general assets of the Company.

3.2 ACCUMULATION VALUE

The Accumulation Value of each Guaranteed Account is the sum of the amounts applied to it, plus credited interest, less fees and any amounts withdrawn or transferred from that Account. Interest begins to accrue on the effective date of the Purchase Payment or transfer (see Section 4.6). There may be Class A and Class B Guaranteed Accounts.

3.3 TRANSFER RESTRICTIONS

Transfers of Accumulation Value into a Guaranteed Account will not be allowed for a period of 90 days following the most recent transfer of Accumulation Value from that Guaranteed Account.

Transfers of Accumulation Value from a Guaranteed Account will not be allowed for a period of 365 days following the most recent transfer of Accumulation Value from that Guaranteed Account.

The maximum amount of the Accumulation Value that may be transferred from a Guaranteed Account in one transfer is limited to the greater of:

- 25% of the Accumulation Value of that Guaranteed Account on the last contract anniversary preceding the transfer; or
- the amount of the most recent transfer from that Guaranteed Account.

However, in no event will this maximum transfer amount be less than \$1,000 or greater than \$50,000.

3.4 MULTI-YEAR GUARANTEED INTEREST FUNDS

No amount less than the Minimum Purchase Payment or Transfer into Multi-Year Guaranteed Interest Fund, as shown on Page 4, may be applied without prior consent of the Company. No amount may be applied to a Multi-Year Guaranteed Interest Fund if the Company is not offering a Guaranteed Period that would end on or before the Maturity Date. If an amount has been applied to a Multi-Year Guaranteed Interest Fund, no additional amounts may be applied to a Multi-Year Guaranteed Interest Fund without prior consent of the Company. The Company reserves the right to add or eliminate Multi-Year Guaranteed Interest Funds for subsequent Purchase Payments, transfers or upon expiration of a Guaranteed Period.

Transfers of Accumulation Value from a Multi-Year Guaranteed Interest Fund will not be allowed during that fund's Transaction Limitation Period as shown on Page 4.

Notwithstanding the transfer restrictions in Section 3.3, upon the expiration of a Guaranteed Period for a Multi-Year Guaranteed Interest Fund, the Accumulation Value of that Multi-Year Guaranteed Interest Fund will be allocated to an Investment Account selected by the Owner. If no Investment Account is selected, the Accumulation Value of that Multi-Year Guaranteed Interest Fund will be allocated 100% to the Money Market Division. This transfer shall not be considered a transfer for purposes of the transfer restrictions in Section 3.3.

3.5 NONFORFEITURE RATE

The initial nonforfeiture rate is shown on Page 4. The nonforfeiture rate will be redetermined (a) at the start of any Guaranteed Period unless there is an amount in a Multi-Year Guaranteed Interest Fund within its Guaranteed Period, and (b) eight years from the most recent previous redetermination or, if there has been no previous redetermination, from the Issue Date.

Upon redetermination, the nonforfeiture rate will equal the greater of (a) the minimum nonforfeiture rate required by law as of the Issue Date or (b) the Five Year Constant Maturity Treasury Rate reported by the Federal Reserve as of the second-to-last Valuation Date of the month preceding the month of redetermination, rounded to the nearest .05%, minus 1.25%, but not more than 3%.

3.6 MARKET VALUE ADJUSTMENT

A Market Value Adjustment will be charged or credited by the Company if all or a portion of the value in a Multi-Year Guaranteed Interest Fund is withdrawn or transferred prior to the end of the Guaranteed Period. However, after the death of the Primary Annuitant a Market Value Adjustment will not be charged or credited for the remainder of the Guaranteed Period in effect on the date of death.

The Market Value Adjustment will equal:

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

A = the Accumulation Value being withdrawn or transferred from a Multi-Year Guaranteed Interest Fund;

B = the Constant Maturity Treasury Rate reported by the Federal Reserve as of the second-to-last Valuation Date of the month preceding the month in which the declared interest rate first became effective for the duration nearest the length of the applicable Guaranteed Period;

C = the Constant Maturity Treasury Rate reported by the Federal Reserve as of the second-to-last Valuation Date of the month preceding the month of the withdrawal or transfer for the duration nearest the time remaining in the applicable Guaranteed Period but not less than one year; and

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

In the determination of the Market Value Adjustment, a period whose length is exactly half-way between periods for which a Constant Maturity Treasury Rate is reported will be considered to be nearer to the shorter duration, but not less than one year.

The Market Value Adjustment will not increase or decrease values by more than a proportionate allocation of the excess, if any, of the interest credited to the Multi-Year Guaranteed Interest Fund since the beginning of the Guaranteed Period in which such amount is transferred or withdrawn to the date of the transfer or withdrawal, over the interest that would have been credited if the interest rate declared by the Company had equaled the nonforfeiture rate during that same time period.

3.7 MAXIMUM ACCUMULATION VALUE OF THE GUARANTEED ACCOUNTS

The Accumulation Value of the Guaranteed Accounts may not exceed the Maximum Accumulation Value of the Guaranteed Accounts as shown on Page 4 without prior consent of the Company, except when the maximum is exceeded because of interest accruing to the Guaranteed Accounts.

3.8 GUARANTEED VALUES

The cash value of the Guaranteed Accounts will not be less than the Minimum Value.

The Minimum Value equals:

- an accumulation, at the nonforfeiture rate, of 87.5% of the amounts applied to the Guaranteed Accounts; less
- an accumulation, at the nonforfeiture rate, of the cash value of amounts withdrawn from the Guaranteed Accounts without regard to any positive Market Value Adjustments; less
- an accumulation, at the nonforfeiture rate, of adjustments made to the Minimum Value for each transfer from the Guaranteed Accounts to the Separate Account, where each adjustment equals the amount transferred, adjusted for any negative Market Value Adjustment, less any excess of the Withdrawal Charge applicable to the Guaranteed Account immediately before the transfer over the Withdrawal Charge applicable to the Guaranteed Account after the transfer.

Guaranteed values are at least as great as those required by the state in which this Contract is delivered.

SECTION 4. PURCHASE PAYMENTS, TRANSFERS, WITHDRAWALS

4.1 PAYMENT OF PURCHASE PAYMENTS

All Purchase Payments are payable at the Home Office or to an authorized agent. A receipt signed by an officer of the Company will be furnished on request.

Purchase Payments may be made at any time prior to the death of an Owner and prior to the Maturity Date. Purchase Payments may be made after the death of an Owner only if the new Owner of the Contract is the surviving spouse of the deceased Owner. The Owner may vary the amount of Purchase Payments, but no Purchase Payment may be less than the Minimum Purchase Payment shown on Page 4. Total Purchase Payments may not exceed \$5,000,000 without the consent of the Company.

4.2 APPLICATION OF PURCHASE PAYMENTS

Each Purchase Payment, net of Premium Taxes, will be applied to one or more Investment Accounts. Net Purchase Payments purchase Class B Accumulation Units or are applied to Class B Guaranteed Accounts. Accumulation Units are credited as of the effective date of the Net Purchase Payment. Net Purchase Payments applied to the Guaranteed Accounts will accrue interest from the effective date of the Purchase Payment.

The number of Accumulation Units will be determined by dividing the Net Purchase Payment by the value of an Accumulation Unit on the effective date. This number of Accumulation Units will not be changed by any subsequent change in the dollar value of Accumulation Units.

4.3 SELECTION OF INVESTMENT ACCOUNT FOR PURCHASE PAYMENTS

The Owner may change the allocation of Net Purchase Payments among the Investment Accounts by written notice to the Company. Net Purchase Payments received at the Home Office on or after the date on which notice is received will be applied to the designated Investment Accounts on the basis of the new allocation.

4.4 TRANSFER OF ACCUMULATION VALUE

Before the Maturity Date the Owner may, on request satisfactory to the Company, transfer amounts from one Investment Account to another, subject to the transfer restrictions described in Sections 3.3 and 3.4. If the transfer is from a Multi-Year Guaranteed Interest Fund, a Market Value Adjustment will be charged or credited, if applicable, as described in Section 3.6.

For transfers among the Separate Account Divisions, the number of Accumulation Units to be applied or deducted will be adjusted to reflect the respective value of the Accumulation Units in each of the Divisions on the date the transfer is effective.

For transfers from a Guaranteed Account, amounts closest to the end of the Guaranteed Period will be removed first. In the event that two amounts are equally close to the end of the Guaranteed Period, the one which was applied to the Guaranteed Account earlier will be removed first.

Any transfers of Class A Accumulation Value purchase Class A Accumulation Units or are applied to Class A Guaranteed Accounts. Any transfers of Class B Accumulation Value purchase Class B Accumulation Units or are applied to Class B Guaranteed Accounts.

A Transfer Fee may be deducted from the amount transferred. The maximum amount of the Transfer Fee is shown on Page 4. The minimum amount that may be transferred is the lesser of \$100 or the entire Accumulation Value of the Investment Account from which the transfer is being made.

A transfer request is subject to limitation or modification if the Company determines that the transfer would be to the disadvantage of other contract Owners with interests in the Separate Account Divisions or if required by applicable laws or regulations. The limitation or modification may be applied to transfers to and/or from the Separate Account Divisions and could include but not be limited to:

- limiting the number of transfers allowed in a Contract Year;
- the requirement of a minimum time period between each transfer;
- limiting the dollar amount that may be transferred between or among the Separate Account Divisions in any one day;
- requiring that a transfer request be submitted in a particular form and/or by a specific process.

The Company reserves the right to modify or eliminate any transfer request process (including without limitation transfer requests via the Internet, via facsimile, or by telephone) for some or all contract Owners as the Company deems appropriate.

4.5 WITHDRAWALS AND FULL SURRENDER

Before the Maturity Date the Owner may, on request satisfactory to the Company, withdraw all or a portion of the Accumulation Value of the Contract. The Company may require that the Minimum Accumulation Value shown on Page 4 remain after a partial withdrawal. Withdrawal of the entire value of the Contract constitutes a full surrender, and receipt of the Contract at the Home Office will terminate this Contract. Receipt of the Contract may be waived by the Company.

The cash value of the amount withdrawn will be the Accumulation Value withdrawn determined as of the date the withdrawal is effective, less any applicable Withdrawal Charge. The Withdrawal Charge is described in Section 7.4. If the surrender or withdrawal is from a Multi-Year Guaranteed Interest Fund, a Market Value Adjustment will be charged or credited, if applicable, as described in Section 3.6.

The term "withdrawal amounts" as used in this Contract includes amounts paid as full surrenders and withdrawals of a portion of the Accumulation Value of the Contract.

Withdrawals from the Guaranteed Accounts will be withdrawn in accordance with the Order of Withdrawal provisions of Section 7.4. Subject to that order of withdrawal, the first amounts withdrawn from a Class A Guaranteed Account or a Class B Guaranteed Account, whichever are applicable, will be those amounts closest to the end of the Guaranteed Period. In the event that two amounts are equally close to the end of the Guaranteed Period, the one which was applied to the Guaranteed Account earlier will be removed first.

4.6 EFFECTIVE DATE

The effective date of the initial Purchase Payment is the date the initial Purchase Payment is applied under the Contract. The initial Purchase Payment shall be applied no later than two Business Days after the Valuation Date on which the initial Purchase Payment has been received at the Home Office if a properly completed Application for Deferred Annuity has also been received at the Home Office.

If the Application is incomplete and is not properly completed within five Business Days after receipt of the initial Purchase Payment, the initial Purchase Payment shall be returned, unless the applicant specifically consents to the Company retaining the Purchase Payment until the Application is made complete.

The effective date of a subsequent Purchase Payment, transfer or withdrawal is the Valuation Date on which the subsequent Purchase Payment or the request for transfer or withdrawal is received at the Home Office.

The Valuation Date referred to in this Section shall mean the following Valuation Date if the Purchase Payment, request for transfer or withdrawal is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

The Company may reject any application or Purchase Payment for any reason permitted by law. The Company may also be required to provide additional information about an applicant, Owner and an Owner's account to government regulators.

SECTION 5. BENEFITS

5.1 MATURITY BENEFIT

If the Annuitant is living on the Maturity Date shown on Page 3, the Company will pay a monthly income under an income plan chosen by the Owner.

The amount of the monthly income paid as the maturity benefit will depend on the income plan chosen (see Section 11) and the maturity value. The maturity value of this Contract will be the Accumulation Value of the Contract on the effective date of the maturity benefit, less any

applicable Withdrawal Charge (see Section 7.4). The maturity benefit will be effective on the Maturity Date. However, if the New York Stock Exchange is closed on the Maturity Date, the effective date will be the Valuation Date next preceding the Maturity Date.

If no income plan is chosen at the time a monthly income becomes payable, payments will be made under the variable payment form of Single Life Income plan, with payments certain for ten years, as described in Section 11.2.

5.2 DEATH BENEFIT IF ANNUITANT IS AN OWNER

If the Annuitant is an Owner, the Beneficiary becomes entitled to the death benefit upon receipt at the Home Office of satisfactory proof of the death of the Annuitant before the Maturity Date. The death benefit will be the Accumulation Value of the Contract determined on the effective date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

If the Beneficiary becomes entitled to the death benefit due to the death of the Primary Annuitant prior to the Primary Annuitant's 75th birthday, the death benefit will not be less than:

- total Purchase Payments paid under the Contract; less
- an adjustment for every withdrawal made under Section 4.5. The adjustment for each withdrawal equals (a) times (b), where:
 - (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately before the withdrawal; and
 - (b) = total Purchase Payments paid under the Contract prior to the withdrawal less all adjustments for prior withdrawals.

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

If a Beneficiary becomes entitled to the death benefit in an amount less than the Minimum Accumulation Value shown on Page 4, the Accumulation Value will be distributed to the Beneficiary.

The cash value of any amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

5.3 DEATH BENEFIT IF ANNUITANT IS NOT AN OWNER

If the Annuitant is not an Owner, upon the death of the Annuitant the Contract continues with the Contingent Annuitant (Section 6.5) as the new Annuitant. The death benefit will be the Accumulation Value of the Contract determined on the effective date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

If the Primary Annuitant dies prior to the Primary Annuitant's 75th birthday, the death benefit will not be less than:

- total Purchase Payments paid under the Contract; less
- an adjustment for every withdrawal made under Section 4.5. The adjustment for each withdrawal equals (a) times (b), where:
 - (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately before the withdrawal; and
 - (b) = total Purchase Payments paid under the Contract prior to the withdrawal less all adjustments for prior withdrawals.

As of the effective date, the Accumulation Value of the Contract will be set at an amount equal to the death benefit.

SECTION 6. BENEFICIARIES AND CONTINGENT ANNUITANTS

6.1 CHANGING THE BENEFICIARY

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

6.2 SUCCESSION OF INTEREST OF BENEFICIARIES

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

6.3 TRUSTEE AS BENEFICIARY

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

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

6.4 GENERAL

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

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

6.5 NAMING AND CHANGING A CONTINGENT ANNUITANT

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

SECTION 7. CHARGES, FEES AND CONVERSION

7.1 PREMIUM TAXES

The Company may deduct Premium Taxes incurred from Purchase Payments received.

7.2 CONTRACT FEE

On each contract anniversary prior to the Maturity Date, a Contract Fee will be charged for administrative expenses. The amount of the Contract Fee is shown on Page 4. The Contract Fee will be deducted from the Investment Accounts, other than the Multi-Year Guaranteed Interest Funds, in proportion to the Accumulation Value of those Investment Accounts. In the event the Accumulation Value in accounts other than the Multi-Year Guaranteed Interest Funds is insufficient to pay the Contract Fee, the Contract Fee will be deducted from the Accumulation Value of the Multi-Year Guaranteed Interest Funds.

The effective date of the Contract Fee will be the contract anniversary. However, if the New York Stock Exchange is closed on the contract anniversary, the effective date will be the next following Valuation Date.

7.3 CONVERSION OF INVESTMENT ACCOUNTS

On a contract anniversary some Class B Accumulation Units may convert to Class A Accumulation Units and a portion of Class B Guaranteed Accounts may convert to Class A Guaranteed Accounts. The amounts that will be converted are dependent on the conversion of Net Purchase Payments.

On a contract anniversary, a Net Purchase Payment converts if:

- the total Accumulation Value of the Contract exceeds \$25,000;
- the Net Purchase Payment has not previously converted; and
- the Net Purchase Payment is in the zero Withdrawal Charge category.

If a Net Purchase Payment converts, a conversion percentage is calculated. The conversion percentage equals the greater of:

- the Net Purchase Payments converting divided by all Net Purchase Payments not already converted; and
- the Net Purchase Payments converting divided by the value of all Class B Accumulation Units and Class B Guaranteed Accounts, but in no event more than 100%.

A percentage of Class B Accumulation Units in each Division(s), equal to the conversion percentage, will convert to Class A Accumulation Units in the same Division(s). The number of Accumulation Units will be adjusted to reflect the respective value of the Accumulation Units on the date of the conversion.

A percentage of each Class B Guaranteed Account, equal to the conversion percentage, will convert to a corresponding Class A Guaranteed Account beginning with the amounts closest to the end of the Guaranteed Period. For the remainder of the Guaranteed Period, such amounts will be credited with interest at the rates applicable to amounts in the Class A Guaranteed Account as of the date the interest rate was declared.

7.4 WITHDRAWAL CHARGE

Conditions. Maturity benefits and withdrawals are subject to a Withdrawal Charge described on Page 4. There is no Withdrawal Charge on withdrawals paid under a variable Life Income Plan

Calculations. Except for withdrawals from a Multi-Year Guaranteed Interest Fund during that fund's Transaction Limitation Period as shown on Page 4, the amount of the Withdrawal Charge is equal to the sum of the Withdrawal Charges on all Net Purchase Payments. The Withdrawal Charge on a Net Purchase Payment is equal to the Withdrawal Charge percentage on the date the Withdrawal Charge is determined, multiplied by the amount of the Net Purchase Payment. The Withdrawal Charge Percentages are shown on Page 4.

For withdrawals from a Multi-Year Guaranteed Interest Fund during that fund's Transaction Limitation Period as shown on Page 4:

- the Withdrawal Charge is a percentage of the Accumulation Value withdrawn as shown on Page 4.
- the Withdrawal Charge applies during the initial Guaranteed Period and during all subsequent Guaranteed Periods.
- there is no Withdrawal Charge after the death of the Primary Annuitant for the remainder of the Guaranteed Period in effect on the date of death.

For all withdrawals, Withdrawal Charges are determined:

- for maturity benefits, as of the Maturity Date.

- for withdrawals under Section 4.5, as of the effective date of the withdrawal.
- for withdrawals from income plans, as of the effective date of the withdrawal.

Withdrawal Charge Free Amount. If the Accumulation Value of the Contract is at least \$10,000 on the most recent contract anniversary preceding a withdrawal under Section 4.5, then the amount eligible for the Withdrawal Charge Free Amount for each Contract Year is 10% of the Class B Accumulation Value of the Contract on the most recent contract anniversary preceding the withdrawal. The Withdrawal Charge Free Amount is not available for amounts withdrawn from a Multi-Year Guaranteed Interest Fund during that fund's Transaction Limitation Period as shown on Page 4.

Order of Withdrawal. A withdrawal will be taken from the Contract in the following order:

- first, any amount being withdrawn from a Multi-Year Guaranteed Interest Fund during that fund's Transaction Limitation Period as shown on Page 4;
- next, from the Withdrawal Charge Free Amount, if any;
- next, from the Class A Accumulation Value of the Contract;
- next, from the Net Purchase Payments which have not been converted under Section 7.3, in the order that produces the lowest Withdrawal Charge; and
- last, from any remaining Accumulation Value of the Contract.

SECTION 8. OWNERSHIP

8.1 THE OWNER

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

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

8.2 TRANSFER OF OWNERSHIP

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

8.3 NAMING AND CHANGING A SUCCESSOR OWNER

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

8.4 COLLATERAL ASSIGNMENT

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

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

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 8.2.

8.5 VOTING RIGHTS AND REPORTS TO OWNERS

As long as the Separate Account continues to be registered as a unit investment trust under the Investment Company Act of 1940 and the assets of the Separate Account are invested in shares of a Portfolio, the Company will vote shares held by the Separate Account in accordance with the instructions received from the Owners of Accumulation Units or, after payments have commenced under a variable income plan, from the Beneficiaries receiving payments under those income plans. Each Owner or Beneficiary will receive:

- periodic reports relating to the Portfolio;
- proxy material;
- a form with which to give voting instructions; and
- information regarding the proportion of shares of each Portfolio held in the Separate Account corresponding either to the Accumulation Units credited to this Contract or the number of shares held in the Separate Account representing the Company's actuarial liability under the variable income plan.

At least once each Contract Year, the Company will also send to the Owner or Beneficiary a statement of the Accumulation Values of the Investment Accounts, the number of units credited to the Contract, the dollar value of a unit as of a date not more than two months previous to the date of mailing, and a statement of the investments held by the Separate Account.

SECTION 9. THE CONTRACT

9.1 GUARANTEES

The Company guarantees that mortality and expense results will not adversely affect the amount of variable payments.

9.2 VALUATION OF SEPARATE ACCOUNT ASSETS

The value of the shares of each Portfolio held in the Separate Account on each Valuation Date will be the redemption value of the shares on that date. If the right to redeem shares of a Portfolio has been suspended, or payment of the redemption value has been postponed, the shares held in the Separate Account (and Annuity Units) may be valued at fair value as determined in good faith by the Board of Trustees of the Company for the sole purpose of computing annuity payments.

9.3 DETERMINATION OF SEPARATE ACCOUNT VALUES

The method of determination by the Company of the Net Investment Factor, and the number and value of Accumulation Units and Annuity Units, will be conclusive upon the Owner, any assignee, the Annuitant, and any Beneficiary.

9.4 DEFERMENT OF BENEFIT PAYMENTS

Separate Account Divisions. The Company reserves the right to defer determination of the contract values of the Separate Account portion of this Contract, or the payment of benefits under a variable income plan, until after the end of any period during which the right to redeem shares of a Portfolio is suspended, or payment of the redemption value is postponed. Any deferment would be in accordance with the provisions of the Investment Company Act of 1940 by reason of closing of, or restriction of trading on, the New York Stock Exchange, or other emergency, or as otherwise permitted by the Act. In addition, the Company reserves the right to defer payment of contract values until seven days after the end of any deferment in the determination of contract values.

Guaranteed Accounts. The Company may defer paying contract values from Guaranteed Accounts for up to six months from the effective date of the withdrawal or full surrender. If payment is deferred for 30 days or more, interest will be paid on the withdrawal amounts at an annual effective interest rate in accordance with the laws of the state in which this Contract is delivered.

