

State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: Ind Flex Premium Def Var Annuity
Project Name/Number: Ind Flex Premium Def Var Annuity/10-1252

Filing at a Glance

Company: Pacific Life Insurance Company
Product Name: Ind Flex Premium Def Var Annuity
State: Arkansas
TOI: A03I Individual Annuities - Deferred Variable
Sub-TOI: A03I.002 Flexible Premium
Filing Type: Form
Date Submitted: 12/19/2012
SERFF Tr Num: PACL-128804167
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: 10-1252 & 10-1253

Implementation: On Approval
Date Requested:
Author(s): Maysy Novak, Brian Deleget, Craig Hopkins
Reviewer(s): Linda Bird (primary)
Disposition Date: 01/03/2013
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

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General Information

Project Name: Ind Flex Premium Def Var Annuity
Project Number: 10-1252
Requested Filing Mode: Review & Approval

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

Deemer Date:
Submitted By: Maysy Novak

Filing Description:
To the Insurance Department of the State of Arkansas

We are submitting the following forms for approval:

Form Number Form Description
10-1252 Individual Flexible Premium Deferred Variable Annuity Contract
10-1252-CS-3 Contract Specifications Page
10-1252-CS-5 Contract Specifications Page
10-1253 Individual Flexible Premium Deferred Variable Annuity Contract
25-1252 Individual Deferred Variable Annuity Application
20-1264 Stepped-up Death Benefit II Rider

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

Individual Flexible Premium Deferred Variable Annuity Contract (10-1252)

The contract is a basic individual flexible premium deferred variable annuity contract with several investment options to which purchase payments may be allocated. There are no unusual features contained in the contract. The contract contains a withdrawal charge (contingent deferred sales charge) and is for use with the following Contract Specifications Pages, submitted for approval with this filing, which contain alternative withdrawal charge schedules and mortality and expense risk charges:

10-1252-CS-3 and 10-1252-CS-5.

Contract issues ages are 0 through 85.

A death benefit is payable upon the death of any Owner (or Annuitant in the case of a Non-Natural Owner) before the Annuity Date and while the contract is in force.

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

Individual Flexible Premium Deferred Variable Annuity Contract (10-1253)

State: Arkansas **Filing Company:** Pacific Life Insurance Company
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The contract is a basic individual flexible premium deferred variable annuity contract with several investment options to which purchase payments may be allocated. There are no unusual features contained in the contract. The contract does not contain a withdrawal charge (contingent deferred sales charge), however it is substantially similar to contract form 10-1252 described above.

Contract issues ages are 0 through 90.

A death benefit is payable upon the death of any Owner (or Annuitant in the case of a Non-Natural Owner) before the Annuity Date and while the contract is in force.

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

Individual Deferred Variable Annuity Application (25-1252)

The application, submitted for approval with this filing, will be used to apply for the contracts referenced above. The application will be used in paper format.

Stepped-up Death Benefit II Rider (20-1264)

The optional rider, submitted for approval with this filing, will be available for the contracts submitted. The rider provides additional death benefits in addition to those provided under the basic contract for an additional charge.

Qualified Plan Riders

The contracts will be marketed through licensed agents of the Company to fund non-qualified annuities and tax-qualified retirement plans and programs under Internal Revenue Code Sections 401(a), 401(k), 403(b) and 408(b), including but not limited to, SEP-IRAs, Simple IRAs, Roth IRAs and 457. In such cases, one of the following riders, submitted for approval under a different filing (the form numbers are subject to change by adding the state abbreviation), will be attached to the contract at issue.

Form Number Form Description

20-1266 Individual Retirement Annuity ("IRA") Rider
 20-1267 Roth Individual Retirement Annuity ("Roth IRA") Rider
 20-1268 SIMPLE Individual Retirement Annuity Rider
 20-1269 Qualified Retirement Plan Rider
 20-1270 403(b) Tax Sheltered Annuity Rider
 20-1271 Section 457 Plan Rider

DCA Plus Fixed Option Rider

The Individual Variable Annuity Rider, previously approved by the Department and described below, will be automatically attached to the contract when issued and provides a dollar cost averaging investment option with the contract. There is no additional charge for this rider. This rider may or may not be offered in the future, or may only be offered on certain contracts in the future.

Form Number - Form Description - Date Approved - SERFF Tracking No.

20-1219 - DCA Plus Fixed Option Rider - 8/29/2011 - PACL-127345107

State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
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Optional Riders

The following optional riders, submitted for approval under a different filing (the form numbers are subject to change by adding the state abbreviation), will be available for the contracts submitted. From time to time, we may add new optional riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional rider added to this section will only be those optional riders that the Department of Insurance has previously approved. These riders provide benefits in addition to those provided under the basic contract for an additional charge.

Form Number Form Description

20-1254 Guaranteed Minimum Accumulation Benefit Rider
20-1256 Guaranteed Withdrawal Benefit XII Rider – Single Life
20-1257 Guaranteed Withdrawal Benefit XII Rider – Joint Life
20-1258 Guaranteed Withdrawal Benefit X Rider – Single Life
20-1259 Guaranteed Withdrawal Benefit X Rider – Joint Life
20-1263 Guaranteed Withdrawal Benefit XIII Rider

Statement of Variability

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

The forms submitted:

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

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

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

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

Sincerely,

J. Brian Deleget, MBA

Company and Contact

Filing Contact Information

J. Brian Deleget, Director, Compliance Brian.Deleget@PacificLife.com
700 Newport Center Drive 949-219-7262 [Phone]
Newport Beach, CA 92660 949-219-0579 [FAX]

State: Arkansas **Filing Company:** Pacific Life Insurance Company
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Filing Company Information

| | | |
|--------------------------------|-------------------------|-----------------------------|
| Pacific Life Insurance Company | CoCode: 67466 | State of Domicile: Nebraska |
| 700 Newport Center Drive | Group Code: 709 | Company Type: Annuities |
| Newport Beach, CA 92660-6397 | Group Name: | State ID Number: |
| (800) 722-2333 ext. [Phone] | FEIN Number: 95-1079000 | |

Filing Fees

Fee Required? Yes
 Fee Amount: \$300.00
 Retaliatory? No
 Fee Explanation: 50 x 6 = 300
 Per Company: No

| Company | Amount | Date Processed | Transaction # |
|--------------------------------|----------|----------------|---------------|
| Pacific Life Insurance Company | \$300.00 | 12/19/2012 | 65921589 |

SERFF Tracking #:

PACL-128804167

State Tracking #:

Company Tracking #:

10-1252 & 10-1253

State:

Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI:

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

Product Name:

Ind Flex Premium Def Var Annuity

Project Name/Number:

Ind Flex Premium Def Var Annuity/10-1252

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 01/03/2013 | 01/03/2013 |

State: Arkansas **Filing Company:** Pacific Life Insurance Company
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Disposition

Disposition Date: 01/03/2013

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 | | No |
| Supporting Document | Statement of Variability | | Yes |
| Supporting Document | Certification | | Yes |
| Form | Individual Flexible Premium Deferred Variable Annuity Contract | | Yes |
| Form | Contract Specifications Page | | Yes |
| Form | Contract Specifications Page | | Yes |
| Form | Individual Flexible Premium Deferred Variable Annuity Contract | | Yes |
| Form | Individual Deferred Variable Annuity Application | | Yes |
| Form | Stepped-up Death Benefit II Rider | | Yes |

State: Arkansas

Filing Company:

Pacific Life Insurance Company

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Form Schedule

Lead Form Number: 10-1252

| Item No. | Schedule Item Status | Form Name | Form Number | Form Type | Form Action | Action Specific Data | Readability Score | Attachments |
|----------|----------------------|--|--------------|-----------|-------------|----------------------|-------------------|--|
| 1 | | Individual Flexible Premium Deferred Variable Annuity Contract | 10-1252 | POL | Initial | | 0.000 | 10-1252 Generic VA Modular Contract_With CDSC_.pdf |
| 2 | | Contract Specifications Page | 10-1252-CS-3 | POLA | Initial | | 0.000 | 10-1252 Generic VA Mod 3-Year Spec Page.pdf |
| 3 | | Contract Specifications Page | 10-1252-CS-5 | POLA | Initial | | 0.000 | 10-1252 Generic VA Mod 5-Year Spec Page.pdf |
| 4 | | Individual Flexible Premium Deferred Variable Annuity Contract | 10-1253 | POL | Initial | | 0.000 | 10-1253 Generic VA Modular Contract_0 CDSC_.pdf |
| 5 | | Individual Deferred Variable Annuity Application | 25-1252 | AEF | Initial | | 0.000 | 25-1252.pdf |
| 6 | | Stepped-up Death Benefit II Rider | 20-1264 | POLA | Initial | | 0.000 | 20-1264 Generic SDBR II.pdf |

Form Type Legend:

| | | | |
|------------|-------------|-------------|--|
| ADV | Advertising | AEF | Application/Enrollment Form |
| CER | Certificate | CERA | Certificate Amendment, Insert Page, Endorsement or Rider |

SERFF Tracking #:

PACL-128804167

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

10-1252 & 10-1253

State:

Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI:

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

Product Name:

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| | | | |
|-------------|---|------------|---|
| 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 |



PACIFIC LIFE

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

READ YOUR CONTRACT CAREFULLY

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

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

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

BENEFITS AND VALUES PROVIDED UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO A DOLLAR AMOUNT. THE DETAILS OF THE VARIABLE PROVISIONS ARE FOUND IN THE "VARIABLE INVESTMENT OPTIONS" WHICH BEGIN ON PAGE 10.

There is a Withdrawal Charge applicable to your Contract. Please review the WITHDRAWAL CHARGES table on your Contract Specifications page 3B and the "Withdrawal Charges" provision of the CHARGES, FEES AND DEDUCTIONS Section pages 13 and 14 carefully.

[Right to Cancel – You may return this Contract within ten (10) days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. No withdrawal charge will be imposed, and we will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any fees or charges for premium taxes and/or other taxes that were deducted from the Contract Value.]

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

PACIFIC LIFE INSURANCE COMPANY

[Chairman and Chief Executive Officer

Secretary]

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Withdrawal Charges Waived in Specific Instances
Annuities Payable in Fixed and/or Variable Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating

TABLE OF CONTENTS

| PAGE | PAGE | | |
|---|------|---|----|
| CONTRACT SPECIFICATIONS | 3 | WITHDRAWAL PROVISIONS | |
| DEFINITION OF TERMS | 4 | Withdrawals | 17 |
| GENERAL PROVISIONS | 7 | Minimum Withdrawal Amount | 17 |
| PURCHASE PAYMENTS | | Amount Available for Withdrawal..... | 17 |
| Initial Purchase Payment | 9 | Full Withdrawal | 17 |
| Additional Purchase Payments..... | 9 | DEATH BENEFIT TERMS AND PROVISIONS | |
| Purchase Payment Allocation..... | 9 | Definition of Terms..... | 18 |
| Allocations During the Right to Cancel | | Death Benefit | 18 |
| Period..... | 9 | Standard Death Benefit Amount..... | 18 |
| Minimum Investment Option Value..... | 9 | Death of Owner..... | 19 |
| VARIABLE INVESTMENT OPTIONS | | Death of Annuitant | 19 |
| Variable Investment Options..... | 10 | Death of Owner Distribution Rules | 19 |
| Separate Account | 10 | BENEFICIARY PROVISIONS | |
| CONTRACT VALUES | | Designation of Beneficiary | 21 |
| Contract Value | 11 | Adding or Changing Your Beneficiary..... | 21 |
| Variable Account Value | 11 | ANNUITY PROVISIONS | |
| Subaccount Value..... | 11 | Choice of Annuity Date | 22 |
| Subaccount Unit Value | 11 | Default Annuity Option | 22 |
| Net Investment Factor..... | 12 | Application of Contract Value | 22 |
| Loan Account Value..... | 12 | Your Selections..... | 23 |
| CHARGES, FEES AND DEDUCTIONS | | Fixed and Variable Annuities | 23 |
| Administrative Fee | 13 | Amount of Payments | 23 |
| Mortality and Expense Risk Charge | | Fixed Annuity Payments | 23 |
| ("Risk Charge") | 13 | Conversion to Current Rates | 23 |
| Annual Fee..... | 13 | Variable Annuity Payments – Subaccount | |
| Premium Taxes..... | 13 | Annuity Units..... | 24 |
| Other Taxes | 13 | Subsequent Variable Payments | 24 |
| Withdrawal Charge | 13 | Annuity Unit Value | 24 |
| Amount of Withdrawal Charge..... | 14 | Periodic Payments..... | 24 |
| Free Withdrawals..... | 14 | ANNUITY OPTIONS | |
| Earnings..... | 14 | Option 1: Life Only | 25 |
| TRANSFER PROVISIONS | | Option 2: Life with Period Certain | 25 |
| Transfers..... | 15 | Option 3: Joint and Survivor Life..... | 25 |
| Transfer Limitations and Restrictions | 15 | Option 4: Period Certain Only..... | 26 |
| | | ANNUITY OPTION TABLES | |
| | | Applicability of Rates | 27 |
| | | Basis of Computations..... | 27 |
| | | Rates Not Shown..... | 27 |
| | | Annuity Tables | 28 |

DEFINITION OF TERMS

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

Add-In Amount – The amount added by us, if applicable, to the Contract Value on the Notice Date to set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit.

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

Annuitant – The person you name on whose life annuity payments may be determined. An Annuitant's life may also be used to determine death benefits, in the case of a Non-Natural Owner, and to determine the Annuity Date. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must not be older than the Maximum Owner(s) and/or Annuitant(s) Age as shown in the Contract Specifications as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant. You may add a Joint Annuitant only on the Annuity Date. If the sole surviving Annuitant predeceases the Owner, the youngest Owner becomes the default Annuitant.

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

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

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

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

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

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

Contingent Annuitant – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must not be older than the Maximum Owner(s) and/or Annuitant(s) Age as shown in the Contract Specifications as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must not be older than the Maximum Owner(s) and/or Annuitant(s) Age as shown in the Contract Specifications at the time of such change or addition. If the Contract is owned by a Non-Natural Owner or if the Contract has a Joint Annuitant, you may not designate a Contingent Annuitant.

Contingent Beneficiary – A person, if any, you select to become the Beneficiary if the Beneficiary predeceases the Owner (or Annuitant, in the case of a Non-Natural Owner).

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

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

Contract Debt – As of the end of any Business Day, the principal amount you have outstanding on any loan under this Contract, plus any accrued and unpaid interest.

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

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

Investment Option – A Variable Account offered under the Contract.

Loan Account – The account in which the amount equal to the principal amount of a loan and any interest accrued is held to secure any Contract Debt.

Loan Account Value – The amount, including any interest accrued, held in the Loan Account to secure any Contract Debt.

Net Contract Value – The Contract Value less any Contract Debt.

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

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

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

Owner – The person(s) who has (have) all rights under this Contract. Except in the case of a Non-Natural Owner, the Owner's life will be used to determine death benefits. If the Contract names two Owners, Owner means both Owners ("Joint Owners"). Any named Owner must not be older than the Maximum Owner(s) and/or Annuitant(s) Age as shown in the Contract Specifications as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must not be older than the Maximum Owner(s) and/or Annuitant(s) Age as shown in the Contract Specifications at the time of such change or addition.

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

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

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

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

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

SEC – Securities and Exchange Commission.

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

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

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

Subaccount Annuity Unit (“Annuity Units”) – Annuity Units are used to measure variation in variable annuity payments. The amount of each variable annuity payment (after the first payment) will vary with the value and number of the Annuity Units in each Subaccount.

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

Unit Value – The value of a Subaccount Unit (“Subaccount Unit Value”) or Subaccount Annuity Unit (“Subaccount Annuity Unit Value”). The Unit Value of any Subaccount is subject to change on any Business Day. The fluctuations in value reflect investment results and daily deductions for the mortality and expense risk charge and administrative fee. Changes in Subaccount Annuity Unit Values also reflect an additional adjustment factor that corrects for an assumed investment return. The Unit Value of a Subaccount Unit and of a Subaccount Annuity Unit are determined each Business Day.

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

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

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

GENERAL PROVISIONS

Report to Owner(s) – At least once per year prior to the Annuity Date, we will provide you with a report that will show the beginning and ending dates of the current report period, the Contract Value at the beginning and end of the report period, the transactions (i.e., Purchase Payments received, transfers, withdrawals, loan repayments if applicable, additional amounts credited and/or charges and/or fees incurred since the last report), the full withdrawal value and the amount of any outstanding loans at the end of the report period, and any other information that may be required. The report shall provide current information as of a date not more than four months prior to the date of mailing. After the Annuity Date, we will provide you with any information that may be required. Additional status reports are available upon request at no charge.

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

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

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

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

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

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

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

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

Ownership – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise

these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law. If your Contract is Non-Qualified, you may change Contract ownership at any time prior to your Annuity Date. This may result in a change to your death benefit or other benefits under the Contract. Any change in Owner will be effective on the date such change is signed, unless otherwise specified by the Owner, subject to any payments made or actions taken by us prior to our receipt of the notice.

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

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

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

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

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

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

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

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex of the Annuitant is incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started and we have made overpayments, we will deduct the amount of the overpayment, with interest at 1.50% per year, from any payments due then or later. If we have made underpayments, we will add the amount, with interest at 1.50% per year, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

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

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

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

PURCHASE PAYMENTS

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

Additional Purchase Payments – You may make additional Purchase Payments at any time before the Annuity Date, while the Owner or Annuitant is living and this Contract is in force. The minimum additional Purchase Payment amounts are shown in the Contract Specifications. A single Purchase Payment or the aggregate of all Purchase Payments may not exceed the Maximum Purchase Payment Amount Without Home Office Approval as shown in the Contract Specifications.

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

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

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

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

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

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

VARIABLE INVESTMENT OPTIONS

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

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

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

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

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

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

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

CONTRACT VALUES

Contract Value – The Contract Value on any Business Day is the sum of:

- the Variable Account Value; plus
- the Loan Account Value.

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

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

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

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

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

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

- transfers from that Subaccount, including transfers to the Loan Account;
- withdrawals, including any applicable withdrawal charges;
- amounts applied to provide for annuity payments;
- Annual Fees;
- annual charges for expenses relating to optional benefit riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

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

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

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

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

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

(A) equals:

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

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

(C) is a factor that we assess against the Subaccount's net assets for each calendar day in the valuation period for the Mortality and Expense Risk Charge plus the Administrative Fee.

Loan Account Value – For Qualified Contracts that permit loans, the Loan Account Value as of the end of any Business Day is the Loan Account Value on the prior Business Day, increased by any:

- interest; plus
- Contract Value loaned on that day;

and decreased by any:

- loan principal repaid; plus
- earned interest transferred from the Loan Account on that day.

CHARGES, FEES AND DEDUCTIONS

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

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

Annual Fee – We charge an annual fee against the Contract Value on each Contract Anniversary prior to the Annuity Date, and at the time you withdraw the entire Net Contract Value. The annual fee is shown in the Contract Specifications. This fee is guaranteed not to increase. The annual fee is waived if, on any Contract Anniversary prior to the Annuity Date, or at the time you make a full withdrawal, the Net Contract Value is equal to or greater than the amount shown in the Contract Specifications.

We will not impose the annual fee on amounts applied to provide an annuity or on payment of the death benefit proceeds.

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

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

Withdrawal Charge – Withdrawals from the Contract Value are subject to a withdrawal charge which is shown in the Contract Specifications. This charge may apply to amounts withdrawn under the Contract prior to the Annuity Date, depending on which Contract Year the withdrawal is made in.

We will not apply the withdrawal charge on:

- distributions resulting from the death of the first Owner, except as provided under the **Death of Owner** provision for certain Non-Natural Owners;
- after the first Contract Year, if the Contract Value is applied to provide an annuity option from us;
- withdrawals after 90 days from the Contract Date if the Owner, or Annuitant in the case of a Non-Natural Owner, has been confined to an accredited nursing home for 30 days or longer, and was not confined to the nursing home on the Contract Date. The confinement period for which you seek the waiver must begin after the Contract Date;
- withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under the Contract;
- withdrawals after the first Contract Anniversary, if the Owner, or Annuitant in the case of a Non-Natural Owner, has been diagnosed on or after the Contract Date as having a medically determinable condition that results in a life expectancy of twelve (12) months or less and we are provided with medical evidence satisfactory to us; or
- withdrawals as defined under the “Free Withdrawals” section below.

The request to waive the Withdrawal Charge must be in writing and include applicable medical evidence satisfactory to us. If the request to waive the Withdrawal Charge is denied by us, the withdrawal request shall not be processed until the Owner is notified of the denial and provided with the opportunity to accept or reject the withdrawal request, including any withdrawal charges.

Amount of Withdrawal Charge – The amount of a withdrawal charge depends on how long the Purchase Payments are held under this Contract. Each Purchase Payment you make is considered to have a certain “age,” depending on the length of time since that Purchase Payment was effective.

A Purchase Payment is “age one” from the day it was effective until the next Contract Anniversary and increases in “age” on that and each succeeding Contract Anniversary. When you withdraw an amount, the “age” of any Purchase Payment you withdraw determines the level of withdrawal charge as shown in the Contract Specifications.

For purposes of calculating the withdrawal charge, we assume that amounts withdrawn will be applied to Purchase Payments first and in the order the Purchase Payments were received. The withdrawal charge will be deducted proportionately from each Investment Option selected for withdrawal.

Free Withdrawals – During a Contract Year, you may withdraw free of withdrawal charges amounts up to the sum of your earnings plus your “Eligible Purchase Payments”. Eligible Purchase Payments include 10% of all remaining Purchase Payments at the beginning of a Contract Year that have an “age” of less than the Free Withdrawal Contract Year Age as shown in the Contract Specifications, plus 10% of any Purchase Payments received by us during that Contract Year, plus 100% of all remaining Purchase Payments that have an “age” greater than or equal to the Free Withdrawal Contract Year Age as shown in the Contract Specifications.

Any portion of your Eligible Purchase Payments not withdrawn during a Contract Year may not be carried over to the next Contract Year.

Earnings – For the purposes of calculating the withdrawal charge as of the end of any Business Day, earnings equal the Contract Value less the aggregate Purchase Payments that are reduced by withdrawals of prior Purchase Payments.

TRANSFER PROVISIONS

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

Your transfer request must specify:

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

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

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

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

- (e) We further reserve the right to restrict transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions include:
 - (i) not accepting transfer instructions from an individual or entity acting on behalf of more than one Contract Owner; and
 - (ii) not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.
- (f) We further reserve the right to modify the limits described in subparagraphs (a) through (e) above or to impose, with 30 days advance written notice, other limitations and restrictions on transfers or exchanges that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners or to comply with any applicable federal laws, or any other applicable rules and regulations.

WITHDRAWAL PROVISIONS

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

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

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

Minimum Withdrawal Amount – The minimum amounts that may be withdrawn from your Contract are shown in the Contract Specifications. If the withdrawal reduces the Account Value in any Investment Option to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If the withdrawal reduces the Net Contract Value to an amount less than or equal to the Minimum Contract Value to Avoid Contract Termination as shown in the Contract Specifications, we may terminate this Contract and pay you the withdrawal proceeds (see **Full Withdrawal** provision). We will not terminate the Contract if you own an optional Guaranteed Minimum Withdrawal Benefit (GMWB) rider and a withdrawal reduces the Contract Value to an amount less than or equal to the Minimum Contract Value to Avoid Contract Termination as shown in the Contract Specifications. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

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

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

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

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

DEATH BENEFIT TERMS AND PROVISIONS

DEFINITION OF TERMS

Total Adjusted Purchase Payments - The sum of all Purchase Payments made to the Contract, reduced by a Pro Rata Reduction for each prior withdrawal. This amount may be adjusted if there is a change of Owner.

Pro Rata Reduction – The reduction percentage that is calculated at the time of a withdrawal by dividing the amount of each withdrawal (including any applicable withdrawal charges) by the Contract Value immediately prior to the withdrawal.

PROVISIONS

Death Benefit – A death benefit will be payable if any Owner dies, or any Annuitant dies in the case of a Non-Natural Owner, before the Annuity Date and while this Contract is in force.

The proceeds of any death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the "Notice Date"). Such proceeds will equal the Death Benefit Amount reduced by any:

- Contract Debt;
- charges for premium taxes and/or other taxes, if proceeds are used to purchase an Annuity Option from us.

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

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

Standard Death Benefit Amount – The Standard Death Benefit Amount as of any Business Day prior to the Annuity Date is equal to the greater of:

- (a) the Contract Value as of that day; or
- (b) Total Adjusted Purchase Payments.

Change of Owner - If there is a change of Owner:

- (i) to someone other than the Owner's spouse; or
- (ii) to a Trust or Non-Natural Entity where the Owner and Annuitant are not the same person prior to the change; or
- (iii) if an Owner is added that is not a spouse of the Owner,

the Total Adjusted Purchase Payments on the effective date of the change of Owner (the "Change Date") will be reset to equal the lesser of:

- (a) the Contract Value as of the Change Date; or
- (b) Total Adjusted Purchase Payments as of the Change Date.

Additionally, after the Change Date the Total Adjusted Purchase Payments:

- will be increased by any Purchase Payments made after the Change Date; and
- will be reduced by any Pro Rata Reduction for withdrawals made after the Change Date.

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

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

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

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

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, either Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

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

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

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

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

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

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

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

On the Notice Date, if the surviving spouse is deemed to have continued the Contract, we will set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit. The amount that the Death Benefit Amount exceeds the Contract Value will be added to the Contract Value in the form of the Add-In Amount on the

Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the current allocation instructions for the Contract and will be considered earnings. There will not be an adjustment to the Contract Value if the Contract Value is equal to the death benefit proceeds as of the Notice Date.