9.5 DIVIDENDS

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

Any dividend credited prior to the Maturity Date will be applied on the effective date as a Net Purchase Payment unless the Owner elects to have the dividend paid in cash. The effective date will be the contract anniversary. However, if the New York Stock Exchange is closed on the contract anniversary, the effective date will be the next Valuation Date.

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

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

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

9.6 INCONTESTABILITY

The Company will not contest this Contract after it has been in force during the lifetime of the Annuitant for two years from the Issue Date. This Issue Date is shown on Page 3.

9.7 MISSTATEMENTS

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

9.8 ENTIRE CONTRACT; CHANGES

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

All payments by the Company under this Contract are payable at its Home Office.

Assets of the Separate Account are owned by the Company and the Company is not a trustee with respect thereto. The Company may from time to time adjust the amount of assets contained in the Separate Account, by periodic withdrawals or additions, to reflect the contract deductions and the Company's reserves for this and other similar contracts.

This Contract is subject to the laws of the state in which it is delivered. All benefits are at least as great as those required by that state.

9.9 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if:

- prior to the Maturity Date no Purchase Payments have been received under the Contract for a period of two full years and each of the following is less than the Minimum Accumulation Value shown on Page 4:
 - a. the Accumulation Value of the Contract; and
 - b. total Purchase Payments paid under the Contract, less any amounts withdrawn under Section 4.5; or
- on the Maturity Date the Accumulation Value of the Contract is less than the Minimum Accumulation Value shown on Page 4 or would provide an initial monthly income which is less than the minimum payment amount shown on Page 4.

SECTION 10. PAYMENT OF CONTRACT BENEFITS

10.1 PAYMENT OF BENEFITS

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

- a variable income plan;
- a fixed income plan; or
- in cash.

The provisions and rates for variable and fixed income plans are described in Section 11.

10.2 DEATH BENEFIT

A Beneficiary entitled to the death benefit upon the death of an Annuitant may elect to receive the Accumulation Value under an income plan or in cash provided no income plan was elected by the Owner. The death benefit will not be less than the cash value. The cash amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

SECTION 11. INCOME PLANS

11.1 INCOME PLAN ELECTIONS

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

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

Effective Date. If the Annuitant is an Owner, an income plan that is elected by the Owner for the death benefit will take effect on the date proof of death of the Annuitant is received at the Home Office. An income plan that is elected for the maturity benefit will take effect on the Maturity Date. In all other situations, an income plan that is

elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

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

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

11.2 INCOME PLAN OFFERINGS

The Company will make available the following income plans:

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

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

These income plans are available on either a fixed or variable basis. Under a fixed income plan the payment remains level. Under a variable income plan the payment will increase or decrease as described in Section 11.5.

Other Selections. The Company may offer additional income plans.

11.3 ALLOCATION OF BENEFITS

Upon election of a variable income plan, the Owner or Beneficiary may select the allocation of variable benefits among the Divisions.

If no selection is made, the allocation of benefits will be as follows:

- for amounts in the Separate Account Divisions, benefits will be allocated in proportion to the Accumulation Value of each Division on the effective date of the variable income plan; and
- for amounts in the Guaranteed Accounts, benefits will be allocated 100% to the Money Market Division.

11.4 ANNUITY UNITS UNDER VARIABLE INCOME PLANS

The interest of this Contract in the Separate Account after the effective date of a variable income plan is represented by Annuity Units. There may be Class A Annuity Units and Class B Annuity Units. The Mortality and Expense Risk Charge used to calculate the Net Investment Factor for each class is shown on Page 4.

The dollar value of Annuity Units for each Division will increase or decrease to reflect the investment experience of the Division. The value of an Annuity Unit on any Valuation Date is the product of:

- the Annuity Unit value on the immediately preceding Valuation Date;
- the Net Investment Factor for the period from the immediately preceding Valuation Date up to and including the current Valuation Date (the current period); and
- the Daily Adjustment Factor of .99990575 raised to a power equal to the number of days in the current period to reflect the Assumed Investment Rate of 3.50% used in calculating the monthly payment rate.

11.5 PAYMENTS UNDER VARIABLE INCOME PLANS

First Payment. The first payment under a variable income plan will be due as of the effective date of the income plan.

The amount of the first payment is the sum of payments from each Division, each determined by multiplying the benefits allocated to the Division under the variable income plan by the applicable monthly variable payment rate per \$1,000 of benefits.

Number of Annuity Units. The number of Annuity Units in each Division under a variable income plan is determined by dividing the amount of the first payment payable from the Division by the Annuity Unit value for the Division at the close of business on the effective date of the variable income plan. Class A Accumulation Value purchases Class A Annuity Units and Class B Accumulation Value purchases Class B Annuity Units. The number of Annuity Units will not be changed by any subsequent change in the dollar value of Annuity Units.

Subsequent Variable Payments. The amount of each subsequent payment from each Division under a variable income plan will increase or decrease in accord with the increase or decrease in the value of an Annuity Unit which reflects the investment experience of that Division of the Separate Account.

The amount of subsequent variable payments is the sum of payments from each Division, each determined by multiplying the fixed number of Annuity Units for the Division by the value of an Annuity Unit for the Division on:

- the fifth Valuation Date prior to the payment due date if the payment due date is a Valuation Date; or
- the sixth Valuation Date prior to the payment due date if the payment due date is not a Valuation Date.

11.6 TRANSFERS INVOLVING VARIABLE INCOME PLANS

A Beneficiary receiving payments under a variable income plan may transfer Annuity Units from one Division to another. Any transfers of Class A Annuity Units purchase Class A Annuity Units. Any transfers of Class B Annuity Units purchase Class B Annuity Units. The number of Annuity Units in each Division will be adjusted to reflect the respective value of the Annuity Units in the Divisions on the date the transfer is effective.

A Transfer Fee may be deducted from the amount transferred. The amount of the Transfer Fee is shown on Page 4. Transfers from the Money Market Division may be made at any time. No transfer from the other Divisions may be made within 90 days of the effective date of a variable income plan or within 90 days from the effective date of the last transfer.

A transfer will be effective on the Valuation Date on which a satisfactory transfer request is received in the Home Office, or a later date if requested. However, the transfer will be effective on the following Valuation Date if the request is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

11.7 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

11.8 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

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

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

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

11.9 INCOME PLAN RATES

Fixed Income Plan Rates. Payments under a fixed income plan will be based on rates declared by the Company that will not be less than the rates shown in the Payment Rate Tables. The declared rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract.

Variable Income Plan Rates. The Company may from time to time declare higher initial rates for variable income plans under this Contract. These higher rates will not be available to increase payments under income plans already in effect. If the higher initial rate is used, the Daily Adjustment Factor described in Section 11.4 will be determined based on the Assumed Investment Rate used in calculating the alternate payment rate.

Payment Rate Tables. The guaranteed monthly payment rates for both a fixed income plan and the first payment under a variable income plan are shown in the Payment Rate Tables. The tables show rates for the Life Income Plans and are based on the sex and adjusted age of any individual upon whose life payments depend. The adjusted age is:

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

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

The rates shown in the Payment Rate Tables are calculated on a guaranteed basis. For Life Income Plans that take effect later than the twelfth contract anniversary, the adjusted age calculation causes a reduction in the guaranteed benefit from what it would have been had the Contract not yet passed its twelfth contract anniversary.

Subsequent fixed annuity payments under a Life Income Plan will remain level unless the plan that is elected dictates otherwise.

PAYMENT RATE TABLES
Monthly Income Payments per \$1,000 of Benefits
First Payment Under Variable Income Plan

SINGLE LIFE INCOME PLAN

| SINGLE LIFE MONTHLY PAYMENTS | | | | | | | |
|------------------------------|-----------------------|---------|---------|----------------------------|-----------------------|---------|---------|
| MALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | | FEMALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | |
| | ZERO | 10 | 20 | | ZERO | 10 | 20 |
| 55 | \$ 4.08 | \$ 4.05 | \$ 3.96 | 55 | \$ 3.97 | \$ 3.95 | \$ 3.88 |
| 56 | 4.15 | 4.12 | 4.02 | 56 | 4.03 | 4.01 | 3.94 |
| 57 | 4.22 | 4.19 | 4.07 | 57 | 4.10 | 4.07 | 3.99 |
| 58 | 4.30 | 4.26 | 4.13 | 58 | 4.17 | 4.14 | 4.05 |
| 59 | 4.39 | 4.34 | 4.20 | 59 | 4.25 | 4.21 | 4.11 |
| 60 | 4.47 | 4.42 | 4.26 | 60 | 4.33 | 4.29 | 4.17 |
| 61 | 4.57 | 4.50 | 4.33 | 61 | 4.41 | 4.37 | 4.23 |
| 62 | 4.67 | 4.60 | 4.40 | 62 | 4.50 | 4.45 | 4.30 |
| 63 | 4.77 | 4.69 | 4.47 | 63 | 4.60 | 4.54 | 4.37 |
| 64 | 4.89 | 4.79 | 4.54 | 64 | 4.70 | 4.64 | 4.44 |
| 65 | 5.01 | 4.90 | 4.61 | 65 | 4.81 | 4.74 | 4.51 |
| 66 | 5.14 | 5.02 | 4.69 | 66 | 4.93 | 4.84 | 4.59 |
| 67 | 5.28 | 5.14 | 4.76 | 67 | 5.06 | 4.96 | 4.66 |
| 68 | 5.43 | 5.27 | 4.83 | 68 | 5.19 | 5.08 | 4.73 |
| 69 | 5.59 | 5.41 | 4.91 | 69 | 5.34 | 5.21 | 4.81 |
| 70 | 5.77 | 5.56 | 4.98 | 70 | 5.49 | 5.34 | 4.88 |
| 71 | 5.96 | 5.72 | 5.05 | 71 | 5.67 | 5.49 | 4.95 |
| 72 | 6.17 | 5.89 | 5.11 | 72 | 5.85 | 5.65 | 5.01 |
| 73 | 6.40 | 6.06 | 5.17 | 73 | 6.05 | 5.81 | 5.08 |
| 74 | 6.65 | 6.25 | 5.22 | 74 | 6.27 | 5.99 | 5.14 |
| 75 | 6.92 | 6.44 | 5.27 | 75 | 6.51 | 6.17 | 5.19 |
| 76 | 7.22 | 6.64 | 5.31 | 76 | 6.77 | 6.36 | 5.24 |
| 77 | 7.54 | 6.84 | 5.35 | 77 | 7.06 | 6.55 | 5.29 |
| 78 | 7.90 | 7.05 | 5.38 | 78 | 7.38 | 6.75 | 5.32 |
| 79 | 8.28 | 7.27 | 5.40 | 79 | 7.73 | 6.96 | 5.36 |
| 80 | 8.71 | 7.48 | 5.42 | 80 | 8.11 | 7.17 | 5.38 |
| 81 | 9.17 | 7.69 | 5.43 | 81 | 8.54 | 7.37 | 5.41 |
| 82 | 9.68 | 7.89 | 5.44 | 82 | 9.01 | 7.58 | 5.42 |
| 83 | 10.24 | 8.09 | 5.45 | 83 | 9.52 | 7.78 | 5.44 |
| 84 | 10.85 | 8.27 | 5.46 | 84 | 10.09 | 7.97 | 5.45 |
| 85 and over | 11.53 | 8.44 | 5.46 | 85 and over | 10.71 | 8.15 | 5.45 |

JOINT AND SURVIVOR LIFE INCOME PLAN

| JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain) | | | | | | | |
|---|----------------------|---------|---------|---------|---------|---------|-------------|
| MALE ADJUSTED AGE* | FEMALE ADJUSTED AGE* | | | | | | |
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 and over |
| 55 | \$ 3.64 | \$ 3.76 | \$ 3.85 | \$ 3.92 | \$ 3.98 | \$ 4.01 | \$ 4.03 |
| 60 | 3.74 | 3.90 | 4.06 | 4.19 | 4.28 | 4.35 | 4.39 |
| 65 | 3.81 | 4.03 | 4.26 | 4.47 | 4.65 | 4.77 | 4.85 |
| 70 | 3.86 | 4.13 | 4.44 | 4.76 | 5.06 | 5.30 | 5.45 |
| 75 | 3.90 | 4.20 | 4.57 | 5.01 | 5.47 | 5.90 | 6.20 |
| 80 | 3.93 | 4.25 | 4.66 | 5.18 | 5.81 | 6.46 | 6.99 |
| 85 and over | 3.94 | 4.27 | 4.71 | 5.28 | 6.03 | 6.87 | 7.64 |

*See Section 11.9

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

Monthly payment rates are based on an Assumed Investment Rate of 3.50% and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

PAYMENT RATE TABLES
Monthly Income Payments per \$1,000 of Benefits
Guaranteed Fixed Payment

SINGLE LIFE INCOME PLAN

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

JOINT AND SURVIVOR LIFE INCOME PLAN

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

*See Section 11.9

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

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

Agent

Address

Telephone

It is recommended that you ...

read your Contract.

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

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

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

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

Election Of Trustees

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

FLEXIBLE PAYMENT DEFERRED VARIABLE ANNUITY - ACCOUNT B

AMOUNTS ALLOCATED TO THE SEPARATE ACCOUNT DIVISIONS AND VARIABLE PAYMENTS PROVIDED BY THIS CONTRACT ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT BUT ARE VARIABLE AND MAY INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT.

RR.VA.BBK.(0313)

AR



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

Signed at Milwaukee, Wisconsin on the Issue Date.

[*John E. Schlipke* *Raymond A. Maristo*]

Chief Executive Officer

Secretary

FLEXIBLE PAYMENT DEFERRED VARIABLE ANNUITY - ACCOUNT B

Net Purchase Payments accumulated in a Separate Account, assets of which are invested in shares of one or more mutual funds, or Guaranteed Interest Fund 1.

Contract benefits payable in one sum or as variable or guaranteed monthly income. Variable income plan benefits described in Section 11.

Participating.

AMOUNTS ALLOCATED TO THE SEPARATE ACCOUNT DIVISIONS AND VARIABLE PAYMENTS PROVIDED BY THIS CONTRACT ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT BUT ARE VARIABLE AND MAY INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT.

Right To Return Contract. Please read this Contract carefully. The Owner may return the Contract for any reason within ten days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be cancelled and the Company will refund the sum of (a) the difference between the Purchase Payments paid and the amounts, if any, allocated to the Separate Account plus (b) the value of the Accumulation Units of the Separate Account on the effective date of return.

RR.VA.BFR.(0313)



| | |
|-------------------|-----------------|
| CONTRACT NUMBER | 00 000 000 |
| PRIMARY ANNUITANT | John J. Doe |
| ISSUE DATE | August 31, 2005 |

RR.VA.BFR.(0313)

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APPLICATION

CONTRACT INFORMATION

CONTRACT NUMBER ¹[00 000 000]

PLAN Flexible Payment Variable Annuity

ADDITIONAL BENEFITS ²[Enhanced Death Benefit]

TAX REPORTING CATEGORY ³[Personal Annuity]

PRIMARY ANNUITANT ⁴[John J. Doe]

AGE AND SEX ⁵[35 Male]

OWNER ⁶[John J. Doe, the Annuitant]

ISSUE DATE ⁷[August 31, 2005]

CONTRACT ANNIVERSARY ⁸[August 31, 2006 and each August 31
Thereafter]

MATURITY DATE ⁹[August 31, 2068]

DIRECT BENEFICIARY ¹⁰[Jane K. Doe, Wife of the Annuitant]

CONTINGENT BENEFICIARY ¹¹[John J. Doe, Jr., Son of the Annuitant]

INVESTMENT ACCOUNTS

On the Issue Date, Purchase Payments and contract values may be allocated among the following Investment Accounts. Available Separate Account Divisions are subject to change. See Section 2.1.

Divisions of Separate Account B:

- ¹² [
- Select Bond Division
 - Franklin Templeton International Equity Division
 - Money Market Division
 - Balanced Division
 - Index 500 Stock Division
 - Aggressive Growth Stock Division
 - High Yield Bond Division
 - Growth Stock Division
 - Large Cap Core Stock Division
 - Index 400 Stock Division
 - Small Cap Growth Stock Division
 - Russell Multi-Style Equity Division
 - Russell Aggressive Equity Division
 - Russell Non-US Division
 - Russell Real Estate Securities Division
 - Russell Core Bond Division
 - Asset Allocation Division
 - International Growth Stock Division
-]

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CONTINUED FROM PAGE 3

Divisions of Separate Account B:

- T. Rowe Price Small Cap Value Division
- Capital Guardian Domestic Equity Division
- AllianceBernstein Mid Cap Value Division
- Janus Capital Appreciation Division
- T. Rowe Price Equity Income Division
- Fidelity VIP Mid Cap Division

Guaranteed Accounts:

- Guaranteed Interest Fund 1

CHARGES AND FEES

DEDUCTION FROM PURCHASE PAYMENTS:
 SALES LOAD (See Section 7.1):

| Total Purchase Payments Paid Under the Contract | Amount Deducted From Purchase Payment |
|--|--|
| First \$100,000 | 4.5% |
| Next \$400,000 | 2.0% |
| Balance over \$500,000 | 1.0% |

PREMIUM TAX (See Section 7.1):
 For the first Contract Year, Premium Taxes are not deducted from Purchase Payments. After the first Contract Year, the Company may deduct Premium Taxes from Purchase Payments received or benefits paid.

ANNUAL MORTALITY AND EXPENSE RISK CHARGE (See Section 2.3):
 0.50% at Issue; 0.75% Maximum

ANNUAL CONTRACT FEE (See Section 7.2):
 \$30 charged on the contract anniversary. The contract fee will be waived if the Accumulation Value of the contract equals or exceeds \$25,000 on the contract anniversary.

¹³[ENHANCED DEATH BENEFIT CHARGE:
¹⁴[0.10%] of the Enhanced Death Benefit on each contract anniversary.]

TRANSFER FEE (See Sections 4.4 and 11.6): ¹⁵[\$0]

MINIMUM PURCHASE PAYMENTS, ACCUMULATION VALUE, INCOME PLANS

MINIMUM PURCHASE PAYMENT (See Section 4.1): \$25
 MINIMUM ACCUMULATION VALUE (See Sections 5.2 and 9.9): \$2,000
 MINIMUM PAYMENT UNDER INCOME PLAN (See Sections 9.9 and 10.1): \$50 Monthly Income.

GUARANTEED INTEREST FUND 1

MINIMUM GUARANTEED ANNUAL EFFECTIVE INTEREST RATE (See Section 3.2): 0.50%
 INITIAL NONFOREITURE RATE (See Section 3.5): ¹⁶[1.00%]
 MAXIMUM ACCUMULATION VALUE OF THE GUARANTEED INTEREST FUND 1 (See Section 3.4):
¹⁷[\$100,000]

SECTION 1. GENERAL TERMS AND DEFINITIONS

ACCUMULATION UNIT. A unit of measure used to determine the value of the interest of this Contract in the Separate Account prior to the date on which amounts are placed under an income plan.

ACCUMULATION VALUE. The Accumulation Value of a Separate Account Division is the total value of all Accumulation Units in that Division. The Accumulation Value of the Guaranteed Interest Fund 1 is the sum of amounts applied to the fund, plus credited interest, less fees and amounts withdrawn or transferred from the fund. The Accumulation Value of the Contract is the sum of the Accumulation Values of all Investment Accounts.

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

ANNUITY UNIT. A unit of measure used to determine the amount of variable payments under a variable income plan and the value of the interest of a variable income plan in the Separate Account.

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

BUSINESS DAY. Any day on which the New York Stock Exchange is open for trading.

COMPANY. The Northwestern Mutual Life Insurance Company.

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

CONTRACT FEE. An annual charge for administration expenses made on each contract anniversary prior to the Maturity Date.

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

DIVISION. A component of the Separate Account to which the Owner may allocate Net Purchase Payments and contract values.

GUARANTEED INTEREST FUND 1. The portion of the Contract that is credited with a guaranteed interest rate and which is held as part of the general assets of the Company.

GUARANTEED PERIOD. A period for which the Company has declared an annual effective interest rate on an amount in a Guaranteed Account. A Guaranteed Period will not extend beyond the Maturity Date.

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

INVESTMENT ACCOUNT. The Guaranteed Interest Fund 1 and Separate Account Divisions available for allocation of Net Purchase Payments and contract values. The available Investment Accounts are listed on Page 3.

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

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

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

NET PURCHASE PAYMENT. A Purchase Payment less all applicable deductions. Deductions may include the Sales Load and a Premium Tax.

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

PORTFOLIOS. Mutual funds or portfolios of mutual funds in which the assets of the Separate Account are invested.

PREMIUM TAX. A tax imposed by a governmental entity when Purchase Payments are received or benefits are paid.

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

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

SALES LOAD. A deduction made from Purchase Payments received.

SEPARATE ACCOUNT. NML Variable Annuity Account B. The Separate Account consists of assets set aside by the Company, the investment performance of which is kept separate from that of the general assets and all other separate account assets of the Company.

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

TRANSFER FEE. A deduction that is made from the amount transferred between Investment Accounts.

VALUATION DATE. Any day on which the assets of the Separate Account are valued. Assets are valued as of the close of trading on the New York Stock Exchange for each day the Exchange is open.

SECTION 2. SEPARATE ACCOUNT

2.1 SEPARATE ACCOUNT

Net Purchase Payments (see Section 4.2) and amounts transferred from other Investment Accounts under this Contract (see Section 4.4) may be applied to one or more Divisions of the Separate Account (NML Variable Annuity Account B). The Separate Account has been established by the Company and is registered as a unit investment trust under the Investment Company Act of 1940. The Separate Account consists of assets set aside by the Company, the investment performance of which is kept separate from that of the general assets and all other separate account assets of the Company. The assets of the Separate Account will not be charged with liabilities arising out of any other business the Company may conduct. Interests in the Separate Account are represented by Accumulation Units and Annuity Units, described in Sections 2.2 and 11.4, respectively.

The Separate Account is comprised of the Divisions listed on Page 3. The assets allocated to these Divisions are invested in shares of the corresponding Portfolios. Shares of the Portfolios are purchased for the Separate Account at their net asset value.

The Company reserves the right to eliminate or add additional Divisions and Portfolios.

2.2 ACCUMULATION UNITS

The interest of this Contract in the Separate Account, prior to the date on which amounts become payable under an income plan, is represented by Accumulation Units. The dollar value of Accumulation Units for each Division will increase or decrease to reflect the investment experience of the Division. The value of an Accumulation Unit on any Valuation Date is the product of:

- the value on the immediately preceding Valuation Date; and
- the Net Investment Factor for the period from the immediately preceding Valuation Date up to and including the current Valuation Date (the current period).