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

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

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

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

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 403, 408, 408A, or 457 of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

BENEFICIARY PROVISIONS

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

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

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

ANNUITY PROVISIONS

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

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

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

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

If you have not specified an Annuity Option or do not instruct us otherwise, at your Annuity Date your Net Contract Value, less charges for premium taxes and/or other taxes, will be converted (if this amount is no less than the Minimum Annuitization Amount as shown in the Contract Specifications) to a fixed annuity payout option on the Annuity Date.

Additionally:

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

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

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

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

Your Selections – Prior to the Annuity Date, you may make three selections about the annuity payments. First, you may choose whether you want those payments to be a fixed-dollar amount or a variable-dollar amount, or both. Second, you may choose the form of annuity payments (Annuity Option). Third, you may choose to have annuity payments made monthly, quarterly, semiannually, or annually.

The first annuity payment will be sent on the day following the Annuity Date and must be no less than the Minimum Annuity Payment shown in the Contract Specifications. We may reduce the payment frequency if the first annuity payment is less than the Minimum Annuity Payment shown in the Contract Specifications. If you elect annuity payments for a Period Certain Only, we also reserve the right to reduce the Period Certain to meet the first payment Minimum Annuity Payment as shown in the Contract Specifications.

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

Fixed and Variable Annuities – You may choose a fixed annuity (with fixed-dollar payments), a variable annuity (with variable-dollar payments), or you may choose a combination of both. If you select a variable annuity, you may choose any Subaccounts for the annuity. If you select a variable annuity, on the Annuity Date, we will convert that portion of the Net Contract Value as it is currently allocated among the Subaccount(s). We will apply the net amount you convert to a fixed annuity and/or a variable annuity (and in this instance, to each Subaccount), based on the relative Account Value in each Investment Option on the Annuity Date. Any net amount you convert to a fixed annuity will be held in our General Account.

Each periodic payment under the fixed annuity will be equal to the amount of the first fixed annuity payment (unless you elect a joint and survivor life annuity with reduced survivor payments). The amount of each variable annuity periodic payment will vary with the investment results of the Subaccount(s) you select. After the Annuity Date, you may exchange the Annuity Units in any Subaccount(s) for Annuity Units in any other Subaccount(s) up to four (4) times in any twelve (12) month period. We reserve the right to limit the Subaccounts available, to change the number and frequency of exchanges and to change the number of Subaccounts you may choose.

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

Fixed Annuity Payments – The minimum guaranteed income purchased per \$1,000 of the net amount applied to a fixed annuity is based on an annual interest rate of 1.00% and the Annuity 2000 Mortality Table with the ages set back ten (10) years.

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

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

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

Variable Annuity Payments – Subaccount Annuity Units – For each Subaccount, we divide the amount of the initial variable annuity payment from each Subaccount by the Annuity Unit Value for that Subaccount (the “Annuity Unit Value”) on the Annuity Date, to obtain the number of Annuity Units for that Subaccount. The number of Annuity Units in each Subaccount will not change unless exchanges of Annuity Units are made (or if the Joint and Survivor Annuity Option is elected and the Primary Annuitant dies first), but the Annuity Unit Value of those Annuity Units will vary.

If variable annuity payments are selected by you, we will continue to assess fees and charges applicable to your contract including the Mortality and Expense Risk charge and the Administrative Fee as described in the Contract Specifications.

Subsequent Variable Payments – The amount of each subsequent variable annuity payment will be the sum of the amounts payable based on the Annuity Units in each Subaccount. To determine the amount payable for each Subaccount, we multiply the number of Annuity Units in that Subaccount by their Annuity Unit Value on the day in each payment period that corresponds to the Annuity Date.

The smallest gross annual rate of return needed for the dollar amount of the variable annuity payments to not decrease is equal to the sum of the assumed interest rate (AIR) of 4.00% and all product fees and charges. The fees and charges would include the Mortality and Expense Risk charge and the Administrative Fee as shown in the Contract Specifications, as well as the fund level expenses.

Annuity Unit Value – The initial Annuity Unit Value for each Subaccount was arbitrarily set at \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Annuity Unit Value for each Subaccount is equal to $(A \times B) \times C$, where:

- A - is the Subaccount’s Annuity Unit Value for that Subaccount as of the end of the prior Business Day;
- B - is the Net Investment Factor for that Subaccount for that valuation period; and
- C - is an interest factor to offset the effect of the assumed investment return which is built into the Annuity Option Tables.

We generally calculate the Annuity Unit Value of each Subaccount on each day the New York Stock Exchange is open, provided our administrative offices are also open that day.

We guarantee that the amount of each subsequent annuity payment will not be affected by variations in our expenses or in mortality experience.

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

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

ANNUITY OPTIONS

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

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

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

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

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

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

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed payments at the assumed investment return. Any applicable withdrawal charge will be deducted from the present value as if you terminated the Contract. For purposes of calculating the withdrawal charge, annuity payments made prior to the redemption will be treated as withdrawals.

Option 3: Joint and Survivor Life – Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant. If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66-2/3% of the original fixed payment payable during the lifetime of the Primary Annuitant. Variable annuity payments will be determined using 50% or 66-2/3%, as applicable, of the number of Annuity Units for each Subaccount credited to the Contract. Payments stop when both Annuitants have died.

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

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

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

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

Additionally, if variable payments are elected under this option, you may redeem all remaining guaranteed payments after the Annuity Date. The amount available upon such redemption would be the present value of any remaining guaranteed payments at the assumed investment return. Any applicable withdrawal charge will be deducted from the present value as if you terminated the Contract. For purposes of calculating the withdrawal charge, annuity payments made prior to the redemption will be treated as withdrawals.

ANNUITY OPTION TABLES

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

The tables also illustrate the minimum rates for the first monthly variable annuity payment per \$1,000 of the net amount applied to the variable annuity payment option. Subsequent payments may be higher or lower than the first payment, based on the investment performance of the Subaccount(s) you elect and whether you exchange Subaccount Annuity Units.

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

Basis of Computations – The actuarial basis for the fixed Annuity Option Tables is the Annuity 2000 Mortality Table with the ages set back ten (10) years with an annual interest rate of 1.00%. The rates for variable annuity payments are based on an assumed investment return of 4.00% per year and the Annuity 2000 Mortality Table with the ages set back ten (10) years.

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

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

ANNUITY TABLES
OPTIONS 1 AND 2 -
LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS
Fixed Annuity Rates

| Age | Male at 1.00% | | | Female at 1.00% | | | Unisex at 1.00% | | |
|-----|---------------|-------------------------------------|--------|-----------------|-------------------------------------|--------|-----------------|-------------------------------------|--------|
| | Life Only | Life with Guaranteed Period Certain | | Life Only | Life with Guaranteed Period Certain | | Life Only | Life with Guaranteed Period Certain | |
| | | 10 Yr. | 20 Yr. | | 10 Yr. | 20 Yr. | | 10 Yr. | 20 Yr. |
| 30 | 1.82 | 1.82 | 1.82 | 1.74 | 1.74 | 1.74 | 1.78 | 1.78 | 1.78 |
| 35 | 1.93 | 1.93 | 1.93 | 1.84 | 1.84 | 1.84 | 1.89 | 1.89 | 1.88 |
| 40 | 2.07 | 2.07 | 2.06 | 1.96 | 1.96 | 1.95 | 2.01 | 2.01 | 2.01 |
| 45 | 2.23 | 2.23 | 2.22 | 2.10 | 2.10 | 2.09 | 2.17 | 2.16 | 2.16 |
| 50 | 2.43 | 2.42 | 2.40 | 2.27 | 2.27 | 2.26 | 2.35 | 2.35 | 2.33 |
| 55 | 2.68 | 2.67 | 2.63 | 2.48 | 2.48 | 2.46 | 2.58 | 2.57 | 2.54 |
| 60 | 2.98 | 2.97 | 2.89 | 2.75 | 2.74 | 2.70 | 2.87 | 2.85 | 2.80 |
| 65 | 3.37 | 3.34 | 3.20 | 3.08 | 3.06 | 2.99 | 3.23 | 3.20 | 3.10 |
| 70 | 3.89 | 3.82 | 3.55 | 3.52 | 3.49 | 3.34 | 3.70 | 3.65 | 3.45 |
| 75 | 4.58 | 4.43 | 3.90 | 4.11 | 4.03 | 3.72 | 4.34 | 4.23 | 3.82 |
| 80 | 5.54 | 5.20 | 4.21 | 4.93 | 4.75 | 4.09 | 5.23 | 4.98 | 4.16 |
| 85 | 6.87 | 6.08 | 4.43 | 6.12 | 5.66 | 4.37 | 6.49 | 5.87 | 4.40 |
| 90 | 8.72 | 6.99 | 4.54 | 7.88 | 6.70 | 4.52 | 8.29 | 6.85 | 4.53 |
| 95 | 11.30 | 7.77 | 4.58 | 10.50 | 7.63 | 4.58 | 10.89 | 7.70 | 4.58 |

Variable Annuity Rates

| Age | Male at 4.00% | | | Female at 4.00% | | | Unisex at 4.00% | | |
|-----|---------------|-------------------------------------|--------|-----------------|-------------------------------------|--------|-----------------|-------------------------------------|--------|
| | Life Only | Life with Guaranteed Period Certain | | Life Only | Life with Guaranteed Period Certain | | Life Only | Life with Guaranteed Period Certain | |
| | | 10 Yr. | 20 Yr. | | 10 Yr. | 20 Yr. | | 10 Yr. | 20 Yr. |
| 30 | 3.65 | 3.64 | 3.64 | 3.58 | 3.58 | 3.57 | 3.61 | 3.61 | 3.60 |
| 35 | 3.73 | 3.73 | 3.72 | 3.65 | 3.65 | 3.64 | 3.69 | 3.69 | 3.68 |
| 40 | 3.84 | 3.83 | 3.82 | 3.74 | 3.73 | 3.73 | 3.79 | 3.78 | 3.77 |
| 45 | 3.97 | 3.97 | 3.94 | 3.85 | 3.84 | 3.83 | 3.91 | 3.91 | 3.89 |
| 50 | 4.15 | 4.14 | 4.10 | 3.99 | 3.99 | 3.97 | 4.07 | 4.06 | 4.04 |
| 55 | 4.38 | 4.36 | 4.29 | 4.18 | 4.17 | 4.13 | 4.28 | 4.27 | 4.22 |
| 60 | 4.67 | 4.64 | 4.52 | 4.42 | 4.40 | 4.34 | 4.55 | 4.52 | 4.44 |
| 65 | 5.05 | 4.99 | 4.80 | 4.74 | 4.70 | 4.60 | 4.90 | 4.85 | 4.70 |
| 70 | 5.56 | 5.44 | 5.10 | 5.16 | 5.10 | 4.90 | 5.36 | 5.28 | 5.00 |
| 75 | 6.27 | 6.04 | 5.41 | 5.75 | 5.63 | 5.24 | 6.01 | 5.83 | 5.33 |
| 80 | 7.25 | 6.77 | 5.67 | 6.57 | 6.32 | 5.57 | 6.91 | 6.54 | 5.62 |
| 85 | 8.61 | 7.60 | 5.86 | 7.79 | 7.19 | 5.81 | 8.20 | 7.40 | 5.83 |
| 90 | 10.52 | 8.44 | 5.96 | 9.60 | 8.16 | 5.94 | 10.05 | 8.30 | 5.95 |
| 95 | 13.16 | 9.16 | 5.99 | 12.30 | 9.03 | 5.99 | 12.73 | 9.09 | 5.99 |

OPTION 3 - JOINT AND 50% SURVIVOR LIFE

Primary Annuitant

Male Age

| | | 60 | | 65 | | 70 | | 75 | | 80 | | 85 | |
|---------------|-----------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|
| | | <u>1.00%</u> | <u>4.00%</u> |
| | | <u>Fixed</u> | <u>Variable</u> |
| Female | 60 | 2.70 | 4.38 | 2.91 | 4.58 | 3.13 | 4.82 | 3.37 | 5.11 | 3.63 | 5.44 | 3.90 | 5.80 |
| | 65 | 2.78 | 4.44 | 3.02 | 4.67 | 3.28 | 4.94 | 3.57 | 5.27 | 3.88 | 5.63 | 4.20 | 6.04 |
| | 70 | 2.84 | 4.50 | 3.12 | 4.76 | 3.43 | 5.07 | 3.78 | 5.44 | 4.16 | 5.86 | 4.56 | 6.33 |
| | 75 | 2.89 | 4.55 | 3.20 | 4.84 | 3.57 | 5.19 | 3.99 | 5.62 | 4.46 | 6.12 | 4.95 | 6.67 |
| | 80 | 2.93 | 4.59 | 3.27 | 4.91 | 3.68 | 5.30 | 4.17 | 5.79 | 4.74 | 6.38 | 5.37 | 7.05 |
| | 85 | 2.95 | 4.62 | 3.31 | 4.96 | 3.76 | 5.39 | 4.32 | 5.94 | 5.00 | 6.63 | 5.79 | 7.44 |