2.3 NET INVESTMENT FACTOR

For each Division of the Separate Account the Net Investment Factor for the current period is one plus the net investment rate for that Division. The net investment rate for the current period is equal to the gross investment rate for the Division reduced on each Valuation Date by a Mortality and Expense Risk Charge. The charge for these risks on the Issue Date is shown on Page 4. The Company may increase or decrease the charge after the Issue Date, but the Company may not increase the charges to exceed the maximum charges shown on Page 4.

The gross investment rate for the current period for each Division is equal to a. divided by b. where:

a. is:

- the investment income of the Division for the current period; plus
- capital gains for the period, whether realized or unrealized, on the assets of the Division; less
- capital losses for the period, whether realized or unrealized, on the assets of the Division; less
- deduction for any tax liability paid or reserved for by the Company resulting from the maintenance or operation of the Division; and less
- any reasonable expenses paid or reserved for by the Company which result from a substitution of other securities for shares of the Portfolio(s) as set forth in Section 2.4; and

b. is the value of the assets in the Division on the immediately preceding Valuation Date.

The gross investment rate may be positive or negative. The deduction for any tax liability may be charged proportionately against those contracts to which the liability is attributable by a reduction in the gross investment rate for those contracts.

2.4 SUBSTITUTION AND CHANGE

Pursuant to a vote of the Owners of variable annuity contracts having an interest in a Division or as otherwise permitted by applicable insurance and securities law, a substitution or change may be made as follows:

- the assets of the Division may be invested in securities other than shares of the Portfolio(s) as a substitute for those shares already purchased or as the securities to be purchased in the future;
- the Separate Account, or a Division, may be operated as a management company under the Investment Company Act of 1940, or in any other form permitted by law, if deemed by the Company to be in the best interests of the contract Owners;
- the Separate Account may be deregistered under the Investment Company Act of 1940 in the event registration is no longer required; or
- the provisions of the Contracts may be modified to comply with any other applicable federal or state laws.

In the event of a substitution or change, the Company may make appropriate endorsement on this and other contracts having an interest in the Separate Account and take other actions as may be necessary to effect the substitution or change. Any such substitution or change will be subject to any required approval of the Securities and Exchange Commission (SEC) and Commissioner of Insurance for the state of Wisconsin, and filing with the state in which this Contract is issued.

SECTION 3. GUARANTEED INTEREST FUND 1

3.1 GUARANTEED INTEREST FUND 1

Net Purchase Payments (see Section 4.2) and amounts transferred from other Investment Accounts under this Contract (see Section 4.4) may be applied to the Guaranteed Interest Fund 1. Contract benefits placed under a variable income plan cannot be applied to the Guaranteed Interest Fund 1. Amounts applied to the Guaranteed Interest Fund 1 become part of the general assets of the Company.

3.2 ACCUMULATION VALUE

The Accumulation Value of the Guaranteed Interest Fund 1 is the sum of the amounts applied to it, plus credited interest, less any fees and amounts withdrawn or transferred from the fund. Interest begins to accrue on the effective date of the Purchase Payment or transfer (see Section 4.6).

Interest will be credited at an annual effective interest rate of not less than the minimum guaranteed annual effective interest rate stated on Page 4. A higher rate may be declared by the Company from time to time for a Guaranteed Period set by the Company.

3.3 TRANSFER RESTRICTIONS

Transfers of Accumulation Value into the Guaranteed Interest Fund 1 will not be allowed for a period of 90 days following the most recent transfer of Accumulation Value from the Guaranteed Interest Fund 1.

Transfers of Accumulation Value from the Guaranteed Interest Fund 1 will not be allowed for a period of 365 days following the most recent transfer of Accumulation Value from the Guaranteed Interest Fund 1.

The maximum amount of the Accumulation Value that may be transferred from the Guaranteed Interest Fund 1 in one transfer is limited to the greater of:

- 25% of the Accumulation Value of the Guaranteed Interest Fund 1 on the last contract anniversary preceding the transfer; and

- the amount of the most recent transfer from the Guaranteed Interest Fund 1.

However, in no event will this maximum transfer amount be less than \$1,000 or greater than \$50,000.

3.4 MAXIMUM ACCUMULATION VALUE OF THE GUARANTEED INTEREST FUND 1

The Accumulation Value of the Guaranteed Interest Fund 1 may not exceed the Maximum Accumulation Value of the Guaranteed Interest Fund 1 as shown on Page 4 without prior consent of the Company, except when the maximum is exceeded because of interest accruing to the Guaranteed Interest Fund 1.

3.5 GUARANTEED VALUES

The cash value of the Guaranteed Interest Fund 1 will not be less than the Minimum Value.

The Minimum Value equals:

- an accumulation, at the nonforfeiture rate, of 92% of the amount applied to the Guaranteed Interest Fund 1; less
- an accumulation, at the nonforfeiture rate, of the cash value of amounts withdrawn or transferred from the Guaranteed Interest Fund 1.

The initial nonforfeiture rate is shown on Page 4. The nonforfeiture rate will be redetermined at the start of any Guaranteed Period. Upon redetermination, the nonforfeiture rate will equal the greater of (a) the minimum nonforfeiture rate required by law as of the Issue Date or (b) the Five Year Constant Maturity Treasury Rate reported by the Federal Reserve as of the second-to-last Valuation Date of the month preceding the month of redetermination, rounded to the nearest .05%, minus 1.25%, but not more than 3%.

Guaranteed values are at least as great as those required by the state in which this Contract is delivered.

SECTION 4. PURCHASE PAYMENTS, TRANSFERS, WITHDRAWALS

4.1 PAYMENT OF PURCHASE PAYMENTS

All Purchase Payments are payable at the Home Office or to an authorized agent. A receipt signed by an officer of the Company will be furnished on request.

Purchase Payments may be made at any time prior to the death of an Owner and prior to the Maturity Date. Purchase Payments may be made after the death of an Owner only if the new Owner of the Contract is the surviving spouse of the deceased Owner. The Owner may vary the amount of Purchase Payments, but no Purchase Payment may be less than the Minimum Purchase Payment shown on Page 4. Total Purchase Payments may not exceed \$5,000,000 without the consent of the Company.

4.2 APPLICATION OF PURCHASE PAYMENTS

Each Purchase Payment, net of the Sales Load and Premium Taxes, will be applied to one or more Investment Accounts. Net Purchase Payments applied to the Separate Account will provide Accumulation Units in one or more Divisions. Accumulation Units are credited as of the effective date of the Net Purchase Payment. Net Purchase Payments applied to the Guaranteed Interest Fund 1 will accrue interest from the effective date of the Purchase Payment.

The number of Accumulation Units will be determined by dividing the Net Purchase Payment by the value of an Accumulation Unit on the effective date. This number of Accumulation Units will not be changed by any subsequent change in the dollar value of Accumulation Units.

4.3 SELECTION OF INVESTMENT ACCOUNT FOR PURCHASE PAYMENTS

The Owner may change the allocation of Net Purchase Payments among the Investment Accounts by written notice to the Company. Net Purchase Payments received at the Home Office on or after the date on which notice is received will be applied to the designated Investment Accounts on the basis of the new allocation.

4.4 TRANSFER OF ACCUMULATION VALUE

Before the Maturity Date the Owner may, on request satisfactory to the Company, transfer amounts from one Investment Account to

another, subject to the transfer restrictions described in Section 3.3.

For transfers among the Separate Account Divisions, the number of Accumulation Units to be applied or deducted will be adjusted to reflect the respective value of the Accumulation Units in each of the Divisions on the date the transfer is effective.

For transfers from the Guaranteed Interest Fund 1, amounts closest to the end of the Guaranteed Period will be removed first. In the event that two amounts are equally close to the end of the Guaranteed Period, the one which was applied to the Guaranteed Interest Fund 1 earlier will be removed first.

A Transfer Fee may be deducted from the amount transferred. The maximum amount of the Transfer Fee is shown on Page 4. The minimum amount that may be transferred is the lesser of \$100 or the entire Accumulation Value of the Investment Account from which the transfer is being made.

A transfer request is subject to limitation or modification if the Company determines that the transfer would be to the disadvantage of other contract Owners with interests in the Separate Account Divisions or if required by applicable laws or regulations. The limitation or modification may be applied to transfers to and/or from the Separate Account Divisions and could include but not be limited to:

- limiting the number of transfers allowed in a Contract Year;
- the requirement of a minimum time period between each transfer;
- limiting the dollar amount that may be transferred between or among the Separate Account Divisions in any one day;
- requiring that a transfer request be submitted in a particular form and/or by a specific process.

The Company reserves the right to modify or eliminate any transfer request process (including without limitation transfer requests via the Internet, via facsimile, or by telephone) for some or all contract Owners as the Company deems appropriate.

4.5 WITHDRAWALS AND FULL SURRENDER

Before the Maturity Date the Owner may, on request satisfactory to the Company, withdraw all or a portion of the Accumulation Value of the Contract. The Company may require that the Minimum Accumulation Value shown on Page 4 remain after a partial withdrawal. Withdrawal of the entire value of the Contract constitutes a full surrender, and receipt of the Contract at the Home Office will terminate this Contract. Receipt of the Contract may be waived by the Company.

The cash value of the amount withdrawn will be the Accumulation Value withdrawn determined as of the date the withdrawal is effective.

The term "withdrawal amounts" as used in this Contract includes amounts paid as full surrenders and withdrawals of a portion of the Accumulation Value of the Contract.

For withdrawals from the Guaranteed Interest Fund 1, amounts closest to the end of the Guaranteed Period will be removed first. In the event that two amounts are equally close to the end of the Guaranteed Period, the one which was applied to the Guaranteed Interest Fund 1 earlier will be removed first.

4.6 EFFECTIVE DATE

The effective date of the initial Purchase Payment is the date the initial Purchase Payment is applied under the Contract. The initial Purchase

Payment shall be applied no later than two Business Days after the Valuation Date on which the initial Purchase Payment has been received at the Home Office if a properly completed Application for Deferred Annuity has also been received at the Home Office.

If the Application is incomplete and is not properly completed within five Business Days after receipt of the initial Purchase Payment, the initial Purchase Payment shall be returned, unless the applicant specifically consents to the Company retaining the Purchase Payment until the Application is made complete.

The effective date of a subsequent Purchase Payment, transfer or withdrawal is the Valuation Date on which the subsequent Purchase Payment or the request for transfer or withdrawal is received at the Home Office.

The Valuation Date referred to in this Section shall mean the following Valuation Date if the Purchase Payment, request for transfer or withdrawal is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

The Company may reject any application or Purchase Payment for any reason permitted by law. The Company may also be required to provide additional information about an applicant, Owner and an Owner's account to government regulators.

SECTION 5. BENEFITS

5.1 MATURITY BENEFIT

If the Annuitant is living on the Maturity Date shown on Page 3, the Company will pay a monthly income under an income plan chosen by the Owner.

The amount of the monthly income paid as the maturity benefit will depend on the income plan chosen (see Section 11) and the maturity value. The maturity value of this Contract will be the Accumulation Value of the Contract on the effective date of the maturity benefit. The maturity

benefit will be effective on the Maturity Date. However, if the New York Stock Exchange is closed on the Maturity Date, the effective date will be the Valuation Date next preceding the Maturity Date.

If no income plan is chosen at the time a monthly income becomes payable, payments will be made under the variable payment form of Single Life Income plan, with payments, certain for ten years, as described in Section 11.2.

5.2 DEATH BENEFIT IF ANNUITANT IS AN OWNER

If the Annuitant is an Owner, the Beneficiary becomes entitled to the death benefit upon receipt at the Home Office of satisfactory proof of the death of the Annuitant before the Maturity Date. The death benefit will be the Accumulation Value of the Contract determined on the effective date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

If the Beneficiary becomes entitled to the death benefit due to the death of the Primary Annuitant prior to the Primary Annuitant's 75th birthday, the death benefit will not be less than:

- total Purchase Payments paid under the Contract; less
- an adjustment for every withdrawal made under Section 4.5. The adjustment for each withdrawal equals (a) times (b), where:
 - (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately before the withdrawal; and
 - (b) = total Purchase Payments paid under the Contract prior to the withdrawal less all adjustments for prior withdrawals.

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

If a Beneficiary becomes entitled to the death benefit in an amount less than the Minimum Accumulation Value shown on Page 4, the Accumulation Value will be distributed to the Beneficiary.

The cash value of any amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

5.3 DEATH BENEFIT IF ANNUITANT IS NOT AN OWNER

If the Annuitant is not an Owner, upon the death of the Annuitant the Contract continues with the Contingent Annuitant (Section 6.5) as the new Annuitant. The death benefit will be the Accumulation Value of the Contract determined on the effective date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

If the Primary Annuitant dies prior to the Primary Annuitant's 75th birthday, the death benefit will not be less than:

- total Purchase Payments paid under the Contract; less
- an adjustment for every withdrawal made under Section 4.5. The adjustment for each withdrawal equals (a) times (b), where:
 - (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately before the withdrawal; and
 - (b) = total Purchase Payments paid under the Contract prior to the withdrawal less all adjustments for prior withdrawals.

As of the effective date, the Accumulation Value of the Contract will be set at an amount equal to the death benefit.

SECTION 6. BENEFICIARIES AND CONTINGENT ANNUITANTS

6.1 CHANGING THE BENEFICIARY

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

6.2 SUCCESSION OF INTEREST OF BENEFICIARIES

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

6.3 TRUSTEE AS BENEFICIARY

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

The Company will be fully discharged of liability for any action taken by the trustee and for all

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

6.4 GENERAL

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

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

6.5 NAMING AND CHANGING A CONTINGENT ANNUITANT

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

SECTION 7. CHARGES AND FEES

7.1 SALES LOAD AND PREMIUM TAXES

The Company will deduct the Sales Load shown on Page 4 from Purchase Payments received. The Company may also deduct Premium Taxes incurred from Purchase Payments received.

7.2 CONTRACT FEE

On each contract anniversary prior to the Maturity Date, a Contract Fee will be charged for administrative expenses. The amount of the

Contract Fee is shown on Page 4. The Contract Fee will be deducted from the Investment Accounts in proportion to the Accumulation Value of the Investment Accounts.

The effective date of the Contract Fee will be the contract anniversary. However, if the New York Stock Exchange is closed on the contract anniversary, the effective date will be the next following Valuation Date.

SECTION 8. OWNERSHIP

8.1 THE OWNER

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

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

8.2 TRANSFER OF OWNERSHIP

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

8.3 NAMING AND CHANGING A SUCCESSOR OWNER

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

8.4 COLLATERAL ASSIGNMENT

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

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

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 8.2.

8.5 VOTING RIGHTS AND REPORTS TO OWNERS

As long as the Separate Account continues to be registered as a unit investment trust under the Investment Company Act of 1940 and the assets of the Separate Account are invested in shares of a Portfolio, the Company will vote shares held by the Separate Account in accordance with the instructions received from the Owners of Accumulation Units or, after payments have commenced under a variable income plan, from the beneficiaries receiving payments under those income plans. Each Owner or Beneficiary will receive:

- periodic reports relating to the Portfolio;
- proxy material;
- a form with which to give voting instructions; and
- information regarding the proportion of shares of each Portfolio held in the Separate Account corresponding either to the Accumulation Units credited to this Contract or the number of shares held in the Separate Account representing the Company's actuarial liability under the variable income plan.

At least once each Contract Year, the Company will also send to the Owner or Beneficiary a statement of the Accumulation Values of the Investment Accounts, the number of units credited to the Contract, the dollar value of a unit as of a date not more than two months previous to the date of mailing, and a statement of the investments held by the Separate Account.

SECTION 9. THE CONTRACT

9.1 GUARANTEES

The Company guarantees that mortality and expense results will not adversely affect the amount of variable payments.

9.2 VALUATION OF SEPARATE ACCOUNT ASSETS

The value of the shares of each Portfolio held in the Separate Account on each Valuation Date will be the redemption value of the shares on that date. If the right to redeem shares of a Portfolio has been suspended, or payment of the redemption value has been postponed, the shares held in the Separate Account (and Annuity Units) may be valued at fair value as determined in good faith by the Board of Trustees of the Company for the sole purpose of computing annuity payments.

9.3 DETERMINATION OF SEPARATE ACCOUNT VALUES

The method of determination by the Company of the Net Investment Factor, and the number and value of Accumulation Units and Annuity Units, will be conclusive upon the Owner, any assignee, the Annuitant, and any Beneficiary.

9.4 DEFERMENT OF BENEFIT PAYMENTS

Separate Account Divisions. The Company reserves the right to defer determination of the contract values of the Separate Account portion of this Contract, or the payment of benefits under a variable income plan, until after the end of any period during which the right to redeem shares of a Portfolio is suspended, or payment of the redemption value is postponed. Any deferment would be in accordance with the provisions of the Investment Company Act of 1940 by reason of closing of, or restriction of trading on, the New York Stock Exchange, or other emergency, or as otherwise permitted by the Act. In addition, the Company reserves the right to defer payment of contract values until seven days after the end of any deferment in the determination of contract values.

Guaranteed Interest Fund 1. The Company may defer paying contract values of the Guaranteed Interest Fund 1 for up to six months from the effective date of the withdrawal or full surrender. If payment is deferred for 30 days or more, interest will be paid on the withdrawal amounts at an

annual effective interest rate in accordance with the laws of the state in which this Contract is delivered.

9.5 DIVIDENDS

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

Any dividend credited prior to the Maturity Date will be applied on the effective date as a Net Purchase Payment unless the Owner elects to have the dividend paid in cash. The effective date of the dividend will be the contract anniversary. However, if the New York Stock Exchange is closed on the contract anniversary, the effective date will be the next following Valuation Date.

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

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

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

9.6 INCONTESTABILITY

The Company will not contest this Contract after it has been in force during the lifetime of the Annuitant for two years from the Issue Date. This Issue Date is shown on Page 3.

9.7 MISSTATEMENTS

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

9.8 ENTIRE CONTRACT; CHANGES

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

All payments by the Company under this Contract are payable at its Home Office.

Assets of the Separate Account are owned by the Company and the Company is not a trustee with respect thereto. The Company may from time to time adjust the amount of assets contained in the Separate Account, by periodic withdrawals or additions, to reflect the Contract deductions and the Company's reserves for this and other similar contracts.

This Contract is subject to the laws of the state in which it is delivered. All benefits are at least as great as those required by that state.

9.9 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if:

- prior to the Maturity Date no Purchase Payments have been received under the Contract for a period of two full years and each of the following is less than the Minimum Accumulation Value shown on Page 4:
 - a. the Accumulation Value of the Contract; and
 - b. total Purchase Payments paid under the Contract, less any amounts withdrawn under Section 4.5; or
- on the Maturity Date the Accumulation Value of the Contract is less than the Minimum Accumulation Value shown on Page 4 or would provide an initial monthly income which is less than the minimum payment amount shown on Page 4.

SECTION 10. PAYMENT OF CONTRACT BENEFITS

10.1 PAYMENT OF BENEFITS

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

- a variable income plan;
- a fixed income plan; or
- in cash.

The provisions and rates for variable and fixed income plans are described in Section 11.

10.2 DEATH BENEFIT

A Beneficiary entitled to the death benefit upon the death of an Annuitant may elect to receive the Accumulation Value under an income plan or in cash provided no income plan was elected by the Owner. The death benefit will not be less than the cash value. The cash value of any amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

SECTION 11. INCOME PLANS

11.1 INCOME PLAN ELECTIONS

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

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

Effective Date. If the Annuitant is an Owner, an income plan that is elected by the Owner for the death benefit will take effect on the date proof of death of the Annuitant is received at the Home Office. An income plan that is elected for the maturity benefit will take effect on the Maturity Date. In all other situations, an income plan that

is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

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

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

11.2 INCOME PLAN OFFERINGS

The Company will make available the following income plans:

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

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

These income plans are available on either a fixed or variable basis. Under a fixed income plan the payment remains level. Under a variable income plan the payment will increase or decrease as described in Section 11.5.

Other Selections. The Company may offer additional income plans.

11.3 ALLOCATION OF BENEFITS

Upon election of a variable income plan, the Owner or Beneficiary may select the allocation of variable benefits among the Divisions.

If no selection is made, the allocation of benefits will be as follows:

- for amounts in the Separate Account Divisions, benefits will be allocated in proportion to the Accumulation Value of each Division on the effective date of the variable income plan; and
- for amounts in the Guaranteed Interest Fund 1, benefits will be allocated 100% to the Money Market Division.

11.4 ANNUITY UNITS UNDER VARIABLE INCOME PLANS

The interest of this Contract in the Separate Account after the effective date of a variable income plan is represented by Annuity Units.

The dollar value of Annuity Units for each Division will increase or decrease to reflect the investment experience of the Division. The value of an Annuity Unit on any Valuation Date is the product of:

- the Annuity Unit value on the immediately preceding Valuation Date;
- the Net Investment Factor for the period from the immediately preceding Valuation Date up to and including the current Valuation Date (the current period); and
- the Daily Adjustment Factor of .99990575 raised to a power equal to the number of days in the current period to reflect the Assumed Investment Rate of 3.50% used in calculating the monthly payment rate.

11.5 PAYMENTS UNDER VARIABLE INCOME PLANS

First Payment. The first payment under a variable income plan will be due as of the effective date of the income plan.

The amount of the first payment is the sum of payments from each Division, each determined by multiplying the benefits allocated to the Division under the variable income plan by the applicable monthly variable payment rate per \$1,000 of benefits.

Number of Annuity Units. The number of Annuity Units in each Division under a variable income plan is determined by dividing the amount of the first payment payable from the Division by the Annuity Unit value for the Division at the close of business on the effective date of the variable income plan. The number of Annuity Units will not be changed by any subsequent change in the dollar value of Annuity Units.

Subsequent Variable Payments. The amount of each subsequent payment from each Division under a variable income plan will increase or decrease in accord with the increase or decrease in the value of an Annuity Unit which reflects the investment experience of that Division of the Separate Account.

The amount of subsequent variable payments is the sum of payments from each Division, each determined by multiplying the fixed number of Annuity Units for the Division by the value of an Annuity Unit for the Division on:

- the fifth Valuation Date prior to the payment due date if the payment due date is a Valuation Date; or
- the sixth Valuation Date prior to the payment due date if the payment due date is not a Valuation Date.

11.6 TRANSFERS INVOLVING VARIABLE INCOME PLANS

A Beneficiary receiving payments under a variable income plan may transfer Annuity Units from one Division to another. The number of Annuity Units in each Division will be adjusted to reflect the respective value of the Annuity Units in the Divisions on the date the transfer is effective.

A Transfer Fee may be deducted from the amount transferred. The amount of the Transfer Fee is shown on Page 4. Transfers from the Money Market Division may be made at any time. No transfer from the other Divisions may be made within 90 days of the effective date of a variable income plan or within 90 days from the effective date of the last transfer.

A transfer will be effective on the Valuation Date on which a satisfactory transfer request is received in the Home Office, or a later date if requested. However, the transfer will be effective on the following Valuation Date if the request is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

11.7 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

11.8 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

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

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

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

11.9 INCOME PLAN RATES

Fixed Income Plan Rates. Payments under a fixed income plan will be based on rates declared by the Company that will not be less than the rates shown in the Payment Rate Tables. The declared rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract.

Variable Income Plan Rates. The Company may from time to time declare higher initial rates for variable income plans under this Contract. These higher rates will not be available to increase payments under income plans already in effect. If the higher initial rate is used, the Daily Adjustment Factor described in Section 11.4 will be determined based on the Assumed Investment Rate used in calculating the alternate payment rate.

Payment Rate Tables. The guaranteed monthly payment rates for both a fixed income plan and the first payment under a variable income plan are shown in the Payment Rate Tables. The tables show rates for the Life Income Plans and are based on the sex and adjusted age of any individual upon whose life payments depend. The adjusted age is:

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

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

The rates shown in the Payment Rate Tables are calculated on a guaranteed basis. For Life Income Plans that take effect later than the twelfth contract anniversary, the adjusted age calculation causes a reduction in the guaranteed benefit from what it would have been had the Contract not yet passed its twelfth contract anniversary.

Subsequent fixed annuity payments under a Life Income Plan will remain level unless the plan that is elected dictates otherwise.

PAYMENT RATE TABLES
Monthly Income Payments per \$1,000 of Benefits
First Payment Under Variable Income Plan

SINGLE LIFE INCOME PLAN

| SINGLE LIFE MONTHLY PAYMENTS | | | | | | | |
|------------------------------|-----------------------|---------|---------|----------------------------|-----------------------|---------|---------|
| MALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | | FEMALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | |
| | ZERO | 10 | 20 | | ZERO | 10 | 20 |
| 55 | \$ 4.08 | \$ 4.05 | \$ 3.96 | 55 | \$ 3.97 | \$ 3.95 | \$ 3.88 |
| 56 | 4.15 | 4.12 | 4.02 | 56 | 4.03 | 4.01 | 3.94 |
| 57 | 4.22 | 4.19 | 4.07 | 57 | 4.10 | 4.07 | 3.99 |
| 58 | 4.30 | 4.26 | 4.13 | 58 | 4.17 | 4.14 | 4.05 |
| 59 | 4.39 | 4.34 | 4.20 | 59 | 4.25 | 4.21 | 4.11 |
| 60 | 4.47 | 4.42 | 4.26 | 60 | 4.33 | 4.29 | 4.17 |
| 61 | 4.57 | 4.50 | 4.33 | 61 | 4.41 | 4.37 | 4.23 |
| 62 | 4.67 | 4.60 | 4.40 | 62 | 4.50 | 4.45 | 4.30 |
| 63 | 4.77 | 4.69 | 4.47 | 63 | 4.60 | 4.54 | 4.37 |
| 64 | 4.89 | 4.79 | 4.54 | 64 | 4.70 | 4.64 | 4.44 |
| 65 | 5.01 | 4.90 | 4.61 | 65 | 4.81 | 4.74 | 4.51 |
| 66 | 5.14 | 5.02 | 4.69 | 66 | 4.93 | 4.84 | 4.59 |
| 67 | 5.28 | 5.14 | 4.76 | 67 | 5.06 | 4.96 | 4.66 |
| 68 | 5.43 | 5.27 | 4.83 | 68 | 5.19 | 5.08 | 4.73 |
| 69 | 5.59 | 5.41 | 4.91 | 69 | 5.34 | 5.21 | 4.81 |
| 70 | 5.77 | 5.56 | 4.98 | 70 | 5.49 | 5.34 | 4.88 |
| 71 | 5.96 | 5.72 | 5.05 | 71 | 5.67 | 5.49 | 4.95 |
| 72 | 6.17 | 5.89 | 5.11 | 72 | 5.85 | 5.65 | 5.01 |
| 73 | 6.40 | 6.06 | 5.17 | 73 | 6.05 | 5.81 | 5.08 |
| 74 | 6.65 | 6.25 | 5.22 | 74 | 6.27 | 5.99 | 5.14 |
| 75 | 6.92 | 6.44 | 5.27 | 75 | 6.51 | 6.17 | 5.19 |
| 76 | 7.22 | 6.64 | 5.31 | 76 | 6.77 | 6.36 | 5.24 |
| 77 | 7.54 | 6.84 | 5.35 | 77 | 7.06 | 6.55 | 5.29 |
| 78 | 7.90 | 7.05 | 5.38 | 78 | 7.38 | 6.75 | 5.32 |
| 79 | 8.28 | 7.27 | 5.40 | 79 | 7.73 | 6.96 | 5.36 |
| 80 | 8.71 | 7.48 | 5.42 | 80 | 8.11 | 7.17 | 5.38 |
| 81 | 9.17 | 7.69 | 5.43 | 81 | 8.54 | 7.37 | 5.41 |
| 82 | 9.68 | 7.89 | 5.44 | 82 | 9.01 | 7.58 | 5.42 |
| 83 | 10.24 | 8.09 | 5.45 | 83 | 9.52 | 7.78 | 5.44 |
| 84 | 10.85 | 8.27 | 5.46 | 84 | 10.09 | 7.97 | 5.45 |
| 85 and over | 11.53 | 8.44 | 5.46 | 85 and over | 10.71 | 8.15 | 5.45 |

JOINT AND SURVIVOR LIFE INCOME PLAN

| JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain) | | | | | | | |
|---|----------------------|---------|---------|---------|---------|---------|-------------|
| MALE ADJUSTED AGE* | FEMALE ADJUSTED AGE* | | | | | | |
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 and over |
| 55 | \$ 3.64 | \$ 3.76 | \$ 3.85 | \$ 3.92 | \$ 3.98 | \$ 4.01 | \$ 4.03 |
| 60 | 3.74 | 3.90 | 4.06 | 4.19 | 4.28 | 4.35 | 4.39 |
| 65 | 3.81 | 4.03 | 4.26 | 4.47 | 4.65 | 4.77 | 4.85 |
| 70 | 3.86 | 4.13 | 4.44 | 4.76 | 5.06 | 5.30 | 5.45 |
| 75 | 3.90 | 4.20 | 4.57 | 5.01 | 5.47 | 5.90 | 6.20 |
| 80 | 3.93 | 4.25 | 4.66 | 5.18 | 5.81 | 6.46 | 6.99 |
| 85 and over | 3.94 | 4.27 | 4.71 | 5.28 | 6.03 | 6.87 | 7.64 |

*See Section 11.9

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

Monthly payment rates are based on an Assumed Investment Rate of 3.50% and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

PAYMENT RATE TABLES
Monthly Income Payments per \$1,000 of Benefits
Guaranteed Fixed Payment

SINGLE LIFE INCOME PLAN

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

JOINT AND SURVIVOR LIFE INCOME PLAN

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

*See Section 11.9

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

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

Agent

Address

Telephone

It is recommended that you ...

read your Contract.

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

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

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

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

Election of Trustees

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

FLEXIBLE PAYMENT DEFERRED VARIABLE ANNUITY - ACCOUNT B

AMOUNTS ALLOCATED TO THE SEPARATE ACCOUNT DIVISIONS AND VARIABLE PAYMENTS PROVIDED BY THIS CONTRACT ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT BUT ARE VARIABLE AND MAY INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT.

RR.VA.BFR.(0313)

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SCHEDULE

CONTRACT INFORMATION

CONTRACT NUMBER ¹[00 000 000]

PLAN Flexible Payment Variable Annuity

ADDITIONAL BENEFITS ²[Enhanced Death Benefit]

TAX REPORTING CATEGORY ³[Personal Annuity]

PRIMARY ANNUITANT ⁴[John J. Doe]

AGE AND SEX ⁵[35 Male]

OWNER ⁶[John J. Doe, the Annuitant]

ISSUE DATE ⁷[November 30, 2006]

CONTRACT ANNIVERSARY ⁸[November 30, 2007 and each November 30th thereafter]

MATURITY DATE ⁹[November 30, 2069]

DIRECT BENEFICIARY ¹⁰[Jane K. Doe, Wife of the Annuitant]

CONTINGENT BENEFICIARY ¹¹[John J. Doe, Jr., Son of the Annuitant]

SEPARATE ACCOUNT

On the Issue Date, Purchase Payments and Contract values may be allocated among the following Divisions of Separate Account C. Available Separate Account Divisions are subject to change. See Sections 2.1. and 2.2.

- ¹² [Select Bond Division
Franklin Templeton International Equity Division
Money Market Division
Balanced Division
Index 500 Stock Division
Aggressive Growth Stock Division
High Yield Bond Division
Growth Stock Division
Large Cap Core Stock Division
Index 400 Stock Division
Small Cap Growth Stock Division
Russell Multi-Style Equity Division
Russell Aggressive Equity Division
Russell Non-US Division
Russell Real Estate Securities Division
Russell Core Bond Division
Asset Allocation Division
International Growth Stock Division]

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| | |
|---|--|
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| AllianceBernstein Mid Cap Value Division | |
| Janus Capital Appreciation Division | |
| T. Rowe Price Equity Income Division | |
| Fidelity VIP Mid Cap Division | |

CHARGES AND FEES

DEDUCTION FROM PURCHASE PAYMENTS:

PREMIUM TAX (See Section 7.1):

For the first Contract Year, Premium Taxes are not deducted from Purchase Payments. After the first Contract Year, the Company may deduct Premium Taxes from Purchase Payments received or benefits paid.

ANNUAL MORTALITY AND EXPENSE RISK CHARGE (See Section 2.5):

0.35% at Issue; 0.75% Maximum

ANNUAL CONTRACT FEE (See Section 7.2):

\$30 charged on the Contract anniversary. The Contract fee will be waived if the Accumulation Value of the Contract equals or exceeds \$25,000 on the Contract anniversary.

¹³[ENHANCED DEATH BENEFIT CHARGE:

¹⁵[0.10%] of the Enhanced Death Benefit on each Contract anniversary.]

TRANSFER FEE (See Sections 4.4 and 11.6): ¹⁶[\$0]

MINIMUM PURCHASE PAYMENTS, ACCUMULATION VALUE, INCOME PLANS

MINIMUM PURCHASE PAYMENT (See Section 4.1): \$25

MINIMUM ACCUMULATION VALUE (See Sections 5.2 and 9.9): \$2,000

MINIMUM PAYMENT UNDER INCOME PLAN (See Sections 9.9 and 10.1): \$20 Monthly Income.

SECTION 1. GENERAL TERMS AND DEFINITIONS

ACCUMULATION UNIT. A unit of measure used to determine the value of the interest of this Contract in the Separate Account prior to the date on which amounts are placed under an income plan.

ACCUMULATION VALUE. The Accumulation Value of a Separate Account Division is the total value of all Accumulation Units in that Division. The Accumulation Value of the Contract is the sum of the Accumulation Values of all Separate Account Divisions.

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

ANNUITY UNIT. A unit of measure used to determine the amount of variable payments under a variable income plan and the value of the interest of a variable income plan in the Separate Account.

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

BUSINESS DAY. Any day on which the New York Stock Exchange is open for trading.

COMPANY. The Northwestern Mutual Life Insurance Company.

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

CONTRACT FEE. An annual charge for administration expenses made on each contract anniversary prior to the Maturity Date.

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

DIVISION. A component of the Separate Account to which the Owner may allocate Net Purchase Payments and contract values.

FUND. Each Fund is registered under the Investment Company Act of 1940 as an open-end management investment company or a unit investment

trust or is not required to be registered. The Fund offers series of its shares, designated as "Portfolios", for investment by the Separate Account under the Contract.

GENERAL ACCOUNT. All of the assets of the Company, other than those allocated to the Separate Account and any other separate account that may be established by the Company from time to time. The Company has complete ownership and control of the assets in its General Account.

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

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

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

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

NET PURCHASE PAYMENT. A Purchase Payment less applicable Premium Taxes.

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

PORTFOLIO. A series of a Fund in which assets of the Separate Account allocated to a particular Division are invested.

PREMIUM TAX. A tax imposed by a governmental entity when Purchase Payments are received or benefits are paid.

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

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

SEPARATE ACCOUNT. NML Variable Annuity Account C. The Separate Account consists of assets set aside by the Company, the investment performance of which is kept separate from that of the general assets and all other separate account assets of the Company.

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

TRANSFER FEE. A deduction that is made from the amount transferred between Separate Account Divisions.

VALUATION DATE. Any day on which the assets of the Separate Account are valued. Assets are valued as of the close of trading on the New York Stock Exchange for each day the Exchange is open.

SECTION 2. SEPARATE ACCOUNT

2.1 SEPARATE ACCOUNT

The Separate Account is registered with the Securities and Exchange Commission ("SEC") as a unit investment trust under the Investment Company Act of 1940. Unless required by law, the investment policy of the Separate Account may not be changed without the Company's consent and subject to any required regulatory approval.

The Company is the legal owner of the assets held in the Separate Account, but the Separate Account is legally segregated, meaning that its assets are kept separate from assets held in other separate accounts and from assets held in the Company's General Account. Assets will be allocated to the Separate Account to support the operation of this Contract and certain other variable annuity contracts. Assets may also be allocated to the Separate Account as may be deemed necessary and appropriate for operation of the Separate Account or in connection with permitted investments and to meet any applicable minimum capital requirements under applicable federal or state law, but not to support the operation of any contracts or insurance policies, other than variable annuity contracts. Income and realized and unrealized gains and losses from assets in the Separate Account are credited to or charged against it without regard to other income, gains or losses of the Company. The portion of these assets that equals the reserves and other liabilities of the contracts supported by the Separate Account will not be charged with liabilities arising out of any other business the Company may conduct. The Company reserves the right to transfer assets of the Separate Account in excess of these reserves and liabilities to its General Account. The Company also reserves the right to transfer assets of the Separate Account that it determines to be associated with the class of contracts to which this Contract belongs to another separate account. If this type of transfer is made, the term "Separate Account" as used in this Contract will mean the separate account to which the assets are transferred.

When permitted by law and subject to any approvals that may be required by regulatory authorities, the Company reserves the right to:

- Operate the Separate Account or a Division as either a unit investment trust or a management company under the Investment Company Act of 1940, or in any other form allowed by law, if deemed by the Company to be in the best interest of contract Owners.
- Register or deregister the Separate Account under the Investment Company Act of 1940 or change its classification under that Act.
- Create new separate accounts.
- Combine the Separate Account with any other separate account.
- Transfer the assets and liabilities of the Separate Account to another separate account.
- Add, delete or make substitutions for the securities and other assets that are held or purchased by the Separate Account.
- Terminate and/or liquidate the Separate Account.
- Restrict or eliminate any voting rights of contract Owners or other persons who have voting rights as to the Separate Account.
- Make any changes to the Separate Account to conform with, or required by any change in, federal tax law, the Investment Company Act of 1940 and regulations promulgated there-under, or any other applicable federal or state laws.

2.2 ACCOUNT DIVISIONS

The Separate Account is divided into Divisions. Assets of each Division are invested in shares of a corresponding Portfolio that the Company makes available under the Contract. Shares are purchased for the Separate Account at the net asset value of the applicable Portfolio. The Divisions available on the Issue Date are listed on Page 3. The Company may add new Divisions to the Separate Account. When permitted by law and subject to any approvals that may be required by regulatory authorities, the Company reserves the right to make such Divisions available to any class or series of variable annuity contracts as it deems appropriate, eliminate or combine any Divisions and transfer the assets of one or more Divisions to any other Division.

2.3 FUNDS AND PORTFOLIOS

The Company may make new Portfolios or Funds available for investment of Separate Account assets. When permitted by law and subject to any approvals that may be required by regulatory authorities, the Company reserves the right to eliminate a Portfolio or Fund and to substitute another Portfolio or Fund if the shares of the Portfolio or Fund are no longer available for investment or, in its judgment, further investment in the Portfolio or Fund is no longer appropriate in view of the purpose of the Separate Account. A Portfolio or Fund may no longer be appropriate due to a change in laws or regulations, a change in the Portfolio's or Fund's investment, administrative or other policies, or for some other reason.

In the event of a substitution or change, the Company may make appropriate endorsement of this and other variable annuity contracts supported by the Separate Account and take other actions as may be necessary to effect the substitution or change.

2.4 ACCUMULATION UNITS

The interest of this Contract in the Separate Account, prior to the date on which amounts become payable under an income plan, is represented by Accumulation Units. The dollar value of Accumulation Units for each Division will increase or decrease to reflect the investment experience of the Division. The value of an Accumulation Unit on any Valuation Date is the product of:

- the value on the immediately preceding Valuation Date; and
- the Net Investment Factor for the period from the immediately preceding Valuation Date up to and including the current Valuation Date (the current period).

2.5 NET INVESTMENT FACTOR

For each Division of the Separate Account the Net Investment Factor for the current period is one plus the net investment rate for that Division. The net investment rate for the current period is equal to the gross investment rate for the Division reduced on each Valuation Date by a Mortality and Expense Risk Charge. The charge for these risks on the Issue Date is shown on Page 4. The Company may increase or decrease the charge after the Issue Date, but the Company may not increase the charges to exceed the maximum charges shown on Page 4.

The gross investment rate for the current period for each Division is equal to a. divided by b. where:

- a. is:
 - the investment income of the Division for the current period; plus
 - capital gains for the period, whether realized or unrealized, on the assets of the Division; less
 - capital losses for the period, whether realized or unrealized, on the assets of the Division; less
 - deduction for any tax liability paid or reserved for by the Company resulting from the maintenance or operation of the Division; and less
 - any reasonable expenses paid or reserved for by the Company which result from a substitution of other securities for shares of the Portfolio(s) as set forth in Section 2.4; and
- a. is the value of the assets in the Division on the immediately preceding Valuation Date.

The gross investment rate may be positive or negative. The deduction for any tax liability may be charged proportionately against those contracts to which the liability is attributable by a reduction in the gross investment rate for those contracts.

SECTION 3. RESERVED

SECTION 4. PURCHASE PAYMENTS, TRANSFERS, WITHDRAWALS

4.1 PAYMENT OF PURCHASE PAYMENTS

All Purchase Payments are payable at the Home Office or to an authorized agent. A receipt signed by an officer of the Company will be furnished on request.

Purchase Payments may be made at any time prior to the death of an Owner and prior to the Maturity Date. Purchase Payments may be made after the death of an Owner only if the new Owner of the Contract is the surviving spouse of the deceased Owner. The Owner may vary the amount of Purchase Payments, but no Purchase Payment may be less than the Minimum Purchase Payment shown on Page 4. Total Purchase Payments may not exceed \$5,000,000 without the consent of the Company.

4.2 APPLICATION OF PURCHASE PAYMENTS

Net Purchase Payments will be applied to provide Accumulation Units in one or more Divisions in accordance with allocation instructions provided by the Owner. Accumulation Units are credited as of the effective date of the Net Purchase Payment.

The number of Accumulation Units will be determined by dividing the Net Purchase Payment by the value of an Accumulation Unit on the effective date. This number of Accumulation Units will not be changed by any subsequent change in the dollar value of Accumulation Units.

4.3 SELECTION OF DIVISIONS FOR PURCHASE PAYMENTS

The Owner may change the allocation of Net Purchase Payments among the Divisions by written notice to the Company. Net Purchase Payments received at the Home Office on or after the date on which notice is received will be applied to the designated Divisions on the basis of the new allocation.

4.4 TRANSFER OF ACCUMULATION VALUE

Before the Maturity Date the Owner may, on request satisfactory to the Company, transfer amounts from one Division to another.

For transfers among the Divisions, the number of Accumulation Units to be applied or deducted will be adjusted to reflect the respective value of the Accumulation Units in each of the Divisions on the date the transfer is effective.

A Transfer Fee may be deducted from the amount transferred. The maximum amount of the Transfer Fee is shown on Page 4. The minimum amount that may be transferred is the lesser of \$100 or the entire Accumulation Value of the Division from which the transfer is being made. In addition, certain of the Portfolios in which the Divisions invest may impose redemption fees. These fees are described in the Fund prospectuses, and will be deducted from the amount transferred. Any Portfolio redemption fees that you are charged are paid to and retained by the Portfolio, and not the Company.

A transfer request is subject to limitation or modification if the Company determines that the transfer would be to the disadvantage of other contract Owners with interests in the Divisions or if required by applicable laws or regulations. Neither the Company nor its agents shall be liable for any loss resulting from transfer requests that are rejected, modified or delayed as a result of such a determination. The limitation or modification may be applied to transfers to and/or from the Separate Account Divisions and could include but not be limited to:

- limiting the number of transfers allowed in a Contract Year;
- the requirement of a minimum time period between each transfer;
- limiting the dollar amount that may be transferred between or among the Separate Account Divisions in any one day;
- requiring that a transfer request be submitted in a particular form and/or by a specific process.

The Company reserves the right to modify or eliminate any transfer request process (including without limitation transfer requests via the Internet, via facsimile, or by telephone) for some or all contract Owners as the Company deems appropriate.

4.5 WITHDRAWALS AND FULL SURRENDER

Before the Maturity Date the Owner may, on request satisfactory to the Company, withdraw all or a portion of the Accumulation Value of the Contract. The Company may require that the Minimum Accumulation Value shown on Page 4 remain after a partial withdrawal. Withdrawal of the entire value of the Contract constitutes a full surrender, and receipt of the Contract at the Home Office will terminate this Contract. Receipt of the Contract may be waived by the Company.

The cash value of the amount withdrawn will be the Accumulation Value withdrawn determined as of the date the withdrawal is effective.

The term "withdrawal amounts" as used in this Contract includes amounts paid as full surrenders and withdrawals of a portion of the Accumulation Value of the Contract.

4.6 EFFECTIVE DATE

The effective date of the initial Purchase Payment is the date the initial Purchase Payment is applied under the Contract. The initial Purchase Payment shall be applied no later than two Business Days after the Valuation Date on which the initial Purchase Payment has been received at the Home Office if a properly completed annuity application has also been received at the Home Office.

If the application is incomplete and is not properly completed within five Business Days after receipt of the initial Purchase Payment, the initial Purchase Payment shall be returned, unless the applicant specifically consents to the Company retaining the Purchase Payment until the application is made complete.