Primary Annuitant

Unisex Age

| | | 60 | | 65 | | 70 | | 75 | | 80 | | 85 | |
|---------------|-----------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|
| | | <u>1.00%</u> | <u>4.00%</u> |
| | | <u>Fixed</u> | <u>Variable</u> |
| Unisex | 60 | 2.66 | 4.33 | 2.87 | 4.53 | 3.11 | 4.78 | 3.36 | 5.06 | 3.64 | 5.40 | 3.93 | 5.79 |
| | 65 | 2.72 | 4.38 | 2.97 | 4.61 | 3.24 | 4.89 | 3.55 | 5.21 | 3.88 | 5.59 | 4.23 | 6.03 |
| | 70 | 2.77 | 4.42 | 3.05 | 4.68 | 3.37 | 4.99 | 3.73 | 5.37 | 4.14 | 5.81 | 4.57 | 6.31 |
| | 75 | 2.80 | 4.46 | 3.11 | 4.75 | 3.47 | 5.09 | 3.90 | 5.52 | 4.40 | 6.03 | 4.94 | 6.63 |
| | 80 | 2.83 | 4.49 | 3.15 | 4.79 | 3.56 | 5.18 | 4.05 | 5.66 | 4.64 | 6.25 | 5.32 | 6.96 |
| | 85 | 2.84 | 4.51 | 3.18 | 4.83 | 3.61 | 5.24 | 4.16 | 5.78 | 4.84 | 6.45 | 5.66 | 7.29 |

Joint and 66 2/3% Survivor Life

Primary Annuitant

Male Age

| | | 60 | | 65 | | 70 | | 75 | | 80 | | 85 | |
|---------------|-----------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|
| | | <u>1.00%</u> | <u>4.00%</u> |
| | | <u>Fixed</u> | <u>Variable</u> |
| Female | 60 | 2.62 | 4.29 | 2.78 | 4.44 | 2.94 | 4.62 | 3.10 | 4.81 | 3.26 | 5.02 | 3.40 | 5.23 |
| | 65 | 2.72 | 4.37 | 2.92 | 4.56 | 3.12 | 4.77 | 3.33 | 5.00 | 3.53 | 5.24 | 3.72 | 5.50 |
| | 70 | 2.80 | 4.45 | 3.04 | 4.67 | 3.31 | 4.93 | 3.58 | 5.21 | 3.84 | 5.51 | 4.10 | 5.82 |
| | 75 | 2.86 | 4.51 | 3.15 | 4.77 | 3.47 | 5.08 | 3.82 | 5.43 | 4.18 | 5.81 | 4.53 | 6.20 |
| | 80 | 2.91 | 4.56 | 3.23 | 4.86 | 3.61 | 5.22 | 4.05 | 5.65 | 4.53 | 6.13 | 5.01 | 6.65 |
| | 85 | 2.94 | 4.60 | 3.29 | 4.93 | 3.72 | 5.34 | 4.24 | 5.84 | 4.85 | 6.45 | 5.50 | 7.12 |

Joint and 100% Survivor Life

Primary Annuitant

Male Age

| | | 60 | | 65 | | 70 | | 75 | | 80 | | 85 | |
|-------------------|-----------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|
| | | <u>1.00%</u> | <u>4.00%</u> |
| | | <u>Fixed</u> | <u>Variable</u> |
| Female Age | 60 | 2.47 | 4.11 | 2.55 | 4.19 | 2.62 | 4.26 | 2.67 | 4.31 | 2.70 | 4.35 | 2.72 | 4.37 |
| | 65 | 2.60 | 4.23 | 2.73 | 4.35 | 2.85 | 4.45 | 2.93 | 4.54 | 2.99 | 4.61 | 3.03 | 4.65 |
| | 70 | 2.71 | 4.34 | 2.90 | 4.50 | 3.08 | 4.66 | 3.22 | 4.80 | 3.33 | 4.92 | 3.41 | 5.01 |
| | 75 | 2.81 | 4.43 | 3.05 | 4.65 | 3.30 | 4.87 | 3.53 | 5.09 | 3.73 | 5.29 | 3.87 | 5.44 |
| | 80 | 2.87 | 4.51 | 3.16 | 4.77 | 3.49 | 5.07 | 3.83 | 5.38 | 4.15 | 5.69 | 4.41 | 5.96 |
| | 85 | 2.92 | 4.57 | 3.25 | 4.87 | 3.64 | 5.23 | 4.09 | 5.65 | 4.56 | 6.11 | 5.01 | 6.55 |

OPTION 4 - PERIOD CERTAIN ONLY

Monthly Income

| <u>Years</u> | <u>1.00% Fixed</u> | <u>4.00% Variable</u> |
|--------------|--------------------|-----------------------|
| 10 | 8.75 | 10.06 |
| 11 | 7.99 | 9.31 |
| 12 | 7.36 | 8.69 |
| 13 | 6.83 | 8.17 |
| 14 | 6.37 | 7.72 |
| 15 | 5.98 | 7.34 |
| 16 | 5.63 | 7.00 |
| 17 | 5.33 | 6.71 |
| 18 | 5.05 | 6.44 |
| 19 | 4.81 | 6.21 |
| 20 | 4.59 | 6.00 |
| 21 | 4.40 | 5.81 |
| 22 | 4.22 | 5.64 |
| 23 | 4.05 | 5.49 |
| 24 | 3.90 | 5.35 |
| 25 | 3.76 | 5.22 |
| 26 | 3.64 | 5.10 |
| 27 | 3.52 | 5.00 |
| 28 | 3.41 | 4.90 |
| 29 | 3.31 | 4.80 |
| 30 | 3.21 | 4.72 |



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

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

Investment Experience Reflected in Benefits
Variable Accumulation Before Annuity Date
Withdrawal Charges Waived in Specific Instances
Annuities Payable in Fixed and/or Variable Dollar Amounts
Death Benefit Proceeds Payable Before Annuity Date
Non-Participating

CONTRACT SPECIFICATIONS

Contract Data

| | |
|--|---|
| Contract Number: | [VA99999999] |
| Contract Date: | [01-01-2011] |
| Contract Type: | [Non-Qualified] |
| Initial Purchase Payment: | [\$100,000] |
| Owner(s): | [John Doe] [Jane Doe] |
| Owner's Age: | [35] [35] |
| Annuitant(s): | [John Doe] [Jane Doe] |
| Annuitant's Age: | [35] [35] |
| Annuitant's Sex: | [Male] [Female] |
| Annuity Date: | [01-01-2055] |
| Minimum Purchase Payment Amount for Non-Qualified Contracts: | [\$10,000] |
| Minimum Additional Purchase Amount for Non-Qualified Contracts: | [\$250] |
| Minimum Purchase Payment Amount for Qualified Contracts: | [\$2,000] |
| Minimum Additional Purchase Amount for Qualified Contracts: | [\$50] |
| Maximum Purchase Payment Amount Without Home Office Approval: | [\$1,000,000] |
| Minimum Contract Value to Avoid Contract Termination: | [\$1,000] |
| Maximum Owner(s) and/or Annuitant(s) Age: | [85] |
| Minimum Annuitization Amount: | [\$10,000] |
| Minimum Annuity Payment: | [\$250] |
| Minimum Withdrawal Amounts: | <ul style="list-style-type: none"> • [\$500] for each unscheduled Withdrawal • [\$250] for each systematic Withdrawal • [\$100] for each systematic Withdrawal paid by electronic funds transfer (EFT) |

CONTRACT SPECIFICATIONS (continued)

Fees & Charges

| | |
|---|------------|
| Mortality & Expense Risk Charge: | 1.25% |
| Administrative Fee: | 0.25% |
| Annual Fee: | [\$50.00*] |

*Waived if the Net Contract Value is equal to or greater than [\$50,000] on the day the fee is assessed.

Withdrawal Charges (Contingent Deferred Sales Charges)

| Age of Purchase Payment in Contract Years | Withdrawal Charge Percent |
|--|------------------------------|
| 1 | 7% |
| 2 | 6% |
| 3 | 4% |
| 4 and Later | 0% |

Free Withdrawal Contract Year Age: 4

[Optional Riders

| <u>Name</u> | <u>Current Annual Charge %</u> | <u>Maximum Annual Charge %</u> |
|--|------------------------------------|------------------------------------|
| [Stepped-Up Death Benefit II Rider | 0.20%] | 0.20% |
| [Guaranteed Withdrawal Benefit XII Rider – Single Life | 0.40%] | 1.00% |
| [Guaranteed Withdrawal Benefit XII Rider – Joint Life | 0.60%] | 1.50% |
| [Guaranteed Withdrawal Benefit X Rider – Single Life | 0.80%] | 2.00% |
| [Guaranteed Withdrawal Benefit X Rider – Joint Life | 1.00%] | 2.50% |
| [Guaranteed Withdrawal Benefit XIII Rider | 1.10%] | 2.75% |
| [Guaranteed Minimum Accumulation Benefit Rider | 1.30%] | 2.25% |

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

[DCA Plus Fixed Option Guarantee Terms and Rates

[6 Mos. 4.00%*]
[12 Mos. 3.00%*]

*Minimum Guaranteed Interest Rate is [1.00%] per year.]

CONTRACT SPECIFICATIONS (continued)

Investment Options

| | |
|---|--|
| [Bond Debenture Portfolio VC | [Asset Allocation Portfolio |
| Cash Management | Global Allocation V.I. Fund |
| Comstock | VIP FundsManager® 60% |
| Currency Strategies | Dividend & Income Allocation |
| Diversified Bond | VIP Founding Funds |
| Dividend Growth | Total Return Fund |
| Emerging Markets | V.I. Balanced-Risk Allocation Fund |
| Emerging Markets Debt | Aspen Balanced |
| Equity Index | Total Return Series |
| Floating Rate Loan | Global Multi-Asset Portfolio |
| Focused 30 | Pacific Dynamix Conservative-Growth |
| Global Absolute Return | Pacific Dynamix Moderate-Growth |
| Global Bond Securities Fund | Pacific Dynamix Growth |
| Global Discovery Securities Fund | Portfolio Optimization Conservative |
| Growth | Portfolio Optimization Moderate-Conservative |
| Growth LT | Portfolio Optimization Moderate |
| Growth-Income | Portfolio Optimization Growth |
| Health Sciences | Portfolio Optimization Aggressive-Growth |
| High Yield Bond | VPS Balanced Wealth Strategy] |
| Inflation Managed | |
| Inflation Protected | |
| International Large-Cap | |
| International Small-Cap | |
| International Value | |
| Large-Cap Growth | |
| Large-Cap Value | |
| Long/Short Large Cap | |
| Main Street® Core | |
| Managed Bond | |
| Mid-Cap Equity | |
| Mid-Cap Growth | |
| Mid-Cap Value | |
| Precious Metals | |
| Real Estate | |
| Rising Dividends Securities Fund | |
| Short Duration Bond | |
| Small-Cap Equity | |
| Small-Cap Growth | |
| Small-Cap Index | |
| Small-Cap Value | |
| Technology | |
| Utilities Series | |
| VIP Contrafund® | |
| VIP Global Hard Assets Fund | |
| VIT CommodityRealReturn® Strategy Portfolio | |
| VP Mid Cap Value] | |

CONTRACT SPECIFICATIONS (continued)

Service Center

Send Forms and written requests to:

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

Send Payments to:

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

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

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

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

Website: [www.PacificLife.com]

Please use our toll-free telephone number for questions about your annuity contract and optional benefit riders, or you may call your state insurance department.

CONTRACT SPECIFICATIONS

Contract Data

| | |
|--|---|
| Contract Number: | [VA99999999] |
| Contract Date: | [01-01-2011] |
| Contract Type: | [Non-Qualified] |
| Initial Purchase Payment: | [\$100,000] |
| Owner(s): | [John Doe] [Jane Doe] |
| Owner's Age: | [35] [35] |
| Annuitant(s): | [John Doe] [Jane Doe] |
| Annuitant's Age: | [35] [35] |
| Annuitant's Sex: | [Male] [Female] |
| Annuity Date: | [01-01-2055] |
| Minimum Purchase Payment Amount for Non-Qualified Contracts: | [\$10,000] |
| Minimum Additional Purchase Amount for Non-Qualified Contracts: | [\$250] |
| Minimum Purchase Payment Amount for Qualified Contracts: | [\$2,000] |
| Minimum Additional Purchase Amount for Qualified Contracts: | [\$50] |
| Maximum Purchase Payment Amount Without Home Office Approval: | [\$1,000,000] |
| Minimum Contract Value to Avoid Contract Termination: | [\$1,000] |
| Maximum Owner(s) and/or Annuitant(s) Age: | [85] |
| Minimum Annuitization Amount: | [\$10,000] |
| Minimum Annuity Payment: | [\$250] |
| Minimum Withdrawal Amounts: | <ul style="list-style-type: none"> • [\$500] for each unscheduled Withdrawal • [\$250] for each systematic Withdrawal • [\$100] for each systematic Withdrawal paid by electronic funds transfer (EFT) |

CONTRACT SPECIFICATIONS (continued)

Fees & Charges

| | |
|---|------------|
| Mortality & Expense Risk Charge: | 0.95% |
| Administrative Fee: | 0.25% |
| Annual Fee: | [\$50.00*] |

*Waived if the Net Contract Value is equal to or greater than [\$50,000] on the day the fee is assessed.