The effective date of a subsequent Purchase Payment, transfer or withdrawal is the Valuation Date on which the subsequent Purchase Payment or the request for transfer or withdrawal is received at the Home Office.

The Valuation Date referred to in this Section shall mean the following Valuation Date if the Purchase Payment, request for transfer or withdrawal is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

The Company may reject any application or Purchase Payment for any reason permitted by law. The Company may also be required to provide additional information about an applicant, Owner and an Owner's account to government regulators.

4.7 PROCESSING REQUIREMENTS

On the effective date, the Company will process Purchase Payments and requested transfers or withdrawals received in the Home Office in good order. Good order means complete and accurate instructions are provided by the Owner in accordance with the Company's then-current procedures.

The Company also reserves the right to require a contract Owner or other persons providing a signature in connection with a disbursement of proceeds or a change in ownership or beneficial rights under this Contract to provide a signature guarantee, unless expressly prohibited by applicable law, whenever required by the Company's then-effective procedures.

SECTION 5. BENEFITS

5.1 MATURITY BENEFIT

If the Annuitant is living on the Maturity Date shown on Page 3, the Company will pay a monthly income under an income plan chosen by the Owner.

The amount of the monthly income paid as the maturity benefit will depend on the income plan chosen (see Section 11) and the maturity value. The maturity value of this Contract will be the Accumulation Value of the Contract on the effective date of the maturity benefit. The maturity

benefit will be effective on the Maturity Date. However, if the New York Stock Exchange is closed on the Maturity Date, the effective date will be the Valuation Date next preceding the Maturity Date.

If no income plan is chosen at the time a monthly income becomes payable, payments will be made under the variable payment form of Single Life Income plan, with payments certain for ten years, as described in Section 11.2.

5.2 DEATH BENEFIT IF ANNUITANT IS AN OWNER

If the Annuitant is an Owner, the Beneficiary becomes entitled to the death benefit upon receipt at the Home Office of satisfactory proof of the death of the Annuitant before the Maturity Date. The death benefit will be the Accumulation Value of the Contract determined on the effective date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

If the Beneficiary becomes entitled to the death benefit due to the death of the Primary Annuitant prior to the Primary Annuitant's 75th birthday, the death benefit will not be less than:

- total Purchase Payments paid under the Contract; less
- an adjustment for every withdrawal made under Section 4.5. The adjustment for each withdrawal equals (a) times (b), where:
 - (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately before the withdrawal; and
 - (b) = total Purchase Payments paid under the Contract prior to the withdrawal less all adjustments for prior withdrawals.

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

If a Beneficiary becomes entitled to the death benefit in an amount less than the Minimum Accumulation Value shown on Page 4, the Accumulation Value will be distributed to the Beneficiary.

The cash value of any amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

5.3 DEATH BENEFIT IF ANNUITANT IS NOT AN OWNER

If the Annuitant is not an Owner, upon the death of the Annuitant the Contract continues with the Contingent Annuitant (Section 6.5) as the new Annuitant. The death benefit will be the Accumulation Value of the Contract determined on the effective date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

If the Primary Annuitant dies prior to the Primary Annuitant's 75th birthday, the death benefit will not be less than:

- total Purchase Payments paid under the Contract; less
- an adjustment for every withdrawal made under Section 4.5. The adjustment for each withdrawal equals (a) times (b), where:
 - (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately before the withdrawal; and
 - (b) = total Purchase Payments paid under the Contract prior to the withdrawal less all adjustments for prior withdrawals.

As of the effective date, the Accumulation Value of the Contract will be set at an amount equal to the death benefit.

SECTION 6. BENEFICIARIES AND CONTINGENT ANNUITANTS

6.1 CHANGING THE BENEFICIARY

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

6.2 SUCCESSION OF INTEREST OF BENEFICIARIES

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

6.3 TRUSTEE AS BENEFICIARY

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

The Company will be fully discharged of liability for any action taken by the trustee and for all

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

6.4 GENERAL

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

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

6.5 NAMING AND CHANGING A CONTINGENT ANNUITANT

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

SECTION 7. CHARGES AND FEES

7.1 PREMIUM TAXES

The Company may deduct Premium Taxes incurred from Purchase Payments received.

7.2 CONTRACT FEE

On each contract anniversary prior to the Maturity Date, a Contract Fee will be charged for administrative expenses. The amount of the

Contract Fee is shown on Page 4. The Contract Fee will be deducted from the Divisions in proportion to their respective Accumulation Values.

The effective date of the Contract Fee will be the contract anniversary. However, if the New York Stock Exchange is closed on the contract anniversary, the effective date will be the next following Valuation Date.

SECTION 8. OWNERSHIP

8.1 THE OWNER

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

Federal law requires specific personal information to be obtained and recorded to allow verification of the identity of the Owner, and any Owner successor or transferee. If requested information is not provided, the Company may be unable to issue the Contract or re-register the Contract in the name of the Owner's successor or transferee. In addition, if the Company is unable to verify the Owner's identity after the Contract is issued, the Company reserves the right to cancel the Contract and/or reject or delay the processing of any Purchase Payment or transfer request or take other steps as they deem reasonable. The Company is

not responsible for any resulting loss due to a contract not being issued or cancelled or a Purchase Payment or transfer request being rejected or subject to a processing delay.

The Company reserves the right to provide to a Fund information about owners of variable annuity contracts supported by the Separate Account and their trading activities involving the Fund's Portfolios that the Company deems necessary to (1) deter fraud or violations of operating rules of the Company or the Fund and (2) as required to comply with applicable state or federal law.

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

8.2 TRANSFER OF OWNERSHIP

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

8.3 NAMING AND CHANGING A SUCCESSOR OWNER

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

8.4 COLLATERAL ASSIGNMENT

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

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

A collateral assignee is not an Owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with Section 8.2.

8.5 VOTING RIGHTS AND REPORTS TO OWNERS

At long as the Separate Account continues to be registered as a unit investment trust under the Investment Company Act of 1940 and the assets of the Separate Account are invested in shares of a Portfolio, the Company will vote shares held by the Separate Account in accordance with the instructions received from the Owners of Accumulation Units or, after payments have commenced under a variable income plan, from the Beneficiaries receiving payments under those income plans. Each Owner or Beneficiary will receive:

- periodic reports relating to the Portfolio;
- proxy material;
- a form with which to give voting instructions; and
- information regarding the proportion of shares of each Portfolio held in the Separate Account corresponding either to the Accumulation Units credited to this Contract or the number of shares held in the Separate Account representing the Company's actuarial liability under the variable income plan.

At least once each Contract Year, the Company will also send to the Owner or Beneficiary a statement of the Accumulation Values of the Separate Account Divisions, the number of units of each Division credited to the Contract, the dollar value of a unit as of a date not more than two months previous to the date of mailing, and a statement of the investments held by the Separate Account.

SECTION 9. THE CONTRACT

9.1 GUARANTEES

The Company guarantees that mortality and expense results will not adversely affect the amount of variable payments.

9.2 VALUATION OF SEPARATE ACCOUNT ASSETS

The value of the shares of each Portfolio held in the Separate Account on each Valuation Date will be the redemption value of the shares on that date. If the right to redeem shares of a Portfolio has been suspended, or payment of the redemption value has been postponed, the shares held in the Separate Account (and Annuity Units) may be valued at fair value as determined in good faith by the Board of Trustees of the Company for the sole purpose of computing annuity payments.

9.3 DETERMINATION OF SEPARATE ACCOUNT VALUES

The method of determination by the Company of the Net Investment Factor, and the number and value of Accumulation Units and Annuity Units, will be conclusive upon the Owner, any assignee, the Annuitant, and any Beneficiary.

9.4 DEFERMENT OF BENEFIT PAYMENTS

Separate Account Divisions. The Company reserves the right to defer determination of the contract values of any Division of the Separate Account, or the payment of benefits under a variable income plan, until after the end of any period during which the right to redeem shares of a Portfolio is suspended, or payment of the redemption value is postponed. Any deferment would be in accordance with the provisions of the Investment Company Act of 1940 by reason of closing of, or restriction of trading on, the New York Stock Exchange, or other emergency, or as otherwise permitted by the Act. In addition, the Company reserves the right to defer payment of contract values until seven days after the end of any deferment in the determination of contract values.

9.5 DIVIDENDS

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

Any dividend credited prior to the Maturity Date will be applied on the effective date as a Net Purchase Payment unless the Owner elects to have the dividends paid in cash. The effective date of the dividend will be the Contract anniversary. However, if the New York Stock Exchange is closed on the Contract anniversary, the effective date will be the next following Valuation Date.

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

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

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

9.6 INCONTESTABILITY

The Company will not contest this Contract after it has been in force during the lifetime of the Annuitant for two years from the Issue Date. This Issue Date is shown on Page 3.

9.7 MISSTATEMENTS

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

9.8 ENTIRE CONTRACT; CHANGES

This Contract is issued in consideration of the application (including any application supplements) and the initial Purchase Payment. This Contract, together with any amendments, endorsements, riders and additional benefits and the attached application, is the entire contract. Statements in the application are representations and not warranties. This Contract may be changed or interpreted by the Company to maintain compliance with applicable state and federal law, to assure continued qualification of the Contract under federal tax laws, or to reflect a change in the operation of the Separate Account that does not adversely affect the rights of the Contract Owner. A change in the terms of, or a waiver of the Company's rights under, the Contract is valid only if it is approved in writing by an officer of the Company. The Company may require that the Contract be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Contract or to waive the Company's rights thereunder.

All payments by the Company under this Contract are payable at its Home Office.

Assets of the Separate Account are owned by the Company and the Company is not a trustee with respect thereto. The Company may from time to time adjust the amount of assets contained in the Separate Account, by periodic withdrawals or additions, to reflect the Contract deductions and the Company's reserves for this and other similar contracts.

This Contract is subject to the laws of the state in which it is delivered. All benefits are at least as great as those required by that state.

9.9 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if:

- prior to the Maturity Date no Purchase Payments have been received under the Contract for a period of two full years and each of the following is less than the Minimum Accumulation Value shown on Page 4:
 - a. the Accumulation Value of the Contract; and
 - b. total Purchase Payments paid under the Contract, less any amounts withdrawn under Section 4.5; or
- on the Maturity Date the Accumulation Value of the Contract is less than the Minimum Accumulation Value shown on Page 4 or would provide an initial monthly income which is less than the minimum payment amount shown on Page 4.

SECTION 10. PAYMENT OF CONTRACT BENEFITS

10.1 PAYMENT OF BENEFITS

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

- a variable income plan;
- a fixed income plan; or
- in cash.

The provisions and rates for variable and fixed income plans are described in Section 11.

10.2 DEATH BENEFIT

A Beneficiary entitled to the death benefit upon the death of an Annuitant may elect to receive the Accumulation Value under an income plan or in cash provided no income plan was elected by the Owner. The death benefit will not be less than the cash value. The cash value of any amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

SECTION 11. INCOME PLANS

11.1 INCOME PLAN ELECTIONS

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

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

Effective Date. If the Annuitant is an Owner, an income plan that is elected by the Owner for the death benefit will take effect on the date proof of death of the Annuitant is received at the Home Office. An income plan that is elected for the maturity benefit will take effect on the Maturity Date. In all other situations, an income plan that

is elected will take effect on the date the election is received at the Home Office or on a later date, if requested.

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

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

11.2 INCOME PLAN OFFERINGS

The Company will make available the following income plans:

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

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

These income plans are available on either a fixed or variable basis. Under a fixed income plan the payment remains level. Under a variable income plan the payment will increase or decrease as described in Section 11.5.

Other Selections. The Company may offer additional income plans.

11.3 ALLOCATION OF BENEFITS

Upon election of a variable income plan, the Owner or Beneficiary may select the allocation of variable benefits among the Divisions.

If no selection is made, benefits will be allocated in proportion to the Accumulation Value of each Division on the effective date of the variable income plan.

11.4 ANNUITY UNITS UNDER VARIABLE INCOME PLANS

The interest of this Contract in the Separate Account after the effective date of a variable income plan is represented by Annuity Units.

The dollar value of Annuity Units for each Division will increase or decrease to reflect the investment experience of the Division. The value of an Annuity Unit on any Valuation Date is the product of:

- the Annuity Unit value on the immediately preceding Valuation Date;
- the Net Investment Factor for the period from the immediately preceding Valuation Date up to and including the current Valuation Date (the current period); and
- the Daily Adjustment Factor of .99990575 raised to a power equal to the number of days in the current period to reflect the Assumed Investment Rate of 3.50% used in calculating the monthly payment rate.

11.5 PAYMENTS UNDER VARIABLE INCOME PLANS

First Payment. The first payment under a variable income plan will be due as of the effective date of the income plan.

The amount of the first payment is the sum of payments from each Division, each determined by multiplying the benefits allocated to the Division under the variable income plan by the applicable monthly variable payment rate per \$1,000 of benefits.

Number of Annuity Units. The number of Annuity Units in each Division under a variable income plan is determined by dividing the amount of the first payment payable from the Division by the Annuity Unit value for the Division at the close of business on the effective date of the variable income plan. The number of Annuity Units will not be changed by any subsequent change in the dollar value of Annuity Units.

Subsequent Variable Payments. The amount of each subsequent payment from each Division under a variable income plan will increase or decrease in accord with the increase or decrease in the value of an Annuity Unit which reflects the investment experience of that Division.

The amount of subsequent variable payments is the sum of payments from each Division, each determined by multiplying the fixed number of Annuity Units for the Division by the value of an Annuity Unit for the Division on:

- the fifth Valuation Date prior to the payment due date if the payment due date is a Valuation Date; or
- the sixth Valuation Date prior to the payment due date if the payment due date is not a Valuation Date.

11.6 TRANSFERS INVOLVING VARIABLE INCOME PLANS

A Beneficiary receiving payments under a variable income plan may transfer Annuity Units from one Division to another. The number of Annuity Units in each Division will be adjusted to reflect the respective value of the Annuity Units in the Divisions on the date the transfer is effective.

A Transfer Fee may be deducted from the amount transferred. The amount of the Transfer Fee is shown on Page 4. Transfers from the Money Market Division may be made at any time. No transfer from the other Divisions may be made within 90 days of the effective date of a variable income plan or within 90 days from the effective date of the last transfer.

A transfer will be effective on the Valuation Date on which a satisfactory transfer request is received in the Home Office, or a later date if requested. However, the transfer will be effective on the following Valuation Date if the request is received at the Home Office on a Valuation Date after the close of trading on the New York Stock Exchange.

11.7 NAMING AND CHANGING OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

11.8 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

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

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

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

11.9 INCOME PLAN RATES

Fixed Income Plan Rates. Payments under a fixed income plan will be based on rates declared by the Company that will not be less than the rates shown in the Payment Rate Tables. The declared rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract.

Variable Income Plan Rates. The Company may from time to time declare higher initial rates for variable income plans under this Contract. These higher rates will not be available to increase payments under income plans already in effect. If the higher initial rate is used, the Daily Adjustment Factor described in Section 11.4 will be determined based on the Assumed Investment Rate used in calculating the alternate payment rate.

Payment Rate Tables. The guaranteed monthly payment rates for both a fixed income plan and the first payment under a variable income plan are shown in the Payment Rate Tables. The tables show rates for the Life Income Plans and are based on the sex and adjusted age of any individual upon whose life payments depend. The adjusted age is:

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

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

The rates shown in the Payment Rate Tables are calculated on a guaranteed basis. For Life Income Plans that take effect later than the twelfth contract anniversary, the adjusted age calculation causes a reduction in the guaranteed benefit from what it would have been had the Contract not yet passed its twelfth contract anniversary.

Subsequent fixed annuity payments under a Life Income Plan will remain level unless the plan that is elected dictates otherwise.

PAYMENT RATE TABLES
Monthly Income Payments per \$1,000 of Benefits
First Payment Under Variable Income Plan

SINGLE LIFE INCOME PLAN

| SINGLE LIFE MONTHLY PAYMENTS | | | | | | | |
|------------------------------|-----------------------|---------|---------|----------------------------|-----------------------|---------|---------|
| MALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | | FEMALE ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | |
| | ZERO | 10 | 20 | | ZERO | 10 | 20 |
| 55 | \$ 4.08 | \$ 4.05 | \$ 3.96 | 55 | \$ 3.97 | \$ 3.95 | \$ 3.88 |
| 56 | 4.15 | 4.12 | 4.02 | 56 | 4.03 | 4.01 | 3.94 |
| 57 | 4.22 | 4.19 | 4.07 | 57 | 4.10 | 4.07 | 3.99 |
| 58 | 4.30 | 4.26 | 4.13 | 58 | 4.17 | 4.14 | 4.05 |
| 59 | 4.39 | 4.34 | 4.20 | 59 | 4.25 | 4.21 | 4.11 |
| 60 | 4.47 | 4.42 | 4.26 | 60 | 4.33 | 4.29 | 4.17 |
| 61 | 4.57 | 4.50 | 4.33 | 61 | 4.41 | 4.37 | 4.23 |
| 62 | 4.67 | 4.60 | 4.40 | 62 | 4.50 | 4.45 | 4.30 |
| 63 | 4.77 | 4.69 | 4.47 | 63 | 4.60 | 4.54 | 4.37 |
| 64 | 4.89 | 4.79 | 4.54 | 64 | 4.70 | 4.64 | 4.44 |
| 65 | 5.01 | 4.90 | 4.61 | 65 | 4.81 | 4.74 | 4.51 |
| 66 | 5.14 | 5.02 | 4.69 | 66 | 4.93 | 4.84 | 4.59 |
| 67 | 5.28 | 5.14 | 4.76 | 67 | 5.06 | 4.96 | 4.66 |
| 68 | 5.43 | 5.27 | 4.83 | 68 | 5.19 | 5.08 | 4.73 |
| 69 | 5.59 | 5.41 | 4.91 | 69 | 5.34 | 5.21 | 4.81 |
| 70 | 5.77 | 5.56 | 4.98 | 70 | 5.49 | 5.34 | 4.88 |
| 71 | 5.96 | 5.72 | 5.05 | 71 | 5.67 | 5.49 | 4.95 |
| 72 | 6.17 | 5.89 | 5.11 | 72 | 5.85 | 5.65 | 5.01 |
| 73 | 6.40 | 6.06 | 5.17 | 73 | 6.05 | 5.81 | 5.08 |
| 74 | 6.65 | 6.25 | 5.22 | 74 | 6.27 | 5.99 | 5.14 |
| 75 | 6.92 | 6.44 | 5.27 | 75 | 6.51 | 6.17 | 5.19 |
| 76 | 7.22 | 6.64 | 5.31 | 76 | 6.77 | 6.36 | 5.24 |
| 77 | 7.54 | 6.84 | 5.35 | 77 | 7.06 | 6.55 | 5.29 |
| 78 | 7.90 | 7.05 | 5.38 | 78 | 7.38 | 6.75 | 5.32 |
| 79 | 8.28 | 7.27 | 5.40 | 79 | 7.73 | 6.96 | 5.36 |
| 80 | 8.71 | 7.48 | 5.42 | 80 | 8.11 | 7.17 | 5.38 |
| 81 | 9.17 | 7.69 | 5.43 | 81 | 8.54 | 7.37 | 5.41 |
| 82 | 9.68 | 7.89 | 5.44 | 82 | 9.01 | 7.58 | 5.42 |
| 83 | 10.24 | 8.09 | 5.45 | 83 | 9.52 | 7.78 | 5.44 |
| 84 | 10.85 | 8.27 | 5.46 | 84 | 10.09 | 7.97 | 5.45 |
| 85 and over | 11.53 | 8.44 | 5.46 | 85 and over | 10.71 | 8.15 | 5.45 |

JOINT AND SURVIVOR LIFE INCOME PLAN

| JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain) | | | | | | | |
|---|----------------------|---------|---------|---------|---------|---------|-------------|
| MALE ADJUSTED AGE* | FEMALE ADJUSTED AGE* | | | | | | |
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 and over |
| 55 | \$ 3.64 | \$ 3.76 | \$ 3.85 | \$ 3.92 | \$ 3.98 | \$ 4.01 | \$ 4.03 |
| 60 | 3.74 | 3.90 | 4.06 | 4.19 | 4.28 | 4.35 | 4.39 |
| 65 | 3.81 | 4.03 | 4.26 | 4.47 | 4.65 | 4.77 | 4.85 |
| 70 | 3.86 | 4.13 | 4.44 | 4.76 | 5.06 | 5.30 | 5.45 |
| 75 | 3.90 | 4.20 | 4.57 | 5.01 | 5.47 | 5.90 | 6.20 |
| 80 | 3.93 | 4.25 | 4.66 | 5.18 | 5.81 | 6.46 | 6.99 |
| 85 and over | 3.94 | 4.27 | 4.71 | 5.28 | 6.03 | 6.87 | 7.64 |

*See Section 11.9

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

Monthly payment rates are based on an Assumed Investment Rate of 3.50% and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

PAYMENT RATE TABLES
Monthly Income Payments per \$1,000 of Benefits
Guaranteed Fixed Payment

SINGLE LIFE INCOME PLAN

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

JOINT AND SURVIVOR LIFE INCOME PLAN

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

*See Section 11.9

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

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

Agent

Address

Telephone

It is recommended that you ...

read your Contract.

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

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

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

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

Election of Trustees

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

FLEXIBLE PAYMENT DEFERRED VARIABLE ANNUIT - ACCOUNT C

AMOUNTS ALLOCATED TO THE SEPARATE ACCOUNT DIVISIONS AND VARIABLE PAYMENTS PROVIDED BY THIS CONTRACT ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT BUT ARE VARIABLE AND MAY INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT.

RR.VA.CNE.(0313)



ENHANCED DEATH BENEFIT

As of the Issue Date, this amendment is made part of this annuity Contract issued by The Northwestern Mutual Life Insurance Company. In the case of a conflict with any provisions in the Contract, the provisions of this amendment will control.

Section 5.2 and Section 5.3 are amended in their entirety to read as follows:

Section 5.2 DEATH BENEFIT IF PRIMARY ANNUITANT IS AN OWNER

If the Primary Annuitant is an Owner, the Beneficiary becomes entitled to the Death Benefit upon receipt at the Home Office of satisfactory proof of the death of the Primary Annuitant before the Maturity Date. The Death Benefit will be the greater of:

- the Accumulation Value of the Contract on the effective date; or
- the Enhanced Death Benefit.

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

If a Beneficiary becomes entitled to the Death Benefit in an amount less than the Minimum Accumulation Value shown on Page 4, the Accumulation Value will be distributed to the Beneficiary.

The cash value of any amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

Enhanced Death Benefit. Prior to the first contract anniversary, the Enhanced Death Benefit will equal the total Purchase Payments paid under the Contract less an adjustment for every withdrawal made under Section 4.5.

On the first contract anniversary and on each subsequent contract anniversary prior to the Primary Annuitant's 80th birthday, the Enhanced Death Benefit will equal the greater of:

- the Accumulation Value of the Contract on that contract anniversary; or
- the Enhanced Death Benefit on the most recent Valuation Date prior to that contract anniversary.

On any other Valuation Date prior to the Primary Annuitant's 80th birthday, the Enhanced Death Benefit will be equal to the Enhanced Death Benefit on the most recent contract anniversary, increased by any Purchase Payments paid since that contract anniversary and decreased by an adjustment for every withdrawal made under Section 4.5 since that contract anniversary.

On any Valuation Date on or after the Primary Annuitant's 80th birthday, the Enhanced Death Benefit will equal the Enhanced Death Benefit on the contract anniversary immediately prior to the Primary Annuitant's 80th birthday increased by any Purchase Payments paid since that contract anniversary and decreased by an adjustment for every withdrawal made under Section 4.5 since that contract anniversary.

The adjustment for each withdrawal made under Section 4.5 will be (a) times (b), where:

- (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately prior to the withdrawal; and
- (b) = the Enhanced Death Benefit immediately prior to the withdrawal.

Enhanced Death Benefit Charge. On each contract anniversary while this amendment is in effect, a charge for the Enhanced Death Benefit will be deducted from the Investment Accounts in proportion to the Accumulation Value of the Investment Accounts. The charge is shown on Page 4.

Effective Date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office either:

- on a Valuation Date after the close of trading on the New York Stock Exchange; or
- on a day on which the New York Stock Exchange is closed.

Termination of Enhanced Death Benefit. This amendment will remain in effect until Maturity unless the Owner requests that it be removed, the Contract terminates, or the Primary Annuitant dies. Once the amendment is removed, it cannot be added again. The provisions of Section 5.2 in the Contract are applicable if this amendment terminates.

Section 5.3 DEATH BENEFIT IF PRIMARY ANNUITANT IS NOT AN OWNER

If the Primary Annuitant is not an Owner, upon the death of the Primary Annuitant, the Contract continues with the Contingent Annuitant (Section 6.5) as the new Annuitant. The Death Benefit will be the greater of:

- the Accumulation Value of the Contract on the effective date; or
- the Enhanced Death Benefit.

As of the effective date, the Accumulation Value of the Contract will be set at an amount equal to the Death Benefit.

Enhanced Death Benefit. Prior to the first contract anniversary, the Enhanced Death Benefit will equal the total Purchase Payments paid under the Contract less an adjustment for every withdrawal made under Section 4.5.

On the first contract anniversary and on each subsequent contract anniversary prior to the Primary Annuitant's 80th birthday, the Enhanced Death Benefit will equal the greater of:

- the Accumulation Value of the Contract on that contract anniversary; or
- the Enhanced Death Benefit on the most recent Valuation Date prior to that contract anniversary.

On any other Valuation Date prior to the Primary Annuitant's 80th birthday, the Enhanced Death Benefit will be equal to the Enhanced Death Benefit on the most recent contract anniversary, increased by any Purchase Payments paid since that contract anniversary and decreased by an adjustment for every withdrawal made under Section 4.5 since that contract anniversary.

On any Valuation Date on or after the Primary Annuitant's 80th birthday, the Enhanced Death Benefit will equal the Enhanced Death Benefit on the contract anniversary immediately prior to the Primary Annuitant's 80th birthday increased by any Purchase Payments paid since that contract anniversary and decreased by an adjustment for every withdrawal made under Section 4.5 since that contract anniversary.

The adjustment for each withdrawal made under Section 4.5 will be (a) times (b), where:

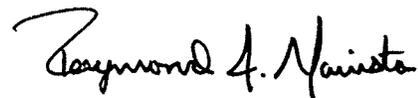
- (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately prior to the withdrawal; and
- (b) = the Enhanced Death Benefit immediately prior to the withdrawal.

Enhanced Death Benefit Charge. On each contract anniversary while this amendment is in effect, a charge for the Enhanced Death Benefit will be deducted from the Investment Accounts in proportion to the Accumulation Value of the Investment Accounts. The charge is shown on Page 4.

Effective Date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office either:

- on a Valuation Date after the close of trading on the New York Stock Exchange; or
- on a day on which the New York Stock Exchange is closed.

Termination of Enhanced Death Benefit. This amendment will remain in effect until Maturity unless the Owner requests that it be removed, the Contract terminates, or the Primary Annuitant dies. Once the amendment is removed, it cannot be added again. The provisions of Section 5.3 in the Contract are applicable if this amendment terminates..



Secretary
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

ENHANCED DEATH BENEFIT

As of the Issue Date, this amendment is made part of this annuity Contract issued by The Northwestern Mutual Life Insurance Company. In the case of a conflict with any provisions in the Contract, the provisions of this amendment will control.

Section 5.2 and Section 5.3 are amended in their entirety to read as follows:

Section 5.2 DEATH BENEFIT IF PRIMARY ANNUITANT IS AN OWNER

If the Primary Annuitant is an Owner, the Beneficiary becomes entitled to the Death Benefit upon receipt at the Home Office of satisfactory proof of the death of the Primary Annuitant before the Maturity Date. The Death Benefit will be the greater of:

- the Accumulation Value of the Contract on the effective date; or
- the Enhanced Death Benefit.

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

If a Beneficiary becomes entitled to the Death Benefit in an amount less than the Minimum Accumulation Value shown on Page 4, the Accumulation Value will be distributed to the Beneficiary.

The cash value of any amount distributed will be the Accumulation Value withdrawn as of the date of withdrawal as determined in Section 4.6.

Enhanced Death Benefit. Prior to the first contract anniversary, the Enhanced Death Benefit will equal the total Purchase Payments paid under the Contract less an adjustment for every withdrawal made under Section 4.5.

On the first contract anniversary and on each subsequent contract anniversary prior to the Primary Annuitant's 80th birthday, the Enhanced Death Benefit will equal the greater of:

- the Accumulation Value of the Contract on that contract anniversary; or
- the Enhanced Death Benefit on the most recent Valuation Date prior to that contract anniversary.

On any other Valuation Date prior to the Primary Annuitant's 80th birthday, the Enhanced Death Benefit will be equal to the Enhanced Death Benefit on the most recent contract anniversary, increased by any Purchase Payments paid since that contract anniversary and decreased by an adjustment for every withdrawal made under Section 4.5 since that contract anniversary.

On any Valuation Date on or after the Primary Annuitant's 80th birthday, the Enhanced Death Benefit will equal the Enhanced Death Benefit on the contract anniversary immediately prior to the Primary Annuitant's 80th birthday increased by any Purchase Payments paid since that contract anniversary and decreased by an adjustment for every withdrawal made under Section 4.5 since that contract anniversary.

The adjustment for each withdrawal made under Section 4.5 will be (a) times (b), where:

- (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately prior to the withdrawal; and
- (b) = the Enhanced Death Benefit immediately prior to the withdrawal.

Enhanced Death Benefit Charge. On each contract anniversary while this amendment is in effect, a charge for the Enhanced Death Benefit will be deducted from the Divisions in proportion to the Accumulation Value of the Divisions. The charge is shown on Page 4.

Effective Date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office either:

- on a Valuation Date after the close of trading on the New York Stock Exchange; or
- on a day on which the New York Stock Exchange is closed.

Termination of Enhanced Death Benefit. This amendment will remain in effect until Maturity unless the Owner requests that it be removed, the Contract terminates, or the Primary Annuitant dies. Once the amendment is removed, it cannot be added again. The provisions of Section 5.2 in the Contract are applicable if this amendment terminates.

Section 5.3 DEATH BENEFIT IF PRIMARY ANNUITANT IS NOT AN OWNER

If the Primary Annuitant is not an Owner, upon the death of the Primary Annuitant, the contract continues with the Contingent Annuitant (Section 6.5) as the new Annuitant. The Death Benefit will be the greater of:

- the Accumulation Value of the Contract on the effective date; or
- the Enhanced Death Benefit.

As of the effective date, the Accumulation Value of the Contract will be set at an amount equal to the Death Benefit.

Enhanced Death Benefit. Prior to the first contract anniversary, the Enhanced Death Benefit will equal the total Purchase Payments paid under the Contract less an adjustment for every withdrawal made under Section 4.5.

On the first contract anniversary and on each subsequent contract anniversary prior to the Primary Annuitant's 80th birthday, the Enhanced Death Benefit will equal the greater of:

- the Accumulation Value of the Contract on that contract anniversary; or
- the Enhanced Death Benefit on the most recent Valuation Date prior to that contract anniversary.

On any other Valuation Date prior to the Primary Annuitant's 80th birthday, the Enhanced Death Benefit will be equal to the Enhanced Death Benefit on the most recent contract anniversary, increased by any Purchase Payments paid since that contract anniversary and decreased by an adjustment for every withdrawal made under Section 4.5 since that contract anniversary.

On any Valuation Date on or after the Primary Annuitant's 80th birthday, the Enhanced Death Benefit will equal the Enhanced Death Benefit on the contract anniversary immediately prior to the Primary Annuitant's 80th birthday increased by any Purchase Payments paid since that contract anniversary and decreased by an adjustment for every withdrawal made under Section 4.5 since that contract anniversary.

The adjustment for each withdrawal made under Section 4.5 will be (a) times (b), where:

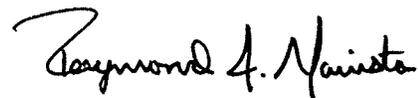
- (a) = the amount withdrawn from the Accumulation Value divided by the Accumulation Value immediately prior to the withdrawal; and
- (b) = the Enhanced Death Benefit immediately prior to the withdrawal.

Enhanced Death Benefit Charge. On each contract anniversary while this amendment is in effect, a charge for the Enhanced Death Benefit will be deducted from the Divisions in proportion to the Accumulation Value of the Divisions. The charge is shown on Page 4.

Effective Date. The effective date is the date on which proof of death is received at the Home Office. However, the effective date will be the next following Valuation Date if the proof of death is received at the Home Office either:

- on a Valuation Date after the close of trading on the New York Stock Exchange; or
- on a day on which the New York Stock Exchange is closed.

Termination of Enhanced Death Benefit. This amendment will remain in effect until Maturity unless the Owner requests that it be removed, the Contract terminates, or the Primary Annuitant dies. Once the amendment is removed, it cannot be added again. The provisions of Section 5.3 in the Contract are applicable if this amendment terminates..



Secretary
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

SERFF Tracking #:

NWST-128727419

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

RR.VA.ABK.(0313)

State:

Arkansas

Filing Company:

The Northwestern Mutual Life Insurance Company

TOI/Sub-TOI:

A031 Individual Annuities - Deferred Variable/A031.002 Flexible Premium

Product Name:

RR.VA.ABK.(0313)

Project Name/Number:

RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

Supporting Document Schedules

| | | Item Status: | Status Date: |
|-------------------|--|--------------|--------------|
| Satisfied - Item: | Life & Annuity - Actuarial Memo | | |
| Comments: | Please see 'Actuarial Memorandum' requirement below. | | |

| | | Item Status: | Status Date: |
|-------------------|--|--------------|--------------|
| Satisfied - Item: | Statement of Variability | | |
| Comments: | | | |
| Attachment(s): | STD SOV RR.VA.ABK.(0313).pdf STD SOV RR.VA.AFB.(0313).pdf STD SOV RR.VA.AFR.(0313).pdf STD SOV RR.VA.BBK.(0313).pdf STD SOV RR.VA.BFR.(0313).pdf STD SOV RR.VA.CNE.(0313).pdf | | |

| | | Item Status: | Status Date: |
|-------------------|------------------------------------|--------------|--------------|
| Satisfied - Item: | Certification of Compliance | | |
| Comments: | | | |
| Attachment(s): | AR Certification of Compliance.pdf | | |

| | | Item Status: | Status Date: |
|-------------------|--------------------------|--------------|--------------|
| Satisfied - Item: | Sex Neutral Insert Pages | | |
| Comments: | | | |
| Attachment(s): | | | |

SERFF Tracking #:

NWST-128727419

State Tracking #:

Company Tracking #:

RR.VA.ABK.(0313)

State:

Arkansas

Filing Company:

The Northwestern Mutual Life Insurance Company

TOI/Sub-TOI:

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

Product Name:

RR.VA.ABK.(0313)

Project Name/Number:

RR.VA.ABK.(0313)/RR.VA.ABK.(0313)

STD RR.VA.ABK.(0313) Sex Neutral Pages.pdf

STD RR.VA.AFB.(0313) Sex Neutral Pages.pdf

STD RR.VA.AFR.(0313) Sex Neutral Pages.pdf

STD RR.VA.BBK.(0313) Sex Neutral Pages.pdf

STD RR.VA.BFR.(0313) Sex Neutral Pages.pdf

STD RR.VA.CNE.(0313) Sex Neutral Pages.pdf

Statement of Variability

RR.VA.ABK.(0313)

Variable information is denoted by brackets.

| | Provision | Location | Variability |
|----|---------------------------------|---------------------|---|
| | Officer Names & Titles | Front Cover | In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company. |
| | Right To Return Contract | Front Cover | If a replacement contract: “Right To Return Contract. Please read this Contract carefully. The Owner may return the Contract for any reason within thirty days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be cancelled and the Company will refund the sum of (a) the difference between the Purchase Payments paid and the amounts, if any, allocated to the Separate Account plus (b) the value of the Accumulation Units of the Separate Account on the effective date of return.” |
| 1 | Contract Number | Page 3 | This will vary depending on the contract number assigned. |
| 2 | Additional Benefits | Page 3 | If elected by owner at the time of issue, “Enhanced Death Benefit.” If not elected, “None.” |
| 3 | Primary Annuitant | Page 3 | This will vary depending on who the Primary Annuitant is. |
| 4 | Age and Sex | Page 3 | This will vary depending on the age and sex of the annuitant. Ages range from 0 to 85. |
| 5 | Owner | Page 3 | This will vary depending on who the owner is. |
| 6 | Issue Date | Page 3 | This will vary depending on when the contract is issued. |
| 7 | Contract Anniversary | Page 3 | This will vary depending on when the contract is issued. |
| 8 | Maturity Date | Page 3 | This will vary depending on the Maturity Date. |
| 9 | Direct Beneficiary | Page 3 | This will vary depending on who is selected as the Direct Beneficiary. |
| 10 | Contingent Beneficiary | Page 3 | This will vary depending on who is selected as the Contingent Beneficiary |
| 11 | Divisions of Separate Account A | Page 3 and Page 3-1 | The available Separate Account Divisions are subject to change. It is our intention to maintain a diverse offering of non-hazardous investment options. |
| 12 | Enhanced Death Benefit Charge | Page 4 | If elected by owner, the Charge is 0.10% of the amount of the Enhanced Death Benefit for issue ages 45 or less, 0.20% for issue ages 46-55, and 0.40% for issue ages 56-65. If not elected, the charge will not be present. |
| 13 | Enhanced Death Benefit Charge | Page 4 | Charge will vary based on the following: The Charge is 0.10% of the amount of the Enhanced Death Benefit for issue ages 45 or less, 0.20% for issue ages 46-55, and 0.40% for issue ages 56-65. |

| | | | |
|----|--|----------|--|
| 14 | Transfer Fee | Page 4 | \$0 currently with no anticipated change. However, we would like to retain the right to charge a Transfer Fee up to a maximum of \$25. If a Transfer Fee is imposed, it would be applied consistently among all new contract owners. |
| 15 | Initial Nonforfeiture Rate | Page 4-2 | Initial Nonforfeiture Rate will range from 1.00% to 3.00%. |
| 16 | Maximum Accumulation Value of the Guaranteed Accounts | Page 4-2 | This amount may vary from time to time depending on the Company experience and economic conditions. |
| 17 | Minimum Purchase Payment or Transfer into Multi-Year Guaranteed Interest | Page 4-2 | \$10,000 currently with no anticipated change. The Company would like to retain the right to set lower limits from time to time depending on Company experience and economic conditions. |

Statement of Variability

RR.VA.AFB.(0313)

Variable information is denoted by brackets.

| | Provision | Location | Variability |
|----|---------------------------------|---------------------|---|
| | Officer Names & Titles | Front Cover | In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company. |
| | Right To Return Contract | Front Cover | If a replacement contract: “Right To Return Contract. Please read this Contract carefully. The Owner may return the Contract for any reason within thirty days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be cancelled and the Company will refund the sum of (a) the difference between the Purchase Payments paid and the amounts, if any, allocated to the Separate Account plus (b) the value of the Accumulation Units of the Separate Account on the effective date of return.” |
| 1 | Contract Number | Page 3 | This will vary depending on the contract number assigned. |
| 2 | Additional Benefits | Page 3 | If elected by owner at the time of issue, “Enhanced Death Benefit.” If not elected, “None.” |
| 3 | Tax Reporting Category | Page 3 | This will vary based on the market: <ul style="list-style-type: none"> • Personal Annuity • Individual Retirement Annuity (IRA) • Tax Deferred Annuity (TDA) • Deferred Compensation Annuity • Pension Annuity • Pension Distribution Annuity |
| 4 | Primary Annuitant | Page 3 | This will vary depending on who the Primary Annuitant is. |
| 5 | Age and Sex | Page 3 | This will vary depending on the age and sex of the annuitant. Ages range from 0 to 85. |
| 6 | Owner | Page 3 | This will vary depending on who the owner is. |
| 7 | Issue Date | Page 3 | This will vary depending on when the contract is issued. |
| 8 | Contract Anniversary | Page 3 | This will vary depending on when the contract is issued. |
| 9 | Maturity Date | Page 3 | This will vary depending on the Maturity Date. |
| 10 | Direct Beneficiary | Page 3 | This will vary depending on who is selected as the Direct Beneficiary. |
| 11 | Contingent Beneficiary | Page 3 | This will vary depending on who is selected as the Contingent Beneficiary. |
| 12 | Divisions of Separate Account A | Page 3 and Page 3-1 | The available Separate Account Divisions are subject to change. It is our intention to maintain a diverse offering of non-hazardous investment options. |

| | | | |
|----|--|--------|---|
| 13 | Enhanced Death Benefit Charge | Page 4 | <p>If elected by owner, the Charge is 0.10% of the amount of the Enhanced Death Benefit for issue ages 45 or less, 0.20% for issue ages 46-55, and 0.40% for issue ages 56-65.</p> <p>If not elected, the charge will not be present.</p> |
| 14 | Enhanced Death Benefit Charge | Page 4 | <p>Charge will vary based on the following: The Charge is 0.10% of the amount of the Enhanced Death Benefit for issue ages 45 or less, 0.20% for issue ages 46-55, and 0.40% for issue ages 56-65.</p> |
| 15 | Transfer Fee | Page 4 | <p>\$0 currently with no anticipated change. However, we would like to retain the right to charge a Transfer Fee up to a maximum of \$25. If a Transfer Fee is imposed, it would be applied consistently among all new contract owners.</p> |
| 16 | Initial Nonforfeiture Rate | Page 4 | <p>Initial Nonforfeiture Rate will range from 1.00% to 3.00%.</p> |
| 17 | Maximum Accumulation Value of the Guaranteed Interest Fund 1 | Page 4 | <p>This amount may vary from time to time depending on the Company experience and economic conditions.</p> |

Statement of Variability

RR.VA.AFR.(0313)

Variable information is denoted by brackets.

| | Provision | Location | Variability |
|----|---------------------------------|---------------------|--|
| | Officer Names & Titles | Front Cover | In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company. |
| | Right To Return Contract | Front Cover | <i>If a replacement contract:</i> “Right To Return Contract. Please read this contract carefully. The Owner may return the contract for any reason within thirty days after receiving it. Return of the contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the contract. If returned, the contract will be cancelled and the Company will refund the sum of (a) the difference between the Purchase Payments paid and the amounts, if any, allocated to the Separate Account plus (b) the value of the Accumulation Units of the Separate Account on the effective date of return.” |
| 1 | Contract Number | Page 3 | This will vary depending on the contract number assigned. |
| 2 | Additional Benefits | Page 3 | If elected by owner at the time of issue, “Enhanced Death Benefit.” If not elected, “None.” |
| 3 | Primary Annuitant | Page 3 | This will vary depending on who the Primary Annuitant is. |
| 4 | Age and Sex | Page 3 | This will vary depending on the age and sex of the annuitant. Ages range from 0 to 85. |
| 5 | Owner | Page 3 | This will vary depending on who the owner is. |
| 6 | Issue Date | Page 3 | This will vary depending on when the contract is issued. |
| 7 | Contract Anniversary | Page 3 | This will vary depending on when the contract is issued. |
| 8 | Maturity Date | Page 3 | This will vary depending on the Maturity Date. |
| 9 | Direct Beneficiary | Page 3 | This will vary depending on who is selected as the Direct Beneficiary. |
| 10 | Contingent Beneficiary | Page 3 | This will vary depending on who is selected as the Contingent Beneficiary. |
| 11 | Divisions of Separate Account A | Page 3 and Page 3-1 | The available Separate Account Divisions are subject to change. It is our intention to maintain a diverse offering of non-hazardous investment options. |
| 12 | Enhanced Death Benefit Charge | Page 4 | If elected by owner, the Charge is 0.10% of the amount of the Enhanced Death Benefit for issue ages 45 or less, 0.20% for issue ages 46-55, and 0.40% for issue ages 56-65. If not elected, the charge will not be present. |

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| 13 | Enhanced Death Benefit Charge | Page 4 | Charge will vary based on the following: The Charge is 0.10% of the amount of the Enhanced Death Benefit for issue ages 45 or less, 0.20% for issue ages 46-55, and 0.40% for issue ages 56-65. |
| 14 | Transfer Fee | Page 4 | \$0 currently with no anticipated change. However, we would like to retain the right to charge a Transfer Fee up to a maximum of \$25. If a Transfer Fee is imposed, it would be applied consistently among all new contract owners. |
| 15 | Initial Nonforfeiture Rate | Page 4 | Initial Nonforfeiture Rate will range from 1.00% to 3.00%. |
| 16 | Maximum Accumulation Value of the Guaranteed Interest Fund 1 | Page 4 | This amount may vary from time to time depending on the Company experience and economic conditions. |

Statement of Variability

RR.VA.BBK.(0313)

Variable information is denoted by brackets.