Withdrawal Charges (Contingent Deferred Sales Charges)

| Age of Purchase Payment in Contract Years | Withdrawal Charge Percent |
|--|------------------------------|
| 1 | 7% |
| 2 | 7% |
| 3 | 6% |
| 4 | 5% |
| 5 | 3% |
| 6 and Later | 0% |

Free Withdrawal Contract Year Age: 6

Optional Riders

| <u>Name</u> | <u>Current Annual Charge %</u> | <u>Maximum Annual Charge %</u> |
|--|------------------------------------|------------------------------------|
| [Stepped-Up Death Benefit II Rider | 0.20%] | 0.20% |
| [Guaranteed Withdrawal Benefit XII Rider – Single Life | 0.40%] | 1.00% |
| [Guaranteed Withdrawal Benefit XII Rider – Joint Life | 0.60%] | 1.50% |
| [Guaranteed Withdrawal Benefit X Rider – Single Life | 0.80%] | 2.00% |
| [Guaranteed Withdrawal Benefit X Rider – Joint Life | 1.00%] | 2.50% |
| [Guaranteed Withdrawal Benefit XIII Rider | 1.10%] | 2.75% |
| [Guaranteed Minimum Accumulation Benefit Rider | 1.30%] | 2.25% |

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

IDCA Plus Fixed Option Guarantee Terms and Rates

[6 Mos. 4.00%*]
[12 Mos. 3.00%*]

*Minimum Guaranteed Interest Rate is [1.00%] per year.]

CONTRACT SPECIFICATIONS (continued)

Investment Options

| | |
|---|--|
| [Bond Debenture Portfolio VC | [Asset Allocation Portfolio |
| Cash Management | Global Allocation V.I. Fund |
| Comstock | VIP FundsManager® 60% |
| Currency Strategies | Dividend & Income Allocation |
| Diversified Bond | VIP Founding Funds |
| Dividend Growth | Total Return Fund |
| Emerging Markets | V.I. Balanced-Risk Allocation Fund |
| Emerging Markets Debt | Aspen Balanced |
| Equity Index | Total Return Series |
| Floating Rate Loan | Global Multi-Asset Portfolio |
| Focused 30 | Pacific Dynamix Conservative-Growth |
| Global Absolute Return | Pacific Dynamix Moderate-Growth |
| Global Bond Securities Fund | Pacific Dynamix Growth |
| Global Discovery Securities Fund | Portfolio Optimization Conservative |
| Growth | Portfolio Optimization Moderate-Conservative |
| Growth LT | Portfolio Optimization Moderate |
| Growth-Income | Portfolio Optimization Growth |
| Health Sciences | Portfolio Optimization Aggressive-Growth |
| High Yield Bond | VPS Balanced Wealth Strategy] |
| Inflation Managed | |
| Inflation Protected | |
| International Large-Cap | |
| International Small-Cap | |
| International Value | |
| Large-Cap Growth | |
| Large-Cap Value | |
| Long/Short Large Cap | |
| Main Street® Core | |
| Managed Bond | |
| Mid-Cap Equity | |
| Mid-Cap Growth | |
| Mid-Cap Value | |
| Precious Metals | |
| Real Estate | |
| Rising Dividends Securities Fund | |
| Short Duration Bond | |
| Small-Cap Equity | |
| Small-Cap Growth | |
| Small-Cap Index | |
| Small-Cap Value | |
| Technology | |
| Utilities Series | |
| VIP Contrafund® | |
| VIP Global Hard Assets Fund | |
| VIT CommodityRealReturn® Strategy Portfolio | |
| VP Mid Cap Value] | |

CONTRACT SPECIFICATIONS (continued)

Service Center

Send Forms and written requests to:

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

Send Payments to:

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

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

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

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

Website: [www.PacificLife.com]

Please use our toll-free telephone number for questions about your annuity contract and optional benefit riders, or you may call your state insurance department.



PACIFIC LIFE

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

READ YOUR CONTRACT CAREFULLY

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

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

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

BENEFITS AND VALUES PROVIDED UNDER THIS CONTRACT MAY BE ON A VARIABLE BASIS. AMOUNTS DIRECTED INTO ONE OR MORE OF THE VARIABLE INVESTMENT OPTIONS WILL REFLECT THE INVESTMENT EXPERIENCE OF THOSE INVESTMENT OPTIONS. THESE AMOUNTS MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO A DOLLAR AMOUNT. THE DETAILS OF THE VARIABLE PROVISIONS ARE FOUND IN THE "VARIABLE INVESTMENT OPTIONS" WHICH BEGIN ON PAGE 10.

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

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

PACIFIC LIFE INSURANCE COMPANY

[Chairman and Chief Executive Officer

Secretary]

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

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

TABLE OF CONTENTS

| PAGE | PAGE |
|--|------|
| CONTRACT SPECIFICATIONS | 3 |
| DEFINITION OF TERMS | 4 |
| GENERAL PROVISIONS | 7 |
| PURCHASE PAYMENTS | |
| Initial Purchase Payment | 9 |
| Additional Purchase Payments | 9 |
| Purchase Payment Allocation | 9 |
| Allocations During the Right to Cancel Period..... | 9 |
| Minimum Investment Option Value..... | 9 |
| VARIABLE INVESTMENT OPTIONS | |
| Variable Investment Options..... | 10 |
| Separate Account | 10 |
| CONTRACT VALUES | |
| Contract Value | 11 |
| Variable Account Value | 11 |
| Subaccount Value..... | 11 |
| Subaccount Unit Value | 11 |
| Net Investment Factor..... | 12 |
| Loan Account Value..... | 12 |
| CHARGES, FEES AND DEDUCTIONS | |
| Administrative Fee | 13 |
| Mortality and Expense Risk Charge ("Risk Charge") | 13 |
| Annual Fee..... | 13 |
| Premium Taxes..... | 13 |
| Other Taxes | 13 |
| TRANSFER PROVISIONS | |
| Transfers..... | 14 |
| Transfer Limitations and Restrictions | 14 |
| WITHDRAWAL PROVISIONS | |
| Withdrawals | 16 |
| Minimum Withdrawal Amount | 16 |
| Amount Available for Withdrawal..... | 16 |
| Full Withdrawal | 16 |
| DEATH BENEFIT TERMS AND PROVISIONS | |
| Definition of Terms..... | 17 |
| Death Benefit | 17 |
| Standard Death Benefit Amount..... | 17 |
| Death of Owner..... | 18 |
| Death of Annuitant | 18 |
| Death of Owner Distribution Rules | 18 |
| BENEFICIARY PROVISIONS | |
| Designation of Beneficiary | 20 |
| Adding or Changing Your Beneficiary..... | 20 |
| ANNUITY PROVISIONS | |
| Choice of Annuity Date | 21 |
| Default Annuity Option | 21 |
| Application of Contract Value | 21 |
| Your Selections..... | 22 |
| Fixed and Variable Annuities | 22 |
| Amount of Payments | 22 |
| Fixed Annuity Payments | 22 |
| Conversion to Current Rates | 22 |
| Variable Annuity Payments – Subaccount Annuity Units..... | 23 |
| Subsequent Variable Payments | 23 |
| Annuity Unit Value | 23 |
| Periodic Payments..... | 23 |
| ANNUITY OPTIONS | |
| Option 1: Life Only | 24 |
| Option 2: Life with Period Certain | 24 |
| Option 3: Joint and Survivor Life..... | 24 |
| Option 4: Period Certain Only..... | 24 |
| ANNUITY OPTION TABLES | |
| Applicability of Rates | 25 |
| Basis of Computations..... | 25 |
| Rates Not Shown..... | 25 |
| Annuity Tables | 26 |

CONTRACT SPECIFICATIONS

Contract Data

| | |
|--|---|
| Contract Number: | [VA99999999] |
| Contract Date: | [01-01-2011] |
| Contract Type: | [Non-Qualified] |
| Initial Purchase Payment: | [\$100,000] |
| Owner(s): | [John Doe] [Jane Doe] |
| Owner's Age: | [35] [35] |
| Annuitant(s): | [John Doe] [Jane Doe] |
| Annuitant's Age: | [35] [35] |
| Annuitant's Sex: | [Male] [Female] |
| Annuity Date: | [01-01-2055] |
| Minimum Purchase Payment Amount for Non-Qualified Contracts: | [\$10,000] |
| Minimum Additional Purchase Amount for Non-Qualified Contracts: | [\$250] |
| Minimum Purchase Payment Amount for Qualified Contracts: | [\$2,000] |
| Minimum Additional Purchase Amount for Qualified Contracts: | [\$50] |
| Maximum Purchase Payment Amount Without Home Office Approval: | [\$1,000,000] |
| Minimum Contract Value to Avoid Contract Termination: | [\$1,000] |
| Maximum Owner(s) and/or Annuitant(s) Age: | [90] |
| Minimum Annuitization Amount: | [\$10,000] |
| Minimum Annuity Payment: | [\$250] |
| Minimum Withdrawal Amounts: | <ul style="list-style-type: none"> • [\$500] for each unscheduled Withdrawal • [\$250] for each systematic Withdrawal • [\$100] for each systematic Withdrawal paid by electronic funds transfer (EFT) |

CONTRACT SPECIFICATIONS (continued)

Fees & Charges

Mortality & Expense Risk Charge: 1.35%
Administrative Fee: 0.25%
Annual Fee: [\$50.00*]

*Waived if the Net Contract Value is equal to or greater than [\$50,000] on the day the fee is assessed.

[Optional Riders

| <u>Name</u> | <u>Current Annual Charge %</u> | <u>Maximum Annual Charge %</u> |
|--|---|---|
| [Stepped-Up Death Benefit II Rider | 0.20%] | 0.20% |
| [Guaranteed Withdrawal Benefit XII Rider – Single Life | 0.40%] | 1.00% |
| [Guaranteed Withdrawal Benefit XII Rider – Joint Life | 0.60%] | 1.50% |
| [Guaranteed Withdrawal Benefit X Rider – Single Life | 0.80%] | 2.00% |
| [Guaranteed Withdrawal Benefit X Rider – Joint Life | 1.00%] | 2.50% |
| [Guaranteed Withdrawal Benefit XIII Rider | 1.10%] | 2.75% |
| [Guaranteed Minimum Accumulation Benefit Rider | 1.30%] | 2.25% |

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

IDCA Plus Fixed Option Guarantee Terms and Rates

[6 Mos. 4.00%*]
[12 Mos. 3.00%*]

*Minimum Guaranteed Interest Rate is [1.00%] per year.]

CONTRACT SPECIFICATIONS (continued)

Investment Options

[Bond Debenture Portfolio VC
Cash Management
Comstock
Currency Strategies
Diversified Bond
Dividend Growth
Emerging Markets
Emerging Markets Debt
Equity Index
Floating Rate Loan
Focused 30
Global Absolute Return
Global Bond Securities Fund
Global Discovery Securities Fund
Growth
Growth LT
Growth-Income
Health Sciences
High Yield Bond
Inflation Managed
Inflation Protected
International Large-Cap
International Small-Cap
International Value
Large-Cap Growth
Large-Cap Value
Long/Short Large Cap
Main Street[®] Core
Managed Bond
Mid-Cap Equity
Mid-Cap Growth
Mid-Cap Value
Precious Metals
Real Estate
Rising Dividends Securities Fund
Short Duration Bond
Small-Cap Equity
Small-Cap Growth
Small-Cap Index
Small-Cap Value
Technology
Utilities Series
VIP Contrafund[®]
VIP Global Hard Assets Fund
VIT CommodityRealReturn[®] Strategy Portfolio
VP Mid Cap Value]

[Asset Allocation Portfolio
Global Allocation V.I. Fund
VIP FundsManager[®] 60%
Dividend & Income Allocation
VIP Founding Funds
Total Return Fund
V.I. Balanced-Risk Allocation Fund
Aspen Balanced
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Pacific Dynamix Moderate-Growth
Pacific Dynamix Growth
Portfolio Optimization Conservative
Portfolio Optimization Moderate-Conservative
Portfolio Optimization Moderate
Portfolio Optimization Growth
Portfolio Optimization Aggressive-Growth
VPS Balanced Wealth Strategy]

CONTRACT SPECIFICATIONS (continued)

Service Center

Send Forms and written requests to:

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P.O. Box 2378
Omaha, Nebraska 68103-2378]

Send Payments to:

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P.O. Box 2290
Omaha, Nebraska 68103-2290]

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

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

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

Website: [www.PacificLife.com]

Please use our toll-free telephone number for questions about your annuity contract and optional benefit riders, or you may call your state insurance department.