| | Provision | Location | Variability |
|----|--------------------------|-------------|---|
| | Officer Names & Titles | Front Cover | In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company. |
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| 1 | Contract Number | Page 3 | This will vary depending on the contract number assigned. |
| 2 | Additional Benefits | Page 3 | If elected by owner at the time of issue, “Enhanced Death Benefit.” If not elected, “None.” |
| 3 | Tax Reporting Category | Page 3 | This will vary based on the market: <ul style="list-style-type: none"> • Personal Annuity • Roth IRA • SIMPLE IRA • Simplified Employee Pension Plan IRA • Tax Deferred Annuity • Traditional IRA • Pension Distribution Annuity |
| 4 | Primary Annuitant | Page 3 | This will vary depending on who the Primary Annuitant is. |
| 5 | Age and Sex | Page 3 | This will vary depending on the age and sex of the annuitant. Ages range from 0 to 85. |
| 6 | Owner | Page 3 | This will vary depending on who the owner is. |
| 7 | Issue Date | Page 3 | This will vary depending on when the contract is issued. |
| 8 | Contract Anniversary | Page 3 | This will vary depending on when the contract is issued. |
| 9 | Maturity Date | Page 3 | This will vary depending on the Maturity Date. |
| 10 | Direct Beneficiary | Page 3 | This will vary depending on who is selected as the Direct Beneficiary. |
| 11 | Contingent Beneficiary | Page 3 | This will vary depending on who is selected as the Contingent Beneficiary. |

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|----|---|---------------------|--|
| 12 | Divisions of Separate Account B | Page 3 and Page 3-1 | The available Separate Account Divisions are subject to change. It is our intention to maintain a diverse offering of non-hazardous investment options. |
| 13 | Enhanced Death Benefit Charge | Page 4 | If elected by owner, the Charge is 0.10% of the amount of the Enhanced Death Benefit for issue ages 45 or less, 0.20% for issue ages 46-55, and 0.40% for issue ages 56-65. If not elected, the charge will not be present. |
| 14 | Enhanced Death Benefit Charge | Page 4 | Charge will vary based on the following: The Charge is 0.10% of the amount of the Enhanced Death Benefit for issue ages 45 or less, 0.20% for issue ages 46-55, and 0.40% for issue ages 56-65. |
| 15 | Transfer Fee | Page 4 | \$0 currently with no anticipated change. However, we would like to retain the right to charge a Transfer Fee up to a maximum of \$25. If a Transfer Fee is imposed, it would be applied consistently among all new contract owners. |
| 16 | Initial Nonforfeiture Rate | Page 4-2 | Initial Nonforfeiture Rate will range from 1.00% to 3.00%. |
| 17 | Maximum Accumulation Value of the Guaranteed Accounts | Page 4-2 | This amount may vary from time to time depending on the Company experience and economic conditions. |
| 19 | Minimum Purchase Payment or Transfer into Multi-Year Guaranteed Interest Fund | Page 4-2 | \$10,000 currently with no anticipated change. The Company would like to retain the right to set lower limits from time to time depending on Company experience and economic conditions. |

Statement of Variability

RR.VA.BFR.(0313)

Variable information is denoted by brackets.

| | Provision | Location | Variability |
|----|---------------------------------|---------------------|---|
| | Officer Names & Titles | Front Cover | In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company. |
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| 1 | Contract Number | Page 3 | This will vary depending on the contract number assigned. |
| 2 | Additional Benefits | Page 3 | If elected by owner at the time of issue, “Enhanced Death Benefit.” If not elected, “None.” |
| 3 | Tax Reporting Category | Page 3 | This will vary based on the market: <ul style="list-style-type: none"> • Personal Annuity • Roth IRA • SIMPLE IRA • Simplified Employee Pension Plan IRA • Tax Deferred Annuity • Traditional IRA • Pension Distribution Annuity |
| 4 | Primary Annuitant | Page 3 | This will vary depending on who the Primary Annuitant is. |
| 5 | Age and Sex | Page 3 | This will vary depending on the age and sex of the annuitant. Ages range from 0 to 85. |
| 6 | Owner | Page 3 | This will vary depending on who the owner is. |
| 7 | Issue Date | Page 3 | This will vary depending on when the contract is issued. |
| 8 | Contract Anniversary | Page 3 | This will vary depending on when the contract is issued. |
| 9 | Maturity Date | Page 3 | This will vary depending on the Maturity Date. |
| 10 | Direct Beneficiary | Page 3 | This will vary depending on who is selected as the Direct Beneficiary. |
| 11 | Contingent Beneficiary | Page 3 | This will vary depending on who is selected as the Contingent Beneficiary. |
| 12 | Divisions of Separate Account B | Page 3 and Page 3-1 | The available Separate Account Divisions are subject to change. It is our intention to maintain a diverse offering of non-hazardous investment options. |

| | | | |
|----|--|--------|---|
| 13 | Enhanced Death Benefit Charge | Page 4 | <p>If elected by owner, the Charge is 0.10% of the amount of the Enhanced Death Benefit for issue ages 45 or less, 0.20% for issue ages 46-55, and 0.40% for issue ages 56-65.</p> <p>If not elected, the charge will not be present.</p> |
| 14 | Enhanced Death Benefit Charge | Page 4 | <p>Charge will vary based on the following: The Charge is 0.10% of the amount of the Enhanced Death Benefit for issue ages 45 or less, 0.20% for issue ages 46-55, and 0.40% for issue ages 56-65.</p> |
| 15 | Transfer Fee | Page 4 | <p>\$0 currently with no anticipated change. However, we would like to retain the right to charge a Transfer Fee up to a maximum of \$25. If a Transfer Fee is imposed, it would be applied consistently among all new contract owners.</p> |
| 16 | Initial Nonforfeiture Rate | Page 4 | <p>Initial Nonforfeiture Rate will range from 1.00% to 3.00%.</p> |
| 17 | Maximum Accumulation Value of the Guaranteed Interest Fund 1 | Page 4 | <p>This amount may vary from time to time depending on the Company experience and economic conditions.</p> |

Statement of Variability

RR.VA.CNE.(0313)

Variable information is denoted by brackets.

| | Provision | Location | Variability |
|----|--------------------------|-------------|--|
| | Officer Names & Titles | Front Cover | In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company. |
| | Right To Return Contract | | <i>If a replacement contract:</i> “Right To Return Contract. Please read this contract carefully. The Owner may return the contract for any reason within thirty days after receiving it. Return of the contract is effective on the date written notice of the return is delivered, mailed or sent by telegram to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the contract. If returned, the contract will be cancelled and the Company will refund the sum of (a) the difference between the Purchase Payments paid and the amounts, if any, allocated to the Separate Account plus (b) the value of the Accumulation Units of the Separate Account on the effective date of return.” |
| 1 | Contract Number | Page 3 | This will vary depending on the contract number assigned. |
| 2 | Additional Benefits | Page 3 | If elected by owner at the time of issue, “Enhanced Death Benefit.” If not elected, “None.” |
| 3 | Tax Reporting Category | Page 3 | This will vary based on the market: <ul style="list-style-type: none"> • Personal Annuity • Individual Retirement Annuity (IRA) • Tax Deferred Annuity (TDA) • Deferred Compensation Annuity • Pension Annuity • Pension Distribution Annuity |
| 4 | Primary Annuitant | Page 3 | This will vary depending on who the Primary Annuitant is. |
| 5 | Age and Sex | Page 3 | This will vary depending on the age and sex of the annuitant. Ages range from 0 to 85. |
| 6 | Owner | Page 3 | This will vary depending on who the owner is. |
| 7 | Issue Date | Page 3 | This will vary depending on when the contract is issued. |
| 8 | Contract Anniversary | Page 3 | This will vary depending on when the contract is issued. |
| 9 | Maturity Date | Page 3 | This will vary depending on the Maturity Date. |
| 10 | Direct Beneficiary | Page 3 | This will vary depending on who is selected as the Direct Beneficiary. |
| 11 | Contingent Beneficiary | Page 3 | This will vary depending on who is selected as the Contingent Beneficiary. |

| | | | |
|----|---------------------------------|---------------------|--|
| 12 | Divisions of Separate Account C | Page 3 and Page 3-1 | The available Separate Account Divisions are subject to change. It is our intention to maintain a diverse offering of non-hazardous investment options. |
| 13 | Enhanced Death Benefit Charge | Page 4 | If elected by owner, the Charge is 0.10% of the amount of the Enhanced Death Benefit for issue ages 45 or less, 0.20% for issue ages 46-55, and 0.40% for issue ages 56-65. If not elected, the charge will not be present. |
| 14 | Enhanced Death Benefit Charge | Page 4 | Charge will vary based on the following: The Charge is 0.10% of the amount of the Enhanced Death Benefit for issue ages 45 or less, 0.20% for issue ages 46-55, and 0.40% for issue ages 56-65. |
| 15 | Transfer Fee | Page 4 | \$0 currently with no anticipated change. However, we would like to retain the right to charge a Transfer Fee up to a maximum of \$25. If a Transfer Fee is imposed, it would be applied consistently among all new contract owners. |

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

Re: RR.VA.ABK.(0313)
RR.VA.AFB.(0313)
RR.VA.AFR.(0313)
RR.VA.BBK.(0313)
RR.VA.BFR.(0313)
RR.VA.CNE.(0313)

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

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



Ted A. Matchulat
Director Product Compliance

12/14/2012

Date

9.7 MISSTATEMENTS

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

9.8 ENTIRE CONTRACT; CHANGES

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

All payments by the Company under this Contract are payable at its Home Office.

Assets of the Separate Account are owned by the Company and the Company is not a trustee with respect thereto. The Company may from time to time adjust the amount of assets contained in the Separate Account, by periodic withdrawals or additions, to reflect the contract deductions and the Company's reserves for this and other similar contracts.

This Contract is subject to the laws of the state in which it is delivered. All benefits are at least as great as those required by that state.

9.9 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if:

- prior to the Maturity Date no Purchase Payments have been received under the Contract for a period of two full years and each of the following is less than the Minimum Accumulation Value shown on Page 4:
 - a. the Accumulation Value of the Contract; and
 - b. total Purchase Payments paid under the Contract, less any amounts withdrawn under Section 4.5; or
- on the Maturity Date the Accumulation Value of the Contract is less than the Minimum Accumulation Value shown on Page 4 or would provide an initial monthly income which is less than the minimum payment amount shown on Page 4.

11.8 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

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

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

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

11.9 INCOME PLAN RATES

Fixed Income Plan Rates. Payments under a fixed income plan will be based on rates declared by the Company that will not be less than the rates shown in the Payment Rate Tables. The declared rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract.

Variable Income Plan Rates. The Company may from time to time declare higher initial rates for variable income plans under this Contract. These higher rates will not be available to increase payments under income plans already in effect. If the higher initial rate is used, the Daily Adjustment Factor described in Section 11.4 will be determined based on the Assumed Investment Rate used in calculating the alternate payment rate.

Payment Rate Tables. The guaranteed monthly payment rates for both a fixed income plan and the first payment under a variable income plan are shown in the Payment Rate Tables. The tables show rates for the Life Income Plans and are based on the adjusted age of any individual upon whose life payments depend. The adjusted age is:

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

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

The rates shown in the Payment Rate Tables are calculated on a guaranteed basis. For Life Income Plans that take effect later than the twelfth contract anniversary, the adjusted age calculation causes a reduction in the guaranteed benefit from what it would have been had the Contract not yet passed its twelfth contract anniversary.

Subsequent fixed annuity payments under a Life Income Plan will remain level unless the plan that is elected dictates otherwise.

PAYMENT RATE TABLES
 Monthly Income Payments per \$1,000 of Benefits
 First Payment Under Variable Income Plan

SINGLE LIFE INCOME PLAN

| SINGLE LIFE MONTHLY PAYMENTS | | | |
|------------------------------|-----------------------|---------|---------|
| ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | |
| | ZERO | 10 | 20 |
| 55 | \$ 3.99 | \$ 3.97 | \$ 3.90 |
| 56 | 4.05 | 4.03 | 3.96 |
| 57 | 4.12 | 4.09 | 4.01 |
| 58 | 4.20 | 4.16 | 4.07 |
| 59 | 4.28 | 4.24 | 4.13 |
| 60 | 4.36 | 4.32 | 4.19 |
| 61 | 4.44 | 4.40 | 4.25 |
| 62 | 4.53 | 4.48 | 4.32 |
| 63 | 4.63 | 4.57 | 4.39 |
| 64 | 4.74 | 4.67 | 4.46 |
| 65 | 4.85 | 4.77 | 4.53 |
| 66 | 4.97 | 4.88 | 4.61 |
| 67 | 5.10 | 5.00 | 4.68 |
| 68 | 5.24 | 5.12 | 4.75 |
| 69 | 5.39 | 5.25 | 4.83 |
| 70 | 5.55 | 5.38 | 4.90 |
| 71 | 5.73 | 5.54 | 4.97 |
| 72 | 5.91 | 5.70 | 5.03 |
| 73 | 6.12 | 5.86 | 5.10 |
| 74 | 6.35 | 6.04 | 5.16 |
| 75 | 6.59 | 6.22 | 5.21 |
| 76 | 6.86 | 6.42 | 5.25 |
| 77 | 7.16 | 6.61 | 5.30 |
| 78 | 7.48 | 6.81 | 5.33 |
| 79 | 7.84 | 7.02 | 5.37 |
| 80 | 8.23 | 7.23 | 5.39 |
| 81 | 8.67 | 7.43 | 5.41 |
| 82 | 9.14 | 7.64 | 5.42 |
| 83 | 9.66 | 7.84 | 5.44 |
| 84 | 10.24 | 8.03 | 5.45 |
| 85 and over | 10.87 | 8.21 | 5.45 |

JOINT AND SURVIVOR LIFE INCOME PLAN

| JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain) | | | | | | | |
|---|----------------------------|---------|---------|---------|---------|---------|-------------|
| OLDER LIFE ADJUSTED AGE* | YOUNGER LIFE ADJUSTED AGE* | | | | | | |
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 and over |
| 55 | \$ 3.64 | | | | | | |
| 60 | 3.74 | \$ 3.90 | | | | | |
| 65 | 3.81 | 4.03 | \$ 4.26 | | | | |
| 70 | 3.86 | 4.13 | 4.44 | \$ 4.76 | | | |
| 75 | 3.90 | 4.20 | 4.57 | 5.01 | \$ 5.47 | | |
| 80 | 3.93 | 4.25 | 4.66 | 5.18 | 5.81 | \$ 6.46 | |
| 85 and over | 3.94 | 4.27 | 4.71 | 5.28 | 6.03 | 6.87 | \$ 7.64 |

*See Section 11.9

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

Monthly payment rates are based on an Assumed Investment Rate of 3.50% and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

PAYMENT RATE TABLES
 Monthly Income Payments per \$1,000 of Benefits
 Guaranteed Fixed Payment

SINGLE LIFE INCOME PLAN

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

JOINT AND SURVIVOR LIFE INCOME PLAN

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

*See Section 11.9

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

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

9.7 MISSTATEMENTS

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

9.8 ENTIRE CONTRACT; CHANGES

This Contract is issued in consideration of the application (including any application supplements) and the initial Purchase Payment. This Contract, together with any amendments, endorsements, riders and additional benefits and the attached application, is the entire contract. Statements in the application are representations and not warranties. This Contract may be changed or interpreted by the Company to maintain compliance with applicable state and federal law, to assure continued qualification of the Contract under federal tax laws, or to reflect a change in the operation of the Separate Account that does not adversely affect the rights of the contract Owner. A change in the terms of, or a waiver of the Company's rights under, the Contract is valid only if it is approved in writing by an officer of the Company. The Company may require that the Contract be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Contract or to waive the Company's rights thereunder.

All payments by the Company under this Contract are payable at its Home Office.

Assets of the Separate Account are owned by the Company and the Company is not a trustee with respect thereto. The Company may from time to time adjust the amount of assets contained in the Separate Account, by periodic withdrawals or additions, to reflect the Contract deductions and the Company's reserves for this and other similar contracts.

This Contract is subject to the laws of the state in which it is delivered. All benefits are at least as great as those required by the state.

9.9 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if:

- prior to the Maturity Date no Purchase Payments have been received under the Contract for a period of two full years and each of the following is less than the Minimum Accumulation Value shown on Page 4:
 - a. the Accumulation Value of the Contract; and
 - b. total Purchase Payments paid under the Contract, less any amounts withdrawn under Section 4.5; or
- on the Maturity Date the Accumulation Value of the Contract is less than the Minimum Accumulation Value shown on Page 4 or would provide an initial monthly income which is less than the minimum payment amount shown on Page 4.

11.8 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

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

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

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

11.9 INCOME PLAN RATES

Fixed Income Plan Rates. Payments under a fixed income plan will be based on rates declared by the Company that will not be less than the rates shown in the Payment Rate Tables. The declared rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract.

Variable Income Plan Rates. The Company may from time to time declare higher initial rates for variable income plans under this Contract. These higher rates will not be available to increase payments under income plans already in effect. If the higher initial rate is used, the Daily Adjustment Factor described in Section 11.4 will be determined based on the Assumed Investment Rate used in calculating the alternate payment rate.

Payment Rate Tables. The guaranteed monthly payment rates for both a fixed income plan and the first payment under a variable income plan are shown in the Payment Rate Tables. The tables show rates for the Life Income Plans and are based on the adjusted age of any individual upon whose life payments depend. The adjusted age is:

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

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

The rates shown in the Payment Rate Tables are calculated on a guaranteed basis. For Life Income Plans that take effect later than the twelfth contract anniversary, the adjusted age calculation causes a reduction in the guaranteed benefit from what it would have been had the Contract not yet passed its twelfth contract anniversary.

Subsequent fixed annuity payments under a Life Income Plan will remain level unless the plan that is elected dictates otherwise.

PAYMENT RATE TABLES
 Monthly Income Payments per \$1,000 of Benefits
 First Payment Under Variable Income Plan

SINGLE LIFE INCOME PLAN

| SINGLE LIFE MONTHLY PAYMENTS | | | |
|------------------------------|-----------------------|---------|---------|
| ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | |
| | ZERO | 10 | 20 |
| 55 | \$ 3.99 | \$ 3.97 | \$ 3.90 |
| 56 | 4.05 | 4.03 | 3.96 |
| 57 | 4.12 | 4.09 | 4.01 |
| 58 | 4.20 | 4.16 | 4.07 |
| 59 | 4.28 | 4.24 | 4.13 |
| 60 | 4.36 | 4.32 | 4.19 |
| 61 | 4.44 | 4.40 | 4.25 |
| 62 | 4.53 | 4.48 | 4.32 |
| 63 | 4.63 | 4.57 | 4.39 |
| 64 | 4.74 | 4.67 | 4.46 |
| 65 | 4.85 | 4.77 | 4.53 |
| 66 | 4.97 | 4.88 | 4.61 |
| 67 | 5.10 | 5.00 | 4.68 |
| 68 | 5.24 | 5.12 | 4.75 |
| 69 | 5.39 | 5.25 | 4.83 |
| 70 | 5.55 | 5.38 | 4.90 |
| 71 | 5.73 | 5.54 | 4.97 |
| 72 | 5.91 | 5.70 | 5.03 |
| 73 | 6.12 | 5.86 | 5.10 |
| 74 | 6.35 | 6.04 | 5.16 |
| 75 | 6.59 | 6.22 | 5.21 |
| 76 | 6.86 | 6.42 | 5.25 |
| 77 | 7.16 | 6.61 | 5.30 |
| 78 | 7.48 | 6.81 | 5.33 |
| 79 | 7.84 | 7.02 | 5.37 |
| 80 | 8.23 | 7.23 | 5.39 |
| 81 | 8.67 | 7.43 | 5.41 |
| 82 | 9.14 | 7.64 | 5.42 |
| 83 | 9.66 | 7.84 | 5.44 |
| 84 | 10.24 | 8.03 | 5.45 |
| 85 and over | 10.87 | 8.21 | 5.45 |

JOINT AND SURVIVOR LIFE INCOME PLAN

| JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain) | | | | | | | |
|---|----------------------------|---------|---------|---------|---------|---------|-------------|
| OLDER LIFE ADJUSTED AGE* | YOUNGER LIFE ADJUSTED AGE* | | | | | | |
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 and over |
| 55 | \$ 3.64 | | | | | | |
| 60 | 3.74 | \$ 3.90 | | | | | |
| 65 | 3.81 | 4.03 | \$ 4.26 | | | | |
| 70 | 3.86 | 4.13 | 4.44 | \$ 4.76 | | | |
| 75 | 3.90 | 4.20 | 4.57 | 5.01 | \$ 5.47 | | |
| 80 | 3.93 | 4.25 | 4.66 | 5.18 | 5.81 | \$ 6.46 | |
| 85 and over | 3.94 | 4.27 | 4.71 | 5.28 | 6.03 | 6.87 | \$ 7.64 |

*See Section 11.9

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

Monthly payment rates are based on an Assumed Investment Rate of 3.50% and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

PAYMENT RATE TABLES
Monthly Income Payments per \$1,000 of Benefits
Guaranteed Fixed Payment

SINGLE LIFE INCOME PLAN

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

JOINT AND SURVIVOR LIFE INCOME PLAN

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

*See Section 11.9

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

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

9.7 MISSTATEMENTS

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

9.8 ENTIRE CONTRACT; CHANGES

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

All payments by the Company under this Contract are payable at its Home Office.

Assets of the Separate Account are owned by the Company and the Company is not a trustee with respect thereto. The Company may from time to time adjust the amount of assets contained in the Separate Account, by periodic withdrawals or additions, to reflect the Contract deductions and the Company's reserves for this and other similar contracts.

This Contract is subject to the laws of the state in which it is delivered. All benefits are at least as great as those required by that state.

9.9 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if:

- prior to the Maturity Date no Purchase Payments have been received under the Contract for a period of two full years and each of the following is less than the Minimum Accumulation Value shown on Page 4:
 - a. the Accumulation Value of the Contract; and
 - b. total Purchase Payments paid under the Contract, less any amounts withdrawn under Section 4.5; or
- on the Maturity Date the Accumulation Value of the Contract is less than the Minimum Accumulation Value shown on Page 4 or would provide an initial monthly income which is less than the minimum payment amount shown on Page 4.

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

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

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

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

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

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

11.9 INCOME PLAN RATES

Fixed Income Plan Rates. Payments under a fixed income plan will be based on rates declared by the Company that will not be less than the rates shown in the Payment Rate Tables. The declared rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract.

Variable Income Plan Rates. The Company may from time to time declare higher initial rates for variable income plans under this Contract. These higher rates will not be available to increase payments under income plans already in effect. If the higher initial rate is used, the Daily Adjustment Factor described in Section 11.4 will be determined based on the Assumed Investment Rate used in calculating the alternate payment rate.