DEFINITION OF TERMS

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

Add-In Amount – The amount added by us, if applicable, to the Contract Value on the Notice Date to set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit.

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

Annuitant – The person you name on whose life annuity payments may be determined. An Annuitant's life may also be used to determine death benefits, in the case of a Non-Natural Owner, and to determine the Annuity Date. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must not be older than the Maximum Owner(s) and/or Annuitant(s) Age as shown in the Contract Specifications as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant. You may add a Joint Annuitant only on the Annuity Date. If the sole surviving Annuitant predeceases the Owner, the youngest Owner becomes the default Annuitant.

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

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

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

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

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

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

Contingent Annuitant – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. Any Contingent Annuitant you name must not be older than the Maximum Owner(s) and/or Annuitant(s) Age as shown in the Contract Specifications as of the Contract Date. If you add or change a Contingent Annuitant after the Contract is issued, any newly-named or added Contingent Annuitant must not be older than the Maximum Owner(s) and/or Annuitant(s) Age as shown in the Contract Specifications at the time of such change or addition. If the Contract is owned by a Non-Natural Owner or if the Contract has a Joint Annuitant, you may not designate a Contingent Annuitant.

Contingent Beneficiary – A person, if any, you select to become the Beneficiary if the Beneficiary predeceases the Owner (or Annuitant, in the case of a Non-Natural Owner).

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

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

Contract Debt – As of the end of any Business Day, the principal amount you have outstanding on any loan under this Contract, plus any accrued and unpaid interest.

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

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

Investment Option – A Variable Account offered under the Contract.

Loan Account – The account in which the amount equal to the principal amount of a loan and any interest accrued is held to secure any Contract Debt.

Loan Account Value – The amount, including any interest accrued, held in the Loan Account to secure any Contract Debt.

Net Contract Value – The Contract Value less any Contract Debt.

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

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

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

Owner – The person(s) who has (have) all rights under this Contract. Except in the case of a Non-Natural Owner, the Owner's life will be used to determine death benefits. If the Contract names two Owners, Owner means both Owners ("Joint Owners"). Any named Owner must not be older than the Maximum Owner(s) and/or Annuitant(s) Age as shown in the Contract Specifications as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, any newly-named or added Owners, including Joint Owners, must not be older than the Maximum Owner(s) and/or Annuitant(s) Age as shown in the Contract Specifications at the time of such change or addition.

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

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

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

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

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

SEC – Securities and Exchange Commission.

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

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

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

Subaccount Annuity Unit (“Annuity Units”) – Annuity Units are used to measure variation in variable annuity payments. The amount of each variable annuity payment (after the first payment) will vary with the value and number of the Annuity Units in each Subaccount.

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

Unit Value – The value of a Subaccount Unit (“Subaccount Unit Value”) or Subaccount Annuity Unit (“Subaccount Annuity Unit Value”). The Unit Value of any Subaccount is subject to change on any Business Day. The fluctuations in value reflect investment results and daily deductions for the mortality and expense risk charge and administrative fee. Changes in Subaccount Annuity Unit Values also reflect an additional adjustment factor that corrects for an assumed investment return. The Unit Value of a Subaccount Unit and of a Subaccount Annuity Unit are determined each Business Day.

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

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

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

GENERAL PROVISIONS

Report to Owner(s) – At least once per year prior to the Annuity Date, we will provide you with a report that will show the beginning and ending dates of the current report period, the Contract Value at the beginning and end of the report period, the transactions (i.e., Purchase Payments received, transfers, withdrawals, loan repayments if applicable, additional amounts credited and/or charges and/or fees incurred since the last report), the full withdrawal value and the amount of any outstanding loans at the end of the report period, and any other information that may be required. The report shall provide current information as of a date not more than four months prior to the date of mailing. After the Annuity Date, we will provide you with any information that may be required. Additional status reports are available upon request at no charge.

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

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

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

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

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

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

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

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

Ownership – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise

these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law. If your Contract is Non-Qualified, you may change Contract ownership at any time prior to your Annuity Date. This may result in a change to your death benefit or other benefits under the Contract. Any change in Owner will be effective on the date such change is signed, unless otherwise specified by the Owner, subject to any payments made or actions taken by us prior to our receipt of the notice.

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

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

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

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

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

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

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

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex of the Annuitant is incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started and we have made overpayments, we will deduct the amount of the overpayment, with interest at 1.50% per year, from any payments due then or later. If we have made underpayments, we will add the amount, with interest at 1.50% per year, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

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

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

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

PURCHASE PAYMENTS

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

Additional Purchase Payments – You may make additional Purchase Payments at any time before the Annuity Date, while the Owner or Annuitant is living and this Contract is in force. The minimum additional Purchase Payment amounts are shown in the Contract Specifications. A single Purchase Payment or the aggregate of all Purchase Payments may not exceed the Maximum Purchase Payment Amount Without Home Office Approval as shown in the Contract Specifications.

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

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

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

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

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

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

VARIABLE INVESTMENT OPTIONS

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

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

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

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

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

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

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

CONTRACT VALUES

Contract Value – The Contract Value on any Business Day is the sum of:

- the Variable Account Value; plus
- the Loan Account Value.

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

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

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

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

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

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

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

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

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

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

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

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

(A) equals:

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

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

(C) is a factor that we assess against the Subaccount's net assets for each calendar day in the valuation period for the Mortality and Expense Risk Charge plus the Administrative Fee.

Loan Account Value – For Qualified Contracts that permit loans, the Loan Account Value as of the end of any Business Day is the Loan Account Value on the prior Business Day, increased by any:

- interest; plus
- Contract Value loaned on that day;

and decreased by any:

- loan principal repaid; plus
- earned interest transferred from the Loan Account on that day.

CHARGES, FEES AND DEDUCTIONS

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

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

Annual Fee – We charge an annual fee against the Contract Value on each Contract Anniversary prior to the Annuity Date, and at the time you withdraw the entire Net Contract Value. The annual fee is shown in the Contract Specifications. This fee is guaranteed not to increase. The annual fee is waived if, on any Contract Anniversary prior to the Annuity Date, or at the time you make a full withdrawal, the Net Contract Value is equal to or greater than the amount shown in the Contract Specifications.

We will not impose the annual fee on amounts applied to provide an annuity or on payment of the death benefit proceeds.

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

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

TRANSFER PROVISIONS

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

Your transfer request must specify:

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

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

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

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

- (e) We further reserve the right to restrict transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions include:
 - (i) not accepting transfer instructions from an individual or entity acting on behalf of more than one Contract Owner; and
 - (ii) not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.
- (f) We further reserve the right to modify the limits described in subparagraphs (a) through (e) above or to impose, with 30 days advance written notice, other limitations and restrictions on transfers or exchanges that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners or to comply with any applicable federal laws, or any other applicable rules and regulations.

WITHDRAWAL PROVISIONS

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

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

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

Minimum Withdrawal Amount – The minimum amounts that may be withdrawn from your Contract are shown in the Contract Specifications. If the withdrawal reduces the Account Value in any Investment Option to an amount less than \$500, we reserve the right to transfer such remaining Account Value to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If the withdrawal reduces the Net Contract Value to an amount less than or equal to the Minimum Contract Value to Avoid Contract Termination as shown in the Contract Specifications, we may terminate this Contract and pay you the withdrawal proceeds (see **Full Withdrawal** provision). We will not terminate the Contract if you own an optional Guaranteed Minimum Withdrawal Benefit (GMWB) rider and a withdrawal reduces the Contract Value to an amount less than or equal to the Minimum Contract Value to Avoid Contract Termination as shown in the Contract Specifications. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

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

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

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

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

DEATH BENEFIT TERMS AND PROVISIONS

DEFINITION OF TERMS

Total Adjusted Purchase Payments - The sum of all Purchase Payments made to the Contract, reduced by a Pro Rata Reduction for each prior withdrawal. This amount may be adjusted if there is a change of Owner.

Pro Rata Reduction – The reduction percentage that is calculated at the time of a withdrawal by dividing the amount of each withdrawal by the Contract Value immediately prior to the withdrawal.

PROVISIONS

Death Benefit – A death benefit will be payable if any Owner dies, or any Annuitant dies in the case of a Non-Natural Owner, before the Annuity Date and while this Contract is in force.

The proceeds of any death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the "Notice Date"). Such proceeds will equal the Death Benefit Amount reduced by any:

- Contract Debt;
- charges for premium taxes and/or other taxes, if proceeds are used to purchase an Annuity Option from us.

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

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

Standard Death Benefit Amount – The Standard Death Benefit Amount as of any Business Day prior to the Annuity Date is equal to the greater of:

- (a) the Contract Value as of that day; or
- (b) Total Adjusted Purchase Payments.

Change of Owner - If there is a change of Owner:

- (i) to someone other than the Owner's spouse; or
- (ii) to a Trust or Non-Natural Entity where the Owner and Annuitant are not the same person prior to the change; or
- (iii) if an Owner is added that is not a spouse of the Owner,

the Total Adjusted Purchase Payments on the effective date of the change of Owner (the "Change Date") will be reset to equal the lesser of:

- (a) the Contract Value as of the Change Date; or
- (b) Total Adjusted Purchase Payments as of the Change Date.

Additionally, after the Change Date the Total Adjusted Purchase Payments:

- will be increased by any Purchase Payments made after the Change Date; and

- will be reduced by any Pro Rata Reduction for withdrawals made after the Change Date.

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

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

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

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

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, either Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

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

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

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

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

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

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

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

On the Notice Date, if the surviving spouse is deemed to have continued the Contract, we will set the Contract Value equal to the death benefit proceeds that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit. The amount that the Death Benefit Amount exceeds the Contract Value will be added to the Contract Value in the form of the Add-In Amount on the Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the

current allocation instructions for the Contract and will be considered earnings. There will not be an adjustment to the Contract Value if the Contract Value is equal to the death benefit proceeds as of the Notice Date.

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

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

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

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

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 403, 408, 408A, or 457 of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

BENEFICIARY PROVISIONS

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

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

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

ANNUITY PROVISIONS

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

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

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

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

If you have not specified an Annuity Option or do not instruct us otherwise, at your Annuity Date your Net Contract Value, less charges for premium taxes and/or other taxes, will be converted (if this amount is no less than the Minimum Annuitization Amount as shown in the Contract Specifications) to a fixed annuity payout option on the Annuity Date.

Additionally:

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

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

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

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

Your Selections – Prior to the Annuity Date, you may make three selections about the annuity payments. First, you may choose whether you want those payments to be a fixed-dollar amount or a variable-dollar amount, or both. Second, you may choose the form of annuity payments (Annuity Option). Third, you may choose to have annuity payments made monthly, quarterly, semiannually, or annually.

The first annuity payment will be sent on the day following the Annuity Date and must be no less than the Minimum Annuity Payment shown in the Contract Specifications. We may reduce the payment frequency if the first annuity payment is less than the Minimum Annuity Payment shown in the Contract Specifications. If you elect annuity payments for a Period Certain Only, we also reserve the right to reduce the Period Certain to meet the first payment Minimum Annuity Payment as shown in the Contract Specifications.

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

Fixed and Variable Annuities – You may choose a fixed annuity (with fixed-dollar payments), a variable annuity (with variable-dollar payments), or you may choose a combination of both. If you select a variable annuity, you may choose any Subaccounts for the annuity. If you select a variable annuity, on the Annuity Date, we will convert that portion of the Net Contract Value as it is currently allocated among the Subaccount(s). We will apply the net amount you convert to a fixed annuity and/or a variable annuity (and in this instance, to each Subaccount), based on the relative Account Value in each Investment Option on the Annuity Date. Any net amount you convert to a fixed annuity will be held in our General Account.

Each periodic payment under the fixed annuity will be equal to the amount of the first fixed annuity payment (unless you elect a joint and survivor life annuity with reduced survivor payments). The amount of each variable annuity periodic payment will vary with the investment results of the Subaccount(s) you select. After the Annuity Date, you may exchange the Annuity Units in any Subaccount(s) for Annuity Units in any other Subaccount(s) up to four (4) times in any twelve (12) month period. We reserve the right to limit the Subaccounts available, to change the number and frequency of exchanges and to change the number of Subaccounts you may choose.

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

Fixed Annuity Payments – The minimum guaranteed income purchased per \$1,000 of the net amount applied to a fixed annuity is based on an annual interest rate of 1.00% and the Annuity 2000 Mortality Table with the ages set back ten (10) years.