Payment Rate Tables. The guaranteed monthly payment rates for both a fixed income plan and the first payment under a variable income plan are shown in the Payment Rate Tables. The tables show rates for the Life Income Plans and are based on the adjusted age of any individual upon whose life payments depend. The adjusted age is:

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

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

The rates shown in the Payment Rate Tables are calculated on a guaranteed basis. For Life Income Plans that take effect later than the twelfth contract anniversary, the adjusted age calculation causes a reduction in the guaranteed benefit from what it would have been had the Contract not yet passed its twelfth contract anniversary.

Subsequent fixed annuity payments under a Life Income Plan will remain level unless the plan that is elected dictates otherwise.

PAYMENT RATE TABLES
 Monthly Income Payments per \$1,000 of Benefits
 First Payment Under Variable Income Plan

SINGLE LIFE INCOME PLAN

| SINGLE LIFE MONTHLY PAYMENTS | | | |
|------------------------------|-----------------------|---------|---------|
| ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | |
| | ZERO | 10 | 20 |
| 55 | \$ 3.99 | \$ 3.97 | \$ 3.90 |
| 56 | 4.05 | 4.03 | 3.96 |
| 57 | 4.12 | 4.09 | 4.01 |
| 58 | 4.20 | 4.16 | 4.07 |
| 59 | 4.28 | 4.24 | 4.13 |
| 60 | 4.36 | 4.32 | 4.19 |
| 61 | 4.44 | 4.40 | 4.25 |
| 62 | 4.53 | 4.48 | 4.32 |
| 63 | 4.63 | 4.57 | 4.39 |
| 64 | 4.74 | 4.67 | 4.46 |
| 65 | 4.85 | 4.77 | 4.53 |
| 66 | 4.97 | 4.88 | 4.61 |
| 67 | 5.10 | 5.00 | 4.68 |
| 68 | 5.24 | 5.12 | 4.75 |
| 69 | 5.39 | 5.25 | 4.83 |
| 70 | 5.55 | 5.38 | 4.90 |
| 71 | 5.73 | 5.54 | 4.97 |
| 72 | 5.91 | 5.70 | 5.03 |
| 73 | 6.12 | 5.86 | 5.10 |
| 74 | 6.35 | 6.04 | 5.16 |
| 75 | 6.59 | 6.22 | 5.21 |
| 76 | 6.86 | 6.42 | 5.25 |
| 77 | 7.16 | 6.61 | 5.30 |
| 78 | 7.48 | 6.81 | 5.33 |
| 79 | 7.84 | 7.02 | 5.37 |
| 80 | 8.23 | 7.23 | 5.39 |
| 81 | 8.67 | 7.43 | 5.41 |
| 82 | 9.14 | 7.64 | 5.42 |
| 83 | 9.66 | 7.84 | 5.44 |
| 84 | 10.24 | 8.03 | 5.45 |
| 85 and over | 10.87 | 8.21 | 5.45 |

JOINT AND SURVIVOR LIFE INCOME PLAN

| JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain) | | | | | | | |
|---|----------------------------|---------|---------|---------|---------|---------|-------------|
| OLDER LIFE ADJUSTED AGE* | YOUNGER LIFE ADJUSTED AGE* | | | | | | |
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 and over |
| 55 | \$ 3.64 | | | | | | |
| 60 | 3.74 | \$ 3.90 | | | | | |
| 65 | 3.81 | 4.03 | \$ 4.26 | | | | |
| 70 | 3.86 | 4.13 | 4.44 | \$ 4.76 | | | |
| 75 | 3.90 | 4.20 | 4.57 | 5.01 | \$ 5.47 | | |
| 80 | 3.93 | 4.25 | 4.66 | 5.18 | 5.81 | \$ 6.46 | |
| 85 and over | 3.94 | 4.27 | 4.71 | 5.28 | 6.03 | 6.87 | \$ 7.64 |

*See Section 11.9

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

Monthly payment rates are based on an Assumed Investment Rate of 3.50% and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

PAYMENT RATE TABLES
 Monthly Income Payments per \$1,000 of Benefits
 Guaranteed Fixed Payment

SINGLE LIFE INCOME PLAN

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

JOINT AND SURVIVOR LIFE INCOME PLAN

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

*See Section 11.9

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

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

9.7 MISSTATEMENTS

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

9.8 ENTIRE CONTRACT; CHANGES

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

All payments by the Company under this Contract are payable at its Home Office.

Assets of the Separate Account are owned by the Company and the Company is not a trustee with respect thereto. The Company may from time to time adjust the amount of assets contained in the Separate Account, by periodic withdrawals or additions, to reflect the contract deductions and the Company's reserves for this and other similar contracts.

This Contract is subject to the laws of the state in which it is delivered. All benefits are at least as great as those required by that state.

9.9 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if:

- prior to the Maturity Date no Purchase Payments have been received under the Contract for a period of two full years and each of the following is less than the Minimum Accumulation Value shown on Page 4:
 - a. the Accumulation Value of the Contract; and
 - b. total Purchase Payments paid under the Contract, less any amounts withdrawn under Section 4.5; or
- on the Maturity Date the Accumulation Value of the Contract is less than the Minimum Accumulation Value shown on Page 4 or would provide an initial monthly income which is less than the minimum payment amount shown on Page 4.

11.8 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

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

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

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

11.9 INCOME PLAN RATES

Fixed Income Plan Rates. Payments under a fixed income plan will be based on rates declared by the Company that will not be less than the rates shown in the Payment Rate Tables. The declared rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract.

Variable Income Plan Rates. The Company may from time to time declare higher initial rates for variable income plans under this Contract. These higher rates will not be available to increase payments under income plans already in effect. If the higher initial rate is used, the Daily Adjustment Factor described in Section 11.4 will be determined based on the Assumed Investment Rate used in calculating the alternate payment rate.

Payment Rate Tables. The guaranteed monthly payment rates for both a fixed income plan and the first payment under a variable income plan are shown in the Payment Rate Tables. The tables show rates for the Life Income Plans and are based on the adjusted age of any individual upon whose life payments depend. The adjusted age is:

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

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

The rates shown in the Payment Rate Tables are calculated on a guaranteed basis. For Life Income Plans that take effect later than the twelfth contract anniversary, the adjusted age calculation causes a reduction in the guaranteed benefit from what it would have been had the Contract not yet passed its twelfth contract anniversary.

Subsequent fixed annuity payments under a Life Income Plan will remain level unless the plan that is elected dictates otherwise.

PAYMENT RATE TABLES
 Monthly Income Payments per \$1,000 of Benefits
 First Payment Under Variable Income Plan

SINGLE LIFE INCOME PLAN

| SINGLE LIFE MONTHLY PAYMENTS | | | |
|------------------------------|-----------------------|---------|---------|
| ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | |
| | ZERO | 10 | 20 |
| 55 | \$ 3.99 | \$ 3.97 | \$ 3.90 |
| 56 | 4.05 | 4.03 | 3.96 |
| 57 | 4.12 | 4.09 | 4.01 |
| 58 | 4.20 | 4.16 | 4.07 |
| 59 | 4.28 | 4.24 | 4.13 |
| 60 | 4.36 | 4.32 | 4.19 |
| 61 | 4.44 | 4.40 | 4.25 |
| 62 | 4.53 | 4.48 | 4.32 |
| 63 | 4.63 | 4.57 | 4.39 |
| 64 | 4.74 | 4.67 | 4.46 |
| 65 | 4.85 | 4.77 | 4.53 |
| 66 | 4.97 | 4.88 | 4.61 |
| 67 | 5.10 | 5.00 | 4.68 |
| 68 | 5.24 | 5.12 | 4.75 |
| 69 | 5.39 | 5.25 | 4.83 |
| 70 | 5.55 | 5.38 | 4.90 |
| 71 | 5.73 | 5.54 | 4.97 |
| 72 | 5.91 | 5.70 | 5.03 |
| 73 | 6.12 | 5.86 | 5.10 |
| 74 | 6.35 | 6.04 | 5.16 |
| 75 | 6.59 | 6.22 | 5.21 |
| 76 | 6.86 | 6.42 | 5.25 |
| 77 | 7.16 | 6.61 | 5.30 |
| 78 | 7.48 | 6.81 | 5.33 |
| 79 | 7.84 | 7.02 | 5.37 |
| 80 | 8.23 | 7.23 | 5.39 |
| 81 | 8.67 | 7.43 | 5.41 |
| 82 | 9.14 | 7.64 | 5.42 |
| 83 | 9.66 | 7.84 | 5.44 |
| 84 | 10.24 | 8.03 | 5.45 |
| 85 and over | 10.87 | 8.21 | 5.45 |

JOINT AND SURVIVOR LIFE INCOME PLAN

| JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain) | | | | | | | |
|---|----------------------------|---------|---------|---------|---------|---------|-------------|
| OLDER LIFE ADJUSTED AGE* | YOUNGER LIFE ADJUSTED AGE* | | | | | | |
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 and over |
| 55 | \$ 3.64 | | | | | | |
| 60 | 3.74 | \$ 3.90 | | | | | |
| 65 | 3.81 | 4.03 | \$ 4.26 | | | | |
| 70 | 3.86 | 4.13 | 4.44 | \$ 4.76 | | | |
| 75 | 3.90 | 4.20 | 4.57 | 5.01 | \$ 5.47 | | |
| 80 | 3.93 | 4.25 | 4.66 | 5.18 | 5.81 | \$ 6.46 | |
| 85 and over | 3.94 | 4.27 | 4.71 | 5.28 | 6.03 | 6.87 | \$ 7.64 |

*See Section 11.9

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

Monthly payment rates are based on an Assumed Investment Rate of 3.50% and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

PAYMENT RATE TABLES
 Monthly Income Payments per \$1,000 of Benefits
 Guaranteed Fixed Payment

SINGLE LIFE INCOME PLAN

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

JOINT AND SURVIVOR LIFE INCOME PLAN

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

*See Section 11.9

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

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

9.7 MISSTATEMENTS

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

9.8 ENTIRE CONTRACT; CHANGES

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

All payments by the Company under this Contract are payable at its Home Office.

Assets of the Separate Account are owned by the Company and the Company is not a trustee with respect thereto. The Company may from time to time adjust the amount of assets contained in the Separate Account, by periodic withdrawals or additions, to reflect the Contract deductions and the Company's reserves for this and other similar contracts.

This Contract is subject to the laws of the state in which it is delivered. All benefits are at least as great as those required by that state.

9.9 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if:

- prior to the Maturity Date no Purchase Payments have been received under the Contract for a period of two full years and each of the following is less than the Minimum Accumulation Value shown on Page 4:
 - a. the Accumulation Value of the Contract; and
 - b. total Purchase Payments paid under the Contract, less any amounts withdrawn under Section 4.5; or
- on the Maturity Date the Accumulation Value of the Contract is less than the Minimum Accumulation Value shown on Page 4 or would provide an initial monthly income which is less than the minimum payment amount shown on Page 4.

11.8 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

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

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

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

11.9 INCOME PLAN RATES

Fixed Income Plan Rates. Payments under a fixed income plan will be based on rates declared by the Company that will not be less than the rates shown in the Payment Rate Tables. The declared rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract.

Variable Income Plan Rates. The Company may from time to time declare higher initial rates for variable income plans under this Contract. These higher rates will not be available to increase payments under income plans already in effect. If the higher initial rate is used, the Daily Adjustment Factor described in Section 11.4 will be determined based on the Assumed Investment Rate used in calculating the alternate payment rate.

Payment Rate Tables. The guaranteed monthly payment rates for both a fixed income plan and the first payment under a variable income plan are shown in the Payment Rate Tables. The tables show rates for the Life Income Plans and are based on the sex and adjusted age of any individual upon whose life payments depend. The adjusted age is:

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

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

The rates shown in the Payment Rate Tables are calculated on a guaranteed basis. For Life Income Plans that take effect later than the twelfth contract anniversary, the adjusted age calculation causes a reduction in the guaranteed benefit from what it would have been had the Contract not yet passed its twelfth contract anniversary.

Subsequent fixed annuity payments under a Life Income Plan will remain level unless the plan that is elected dictates otherwise.

PAYMENT RATE TABLES
 Monthly Income Payments per \$1,000 of Benefits
 First Payment Under Variable Income Plan

SINGLE LIFE INCOME PLAN

| SINGLE LIFE MONTHLY PAYMENTS | | | |
|------------------------------|-----------------------|---------|---------|
| ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | |
| | ZERO | 10 | 20 |
| 55 | \$ 3.99 | \$ 3.97 | \$ 3.90 |
| 56 | 4.05 | 4.03 | 3.96 |
| 57 | 4.12 | 4.09 | 4.01 |
| 58 | 4.20 | 4.16 | 4.07 |
| 59 | 4.28 | 4.24 | 4.13 |
| 60 | 4.36 | 4.32 | 4.19 |
| 61 | 4.44 | 4.40 | 4.25 |
| 62 | 4.53 | 4.48 | 4.32 |
| 63 | 4.63 | 4.57 | 4.39 |
| 64 | 4.74 | 4.67 | 4.46 |
| 65 | 4.85 | 4.77 | 4.53 |
| 66 | 4.97 | 4.88 | 4.61 |
| 67 | 5.10 | 5.00 | 4.68 |
| 68 | 5.24 | 5.12 | 4.75 |
| 69 | 5.39 | 5.25 | 4.83 |
| 70 | 5.55 | 5.38 | 4.90 |
| 71 | 5.73 | 5.54 | 4.97 |
| 72 | 5.91 | 5.70 | 5.03 |
| 73 | 6.12 | 5.86 | 5.10 |
| 74 | 6.35 | 6.04 | 5.16 |
| 75 | 6.59 | 6.22 | 5.21 |
| 76 | 6.86 | 6.42 | 5.25 |
| 77 | 7.16 | 6.61 | 5.30 |
| 78 | 7.48 | 6.81 | 5.33 |
| 79 | 7.84 | 7.02 | 5.37 |
| 80 | 8.23 | 7.23 | 5.39 |
| 81 | 8.67 | 7.43 | 5.41 |
| 82 | 9.14 | 7.64 | 5.42 |
| 83 | 9.66 | 7.84 | 5.44 |
| 84 | 10.24 | 8.03 | 5.45 |
| 85 and over | 10.87 | 8.21 | 5.45 |

JOINT AND SURVIVOR LIFE INCOME PLAN

| JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain) | | | | | | | |
|---|----------------------------|---------|---------|---------|---------|---------|-------------|
| OLDER LIFE ADJUSTED AGE* | YOUNGER LIFE ADJUSTED AGE* | | | | | | |
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 and over |
| 55 | \$ 3.64 | | | | | | |
| 60 | 3.74 | \$ 3.90 | | | | | |
| 65 | 3.81 | 4.03 | \$ 4.26 | | | | |
| 70 | 3.86 | 4.13 | 4.44 | \$ 4.76 | | | |
| 75 | 3.90 | 4.20 | 4.57 | 5.01 | \$ 5.47 | | |
| 80 | 3.93 | 4.25 | 4.66 | 5.18 | 5.81 | \$ 6.46 | |
| 85 and over | 3.94 | 4.27 | 4.71 | 5.28 | 6.03 | 6.87 | \$ 7.64 |

*See Section 11.9

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

Monthly payment rates are based on an Assumed Investment Rate of 3.50% and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

PAYMENT RATE TABLES
 Monthly Income Payments per \$1,000 of Benefits
 Guaranteed Fixed Payment

SINGLE LIFE INCOME PLAN

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

JOINT AND SURVIVOR LIFE INCOME PLAN

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

*See Section 11.9

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

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

9.7 MISSTATEMENTS

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

9.8 ENTIRE CONTRACT; CHANGES

This Contract is issued in consideration of the application (including any application supplements) and the initial Purchase Payment. This Contract, together with any amendments, endorsements, riders and additional benefits and the attached application, is the entire contract. Statements in the application are representations and not warranties. This Contract may be changed or interpreted by the Company to maintain compliance with applicable state and federal law, to assure continued qualification of the Contract under federal tax laws, or to reflect a change in the operation of the Separate Account that does not adversely affect the rights of the Contract Owner. A change in the terms of, or a waiver of the Company's rights under, the Contract is valid only if it is approved in writing by an officer of the Company. The Company may require that the Contract be sent to it for endorsement to show a change or waiver. No agent has the authority to change the Contract or to waive the Company's rights thereunder.

All payments by the Company under this Contract are payable at its Home Office.

Assets of the Separate Account are owned by the Company and the Company is not a trustee with respect thereto. The Company may from time to time adjust the amount of assets contained in the Separate Account, by periodic withdrawals or additions, to reflect the Contract deductions and the Company's reserves for this and other similar contracts.

This Contract is subject to the laws of the state in which it is delivered. All benefits are at least as great as those required by that state.

9.9 TERMINATION OF CONTRACT

The Company may terminate the Contract and pay the Owner the Accumulation Value of the Contract and be released of any further obligation if:

- prior to the Maturity Date no Purchase Payments have been received under the Contract for a period of two full years and each of the following is less than the Minimum Accumulation Value shown on Page 4:
 - a. the Accumulation Value of the Contract; and
 - b. total Purchase Payments paid under the Contract, less any amounts withdrawn under Section 4.5; or
- on the Maturity Date the Accumulation Value of the Contract is less than the Minimum Accumulation Value shown on Page 4 or would provide an initial monthly income which is less than the minimum payment amount shown on Page 4.

11.8 SUCCESSION IN INTEREST OF BENEFICIARIES UNDER INCOME PLANS

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

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

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

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

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

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

11.9 INCOME PLAN RATES

Fixed Income Plan Rates. Payments under a fixed income plan will be based on rates declared by the Company that will not be less than the rates shown in the Payment Rate Tables. The declared rates will provide at least as much income as would the Company's rates, on the date that the income plan takes effect, for a single premium immediate annuity contract.

Variable Income Plan Rates. The Company may from time to time declare higher initial rates for variable income plans under this Contract. These higher rates will not be available to increase payments under income plans already in effect. If the higher initial rate is used, the Daily Adjustment Factor described in Section 11.4 will be determined based on the Assumed Investment Rate used in calculating the alternate payment rate.

Payment Rate Tables. The guaranteed monthly payment rates for both a fixed income plan and the first payment under a variable income plan are shown in the Payment Rate Tables. The tables show rates for the Life Income Plans and are based on the adjusted age of any individual upon whose life payments depend. The adjusted age is:

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

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

The rates shown in the Payment Rate Tables are calculated on a guaranteed basis. For Life Income Plans that take effect later than the twelfth contract anniversary, the adjusted age calculation causes a reduction in the guaranteed benefit from what it would have been had the Contract not yet passed its twelfth contract anniversary.

Subsequent fixed annuity payments under a Life Income Plan will remain level unless the plan that is elected dictates otherwise.

PAYMENT RATE TABLES
 Monthly Income Payments per \$1,000 of Benefits
 First Payment Under Variable Income Plan

SINGLE LIFE INCOME PLAN

| SINGLE LIFE MONTHLY PAYMENTS | | | |
|------------------------------|-----------------------|---------|---------|
| ADJUSTED AGE* | CHOSEN PERIOD (YEARS) | | |
| | ZERO | 10 | 20 |
| 55 | \$ 3.99 | \$ 3.97 | \$ 3.90 |
| 56 | 4.05 | 4.03 | 3.96 |
| 57 | 4.12 | 4.09 | 4.01 |
| 58 | 4.20 | 4.16 | 4.07 |
| 59 | 4.28 | 4.24 | 4.13 |
| 60 | 4.36 | 4.32 | 4.19 |
| 61 | 4.44 | 4.40 | 4.25 |
| 62 | 4.53 | 4.48 | 4.32 |
| 63 | 4.63 | 4.57 | 4.39 |
| 64 | 4.74 | 4.67 | 4.46 |
| 65 | 4.85 | 4.77 | 4.53 |
| 66 | 4.97 | 4.88 | 4.61 |
| 67 | 5.10 | 5.00 | 4.68 |
| 68 | 5.24 | 5.12 | 4.75 |
| 69 | 5.39 | 5.25 | 4.83 |
| 70 | 5.55 | 5.38 | 4.90 |
| 71 | 5.73 | 5.54 | 4.97 |
| 72 | 5.91 | 5.70 | 5.03 |
| 73 | 6.12 | 5.86 | 5.10 |
| 74 | 6.35 | 6.04 | 5.16 |
| 75 | 6.59 | 6.22 | 5.21 |
| 76 | 6.86 | 6.42 | 5.25 |
| 77 | 7.16 | 6.61 | 5.30 |
| 78 | 7.48 | 6.81 | 5.33 |
| 79 | 7.84 | 7.02 | 5.37 |
| 80 | 8.23 | 7.23 | 5.39 |
| 81 | 8.67 | 7.43 | 5.41 |
| 82 | 9.14 | 7.64 | 5.42 |
| 83 | 9.66 | 7.84 | 5.44 |
| 84 | 10.24 | 8.03 | 5.45 |
| 85 and over | 10.87 | 8.21 | 5.45 |

JOINT AND SURVIVOR LIFE INCOME PLAN

| JOINT AND SURVIVOR MONTHLY PAYMENTS (with 10 years certain) | | | | | | | |
|---|----------------------------|---------|---------|---------|---------|---------|-------------|
| OLDER LIFE ADJUSTED AGE* | YOUNGER LIFE ADJUSTED AGE* | | | | | | |
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 and over |
| 55 | \$ 3.64 | | | | | | |
| 60 | 3.74 | \$ 3.90 | | | | | |
| 65 | 3.81 | 4.03 | \$ 4.26 | | | | |
| 70 | 3.86 | 4.13 | 4.44 | \$ 4.76 | | | |
| 75 | 3.90 | 4.20 | 4.57 | 5.01 | \$ 5.47 | | |
| 80 | 3.93 | 4.25 | 4.66 | 5.18 | 5.81 | \$ 6.46 | |
| 85 and over | 3.94 | 4.27 | 4.71 | 5.28 | 6.03 | 6.87 | \$ 7.64 |

*See Section 11.9

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

Monthly payment rates are based on an Assumed Investment Rate of 3.50% and the 2012 Individual Annuity Mortality Period Table with 125% of Projection Scale G2 and a 5.00% load. Mortality improvements are projected for 4 years plus the remaining life of the Annuitant.

PAYMENT RATE TABLES
 Monthly Income Payments per \$1,000 of Benefits
 Guaranteed Fixed Payment

SINGLE LIFE INCOME PLAN

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

JOINT AND SURVIVOR LIFE INCOME PLAN

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

*See Section 11.9

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

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