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

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

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

Variable Annuity Payments – Subaccount Annuity Units – For each Subaccount, we divide the amount of the initial variable annuity payment from each Subaccount by the Annuity Unit Value for that Subaccount (the “Annuity Unit Value”) on the Annuity Date, to obtain the number of Annuity Units for that Subaccount. The number of Annuity Units in each Subaccount will not change unless exchanges of Annuity Units are made (or if the Joint and Survivor Annuity Option is elected and the Primary Annuitant dies first), but the Annuity Unit Value of those Annuity Units will vary.

If variable annuity payments are selected by you, we will continue to assess fees and charges applicable to your contract including the Mortality and Expense Risk charge and the Administrative Fee as described in the Contract Specifications.

Subsequent Variable Payments – The amount of each subsequent variable annuity payment will be the sum of the amounts payable based on the Annuity Units in each Subaccount. To determine the amount payable for each Subaccount, we multiply the number of Annuity Units in that Subaccount by their Annuity Unit Value on the day in each payment period that corresponds to the Annuity Date.

The smallest gross annual rate of return needed for the dollar amount of the variable annuity payments to not decrease is equal to the sum of the assumed interest rate (AIR) of 4.00% and all product fees and charges. The fees and charges would include the Mortality and Expense Risk charge and the Administrative Fee as shown in the Contract Specifications, as well as the fund level expenses.

Annuity Unit Value – The initial Annuity Unit Value for each Subaccount was arbitrarily set at \$10 on the Business Day the Subaccount began operations. At the end of each subsequent Business Day, the Annuity Unit Value for each Subaccount is equal to $(A \times B) \times C$, where:

- A - is the Subaccount’s Annuity Unit Value for that Subaccount as of the end of the prior Business Day;
- B - is the Net Investment Factor for that Subaccount for that valuation period; and
- C - is an interest factor to offset the effect of the assumed investment return which is built into the Annuity Option Tables.

We generally calculate the Annuity Unit Value of each Subaccount on each day the New York Stock Exchange is open, provided our administrative offices are also open that day.

We guarantee that the amount of each subsequent annuity payment will not be affected by variations in our expenses or in mortality experience.

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

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

ANNUITY OPTIONS

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

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

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

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

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

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

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

Option 3: Joint and Survivor Life – Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are based on the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66-2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant. If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66-2/3% of the original fixed payment payable during the lifetime of the Primary Annuitant. Variable annuity payments will be determined using 50% or 66-2/3%, as applicable, of the number of Annuity Units for each Subaccount credited to the Contract. Payments stop when both Annuitants have died.

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

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

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

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

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

ANNUITY OPTION TABLES

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

The tables also illustrate the minimum rates for the first monthly variable annuity payment per \$1,000 of the net amount applied to the variable annuity payment option. Subsequent payments may be higher or lower than the first payment, based on the investment performance of the Subaccount(s) you elect and whether you exchange Subaccount Annuity Units.

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

Basis of Computations – The actuarial basis for the fixed Annuity Option Tables is the Annuity 2000 Mortality Table with the ages set back ten (10) years with an annual interest rate of 1.00%. The rates for variable annuity payments are based on an assumed investment return of 4.00% per year and the Annuity 2000 Mortality Table with the ages set back ten (10) years.

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

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

ANNUITY TABLES
OPTIONS 1 AND 2 -
LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS
Fixed Annuity Rates

| Age | Male at 1.00% | | | Female at 1.00% | | | Unisex at 1.00% | | |
|-----|---------------|-------------------------------------|--------|-----------------|-------------------------------------|--------|-----------------|-------------------------------------|--------|
| | Life Only | Life with Guaranteed Period Certain | | Life Only | Life with Guaranteed Period Certain | | Life Only | Life with Guaranteed Period Certain | |
| | | 10 Yr. | 20 Yr. | | 10 Yr. | 20 Yr. | | 10 Yr. | 20 Yr. |
| 30 | 1.82 | 1.82 | 1.82 | 1.74 | 1.74 | 1.74 | 1.78 | 1.78 | 1.78 |
| 35 | 1.93 | 1.93 | 1.93 | 1.84 | 1.84 | 1.84 | 1.89 | 1.89 | 1.88 |
| 40 | 2.07 | 2.07 | 2.06 | 1.96 | 1.96 | 1.95 | 2.01 | 2.01 | 2.01 |
| 45 | 2.23 | 2.23 | 2.22 | 2.10 | 2.10 | 2.09 | 2.17 | 2.16 | 2.16 |
| 50 | 2.43 | 2.42 | 2.40 | 2.27 | 2.27 | 2.26 | 2.35 | 2.35 | 2.33 |
| 55 | 2.68 | 2.67 | 2.63 | 2.48 | 2.48 | 2.46 | 2.58 | 2.57 | 2.54 |
| 60 | 2.98 | 2.97 | 2.89 | 2.75 | 2.74 | 2.70 | 2.87 | 2.85 | 2.80 |
| 65 | 3.37 | 3.34 | 3.20 | 3.08 | 3.06 | 2.99 | 3.23 | 3.20 | 3.10 |
| 70 | 3.89 | 3.82 | 3.55 | 3.52 | 3.49 | 3.34 | 3.70 | 3.65 | 3.45 |
| 75 | 4.58 | 4.43 | 3.90 | 4.11 | 4.03 | 3.72 | 4.34 | 4.23 | 3.82 |
| 80 | 5.54 | 5.20 | 4.21 | 4.93 | 4.75 | 4.09 | 5.23 | 4.98 | 4.16 |
| 85 | 6.87 | 6.08 | 4.43 | 6.12 | 5.66 | 4.37 | 6.49 | 5.87 | 4.40 |
| 90 | 8.72 | 6.99 | 4.54 | 7.88 | 6.70 | 4.52 | 8.29 | 6.85 | 4.53 |
| 95 | 11.30 | 7.77 | 4.58 | 10.50 | 7.63 | 4.58 | 10.89 | 7.70 | 4.58 |

Variable Annuity Rates

| Age | Male at 4.00% | | | Female at 4.00% | | | Unisex at 4.00% | | |
|-----|---------------|-------------------------------------|--------|-----------------|-------------------------------------|--------|-----------------|-------------------------------------|--------|
| | Life Only | Life with Guaranteed Period Certain | | Life Only | Life with Guaranteed Period Certain | | Life Only | Life with Guaranteed Period Certain | |
| | | 10 Yr. | 20 Yr. | | 10 Yr. | 20 Yr. | | 10 Yr. | 20 Yr. |
| 30 | 3.65 | 3.64 | 3.64 | 3.58 | 3.58 | 3.57 | 3.61 | 3.61 | 3.60 |
| 35 | 3.73 | 3.73 | 3.72 | 3.65 | 3.65 | 3.64 | 3.69 | 3.69 | 3.68 |
| 40 | 3.84 | 3.83 | 3.82 | 3.74 | 3.73 | 3.73 | 3.79 | 3.78 | 3.77 |
| 45 | 3.97 | 3.97 | 3.94 | 3.85 | 3.84 | 3.83 | 3.91 | 3.91 | 3.89 |
| 50 | 4.15 | 4.14 | 4.10 | 3.99 | 3.99 | 3.97 | 4.07 | 4.06 | 4.04 |
| 55 | 4.38 | 4.36 | 4.29 | 4.18 | 4.17 | 4.13 | 4.28 | 4.27 | 4.22 |
| 60 | 4.67 | 4.64 | 4.52 | 4.42 | 4.40 | 4.34 | 4.55 | 4.52 | 4.44 |
| 65 | 5.05 | 4.99 | 4.80 | 4.74 | 4.70 | 4.60 | 4.90 | 4.85 | 4.70 |
| 70 | 5.56 | 5.44 | 5.10 | 5.16 | 5.10 | 4.90 | 5.36 | 5.28 | 5.00 |
| 75 | 6.27 | 6.04 | 5.41 | 5.75 | 5.63 | 5.24 | 6.01 | 5.83 | 5.33 |
| 80 | 7.25 | 6.77 | 5.67 | 6.57 | 6.32 | 5.57 | 6.91 | 6.54 | 5.62 |
| 85 | 8.61 | 7.60 | 5.86 | 7.79 | 7.19 | 5.81 | 8.20 | 7.40 | 5.83 |
| 90 | 10.52 | 8.44 | 5.96 | 9.60 | 8.16 | 5.94 | 10.05 | 8.30 | 5.95 |
| 95 | 13.16 | 9.16 | 5.99 | 12.30 | 9.03 | 5.99 | 12.73 | 9.09 | 5.99 |

OPTION 3 - JOINT AND 50% SURVIVOR LIFE

Primary Annuitant

Male Age

| | | 60 | | 65 | | 70 | | 75 | | 80 | | 85 | |
|-------------------|-----------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|
| | | <u>1.00%</u> | <u>4.00%</u> |
| | | <u>Fixed</u> | <u>Variable</u> |
| Female Age | 60 | 2.70 | 4.38 | 2.91 | 4.58 | 3.13 | 4.82 | 3.37 | 5.11 | 3.63 | 5.44 | 3.90 | 5.80 |
| | 65 | 2.78 | 4.44 | 3.02 | 4.67 | 3.28 | 4.94 | 3.57 | 5.27 | 3.88 | 5.63 | 4.20 | 6.04 |
| | 70 | 2.84 | 4.50 | 3.12 | 4.76 | 3.43 | 5.07 | 3.78 | 5.44 | 4.16 | 5.86 | 4.56 | 6.33 |
| | 75 | 2.89 | 4.55 | 3.20 | 4.84 | 3.57 | 5.19 | 3.99 | 5.62 | 4.46 | 6.12 | 4.95 | 6.67 |
| | 80 | 2.93 | 4.59 | 3.27 | 4.91 | 3.68 | 5.30 | 4.17 | 5.79 | 4.74 | 6.38 | 5.37 | 7.05 |
| | 85 | 2.95 | 4.62 | 3.31 | 4.96 | 3.76 | 5.39 | 4.32 | 5.94 | 5.00 | 6.63 | 5.79 | 7.44 |

Primary Annuitant

Unisex Age

| | | 60 | | 65 | | 70 | | 75 | | 80 | | 85 | |
|-------------------|-----------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|
| | | <u>1.00%</u> | <u>4.00%</u> |
| | | <u>Fixed</u> | <u>Variable</u> |
| Unisex Age | 60 | 2.66 | 4.33 | 2.87 | 4.53 | 3.11 | 4.78 | 3.36 | 5.06 | 3.64 | 5.40 | 3.93 | 5.79 |
| | 65 | 2.72 | 4.38 | 2.97 | 4.61 | 3.24 | 4.89 | 3.55 | 5.21 | 3.88 | 5.59 | 4.23 | 6.03 |
| | 70 | 2.77 | 4.42 | 3.05 | 4.68 | 3.37 | 4.99 | 3.73 | 5.37 | 4.14 | 5.81 | 4.57 | 6.31 |
| | 75 | 2.80 | 4.46 | 3.11 | 4.75 | 3.47 | 5.09 | 3.90 | 5.52 | 4.40 | 6.03 | 4.94 | 6.63 |
| | 80 | 2.83 | 4.49 | 3.15 | 4.79 | 3.56 | 5.18 | 4.05 | 5.66 | 4.64 | 6.25 | 5.32 | 6.96 |
| | 85 | 2.84 | 4.51 | 3.18 | 4.83 | 3.61 | 5.24 | 4.16 | 5.78 | 4.84 | 6.45 | 5.66 | 7.29 |

Joint and 66 2/3% Survivor Life

Primary Annuitant

Male Age

| | | 60 | | 65 | | 70 | | 75 | | 80 | | 85 | |
|-------------------|-----------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|
| | | <u>1.00%</u> | <u>4.00%</u> |
| | | <u>Fixed</u> | <u>Variable</u> |
| Female Age | 60 | 2.62 | 4.29 | 2.78 | 4.44 | 2.94 | 4.62 | 3.10 | 4.81 | 3.26 | 5.02 | 3.40 | 5.23 |
| | 65 | 2.72 | 4.37 | 2.92 | 4.56 | 3.12 | 4.77 | 3.33 | 5.00 | 3.53 | 5.24 | 3.72 | 5.50 |
| | 70 | 2.80 | 4.45 | 3.04 | 4.67 | 3.31 | 4.93 | 3.58 | 5.21 | 3.84 | 5.51 | 4.10 | 5.82 |
| | 75 | 2.86 | 4.51 | 3.15 | 4.77 | 3.47 | 5.08 | 3.82 | 5.43 | 4.18 | 5.81 | 4.53 | 6.20 |
| | 80 | 2.91 | 4.56 | 3.23 | 4.86 | 3.61 | 5.22 | 4.05 | 5.65 | 4.53 | 6.13 | 5.01 | 6.65 |
| | 85 | 2.94 | 4.60 | 3.29 | 4.93 | 3.72 | 5.34 | 4.24 | 5.84 | 4.85 | 6.45 | 5.50 | 7.12 |

Joint and 100% Survivor Life

Primary Annuitant

Male Age

| | | 60 | | 65 | | 70 | | 75 | | 80 | | 85 | |
|-------------------|-----------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|--------------|-----------------|
| | | <u>1.00%</u> | <u>4.00%</u> |
| | | <u>Fixed</u> | <u>Variable</u> |
| Female Age | 60 | 2.47 | 4.11 | 2.55 | 4.19 | 2.62 | 4.26 | 2.67 | 4.31 | 2.70 | 4.35 | 2.72 | 4.37 |
| | 65 | 2.60 | 4.23 | 2.73 | 4.35 | 2.85 | 4.45 | 2.93 | 4.54 | 2.99 | 4.61 | 3.03 | 4.65 |
| | 70 | 2.71 | 4.34 | 2.90 | 4.50 | 3.08 | 4.66 | 3.22 | 4.80 | 3.33 | 4.92 | 3.41 | 5.01 |
| | 75 | 2.81 | 4.43 | 3.05 | 4.65 | 3.30 | 4.87 | 3.53 | 5.09 | 3.73 | 5.29 | 3.87 | 5.44 |
| | 80 | 2.87 | 4.51 | 3.16 | 4.77 | 3.49 | 5.07 | 3.83 | 5.38 | 4.15 | 5.69 | 4.41 | 5.96 |
| | 85 | 2.92 | 4.57 | 3.25 | 4.87 | 3.64 | 5.23 | 4.09 | 5.65 | 4.56 | 6.11 | 5.01 | 6.55 |

OPTION 4 - PERIOD CERTAIN ONLY

Monthly Income

| <u>Years</u> | <u>1.00% Fixed</u> | <u>4.00% Variable</u> |
|--------------|--------------------|-----------------------|
| 10 | 8.75 | 10.06 |
| 11 | 7.99 | 9.31 |
| 12 | 7.36 | 8.69 |
| 13 | 6.83 | 8.17 |
| 14 | 6.37 | 7.72 |
| 15 | 5.98 | 7.34 |
| 16 | 5.63 | 7.00 |
| 17 | 5.33 | 6.71 |
| 18 | 5.05 | 6.44 |
| 19 | 4.81 | 6.21 |
| 20 | 4.59 | 6.00 |
| 21 | 4.40 | 5.81 |
| 22 | 4.22 | 5.64 |
| 23 | 4.05 | 5.49 |
| 24 | 3.90 | 5.35 |
| 25 | 3.76 | 5.22 |
| 26 | 3.64 | 5.10 |
| 27 | 3.52 | 5.00 |
| 28 | 3.41 | 4.90 |
| 29 | 3.31 | 4.80 |
| 30 | 3.21 | 4.72 |



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

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED VARIABLE ANNUITY CONTRACT

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



PACIFIC LIFE

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

[Pacific ChoiceSM]

Individual Deferred Variable
Annuity Application

1. SURRENDER CHARGE PERIOD *Select ONLY one Surrender Charge Period per application. Subject to broker/dealer availability.*



No Surrender Charge Period 3 Year Surrender Charge Period 5 Year Surrender Charge Period

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

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

Solicited at: State

Complete this box for custodial-owned qualified contracts only. Will not be valid for any other contract types. Information put here will be used for contract and registered representative appointment purposes.

ADDITIONAL ANNUITANT *Not applicable for qualified contracts. Check One:* Joint Contingent

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

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

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

ADDITIONAL OWNER *Not applicable for qualified contracts.*

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

4. DEATH BENEFIT COVERAGE

Stepped-Up Death Benefit Rider II *Owner(s) and Annuitant(s) must not be over age 75 at issue.*

If the stepped-up death benefit I have selected cannot be added to the contract due to age restrictions or state availability, I understand that the contract will be issued without the stepped-up death benefit rider.]



5. ELECTRONIC INFORMATION CONSENT



E-Mail address: _____

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

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

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

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

6. TELEPHONE/ELECTRONIC AUTHORIZATION

Yes

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

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

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

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

8. BENEFICIARIES If a beneficiary classification is not indicated, the class for that beneficiary will be primary. Each beneficiary class must equal 100%. Multiple beneficiaries will share the death benefit equally, unless otherwise specified. For contracts owned by a non-individual custodian (including IRAs, 457, and qualified plans) or other non-natural owners, the beneficiary will be the owner listed on the application and information provided below will not be valid. Use Section 15, Special Requests, to provide additional beneficiary information.

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

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

9. CONTRACT TYPE *Select ONE.*

| | | | | | |
|---|--|--|--|--|---|
| <input type="checkbox"/> Non-Qualified ^{1,2} | <input type="checkbox"/> SIMPLE IRA ⁴ | <input type="checkbox"/> Roth IRA ³ | <input type="checkbox"/> 401(a) ⁶ | <input type="checkbox"/> 457(b)-gov't. entity ⁶ | <input type="checkbox"/> Keogh/HR-10 ⁶ |
| <input type="checkbox"/> IRA ³ | <input type="checkbox"/> SEP-IRA | <input type="checkbox"/> TSA/403(b) ⁵ | <input type="checkbox"/> 401(k) ⁶ | <input type="checkbox"/> 457(b)-501(c) tax exempt ⁶ | <input type="checkbox"/> Individual(k) ⁷] |

[¹For trust-owned contracts, complete Trustee Certification and Disclosure. ²For non-qualified contracts, if Owner is a non-natural person or corporation, complete Non-Natural or Corporate-Owned Disclosure Statement. ³For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification. ⁴Complete SIMPLE IRA Employer Information. ⁵Complete TSA Certification. ⁶Complete Qualified Plan and 457(b) Plan Disclosure. ⁷Complete Individual(k) Qualified Plan Disclosure.]

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

10A. NON-QUALIFIED CONTRACT PAYMENT TYPE

Indicate type of initial payment.

| |
|---|
| <input type="checkbox"/> 1035 exchange(s)/estimated transfer.....\$ _____ |
| <input type="checkbox"/> Amount enclosed.....\$ _____ |

10B. QUALIFIED CONTRACT PAYMENT TYPE *Indicate type of initial payment. If no year is indicated, contribution defaults to current tax year.*

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

11. REPLACEMENT

11A. EXISTING INSURANCE

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

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

11B. REPLACEMENT

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

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

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

12. OPTIONAL RIDERS *Subject to state availability. To qualify for [CoreIncome Advantage 4 Select, CoreIncome Advantage 5 Select, Income Access Select, or GPA 3 Select] rider benefits, the entire contract value must stay invested in allowable allocation options Pacific Life makes available for the riders. Guaranteed Minimum Withdrawal Benefit Riders are irrevocable after election. There are investment and transfer restrictions associated with these riders. Optional Guaranteed Minimum Withdrawal Benefit Riders are not available with Inherited IRA, Inherited Roth IRA, and Inherited TSA business.*

[12A. Guaranteed Minimum Withdrawal Benefit *You may select only ONE.*

- CoreIncome Advantage 4 Select - Single Life** *Owner and Annuitant must be the same person (except if a non-natural owner) and must not be over age 85 at issue. Contracts with joint owners are not permitted.*
- CoreIncome Advantage 4 Select - Joint Life** *Both spouses must not be over age 85 at issue. See note below.*
- CoreIncome Advantage 5 Select - Single Life** *Owner and Annuitant must be the same person (except if a non-natural owner) and must not be over age 85 at issue. Contracts with joint owners are not permitted.*
- CoreIncome Advantage 5 Select - Joint Life** *Both spouses must not be over age 85 at issue. See note below.*

Note: *Joint Life selections: Available only if the Contract Type selected in Section 9 is Non-qualified (not available if the Owner is a trust or other entity), IRA (including custodial-owned IRAs), Roth IRA, SIMPLE IRA, SEP-IRA, or TSA/403(b). Joint Owners must be spouses, if applicable. If the contract is owned by a sole Owner, the Owner's spouse must be designated as the sole primary beneficiary. Complete the beneficiary information in Section 8. If this is a custodial-owned IRA, it is the responsibility of the custodian to verify that the beneficiary designation at the custodian is the spouse of the Annuitant.*

- Income Access Select** *Owner(s) and Annuitant(s) must not be over age 85 at issue.*

12B. **GPA 3 Select** *Owner(s) and Annuitant(s) must not be over age 85 at issue.]*

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

13. DOLLAR COST AVERAGING (DCA) *If elected, 100% of your initial investment will be allocated to the DCA Plus Fixed Term unless you indicate a different percentage below. If you select [Asset Allocation/Balanced portfolios] or Individual Investments and a percentage less than 100% is indicated, the remainder of the purchase payment will be allocated pro rata to the allocations selected. To indicate a source account other than DCA Plus Fixed Term, use Section 15, Special Requests, or the [Transfers and Allocations form]. Additional investments will be allocated to the DCA Plus Fixed Term selection indicated below unless alternate instructions are on file or provided with the investment.*

[DCA Plus Fixed Term

Select one:
 6 months 12 months

_____ % of initial investment. Default will be 100% if not indicated in Section 17.]

14. REBALANCING *Optional*

[Quarterly Semi-annually Annually]

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

16. FRAUD NOTICE *The following states require insurance companies to provide a fraud warning statement. Refer to the fraud warning statement for your state as indicated below.*

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

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

17. ALLOCATION OPTIONS Use this section to allocate 100% of your investment. Use whole percentages only. Additional investments will be allocated based on the options below, and where applicable if a selection was made in section 13, unless alternate instructions are on file or provided with the investment.

IMPORTANT: To be eligible for an optional rider in Section 12, you must select **ONLY** from among the [Allowable Asset Allocation/Balanced portfolios]. If selecting [Allowable Asset Allocation/Balanced portfolios], indicate the percentage of your investment for each. Allocations may be among these portfolios and must total 100%.

If you want to select individual investments and are **NOT** choosing an optional rider in Section 12, you may indicate any combination of investments. Allocations must total 100%.

| | | |
|--|--|--------------|
| [U.S. Fixed-Income Portfolios | Eaton Vance Floating Rate Loan _____% | |
| | Lord Abbett Bond Debenture Portfolio VC _____% | |
| | Pacific Asset Management Cash Management _____% | |
| | Pacific Asset Management High Yield Bond _____% | |
| | PIMCO Inflation Managed _____% | |
| | PIMCO Managed Bond _____% | |
| | T. Rowe Price Short Duration Bond _____% | |
| | Western Asset Management Diversified Bond _____% | |
| | Western Asset Management Inflation Protected _____% | _____ %Total |
| Non-U.S. Fixed-Income Portfolios | Ashmore Emerging Markets Debt _____% | |
| | Templeton Global Bond Securities Fund _____% | _____ %Total |
| U.S. Equity Portfolios | Alger Small-Cap Growth _____% | |
| | American Century VP Mid Cap Value _____% | |
| | American Funds® Growth _____% | |
| | American Funds® Growth-Income _____% | |
| | BlackRock Equity Index _____% | |
| | BlackRock Large Cap Growth _____% | |
| | BlackRock Mid-Cap Value _____% | |
| | BlackRock Small-Cap Index _____% | |
| | ClearBridge Large-Cap Value _____% | |
| | Fidelity VIP Contrafund® _____% | |
| | Franklin Rising Dividends Securities Fund _____% | |
| | Franklin/BlackRock Small-Cap Equity _____% | |
| | Invesco Comstock _____% | |
| | Janus Focused 30 _____% | |
| | Janus Growth LT _____% | |
| | J.P. Morgan Long/Short Large-Cap _____% | |
| | Morgan Stanley Mid-Cap Growth _____% | |
| | NFJ Small-Cap Value _____% | |
| Oppenheimer Main Street® Core _____% | | |
| Scout Investments Mid-Cap Equity _____% | | |
| | T. Rowe Price Dividend Growth _____% | _____ %Total |

CONTINUED ON NEXT PAGE

| | | |
|--|--|----------------------|
| Non-U.S. Equity Portfolios | Batterymarch International Small-Cap _____% J.P. Morgan International Value _____% MFS® International Large-Cap _____% Mutual Global Discovery Securities Fund _____% Oppenheimer Emerging Markets _____% | _____ % Total |
| Alternative Strategies Portfolios | Eaton Vance Global Absolute Return _____% PIMCO VIT CommodityRealReturn® Strategy Portfolio _____% UBS Currency Strategies _____% Van Eck VIP Global Hard Assets Fund _____% WellsCap Precious Metals _____% | _____ % Total |
| Sector Portfolios | Columbia Technology _____% Jennison Health Sciences _____% MFS® Utilities Series _____% Morgan Stanley Real Estate _____% | _____ % Total |
| Allowable Asset Allocation/Balanced portfolios for use with Optional Riders | American Funds® Asset Allocation _____% BlackRock Global Allocation V.I. Fund _____% Fidelity VIP FundsManager® 60% _____% First Trust/Dow Jones Dividend & Income Allocation Portfolio _____% GE Investments Total Return Fund _____% Invesco V.I. Balanced-Risk Allocation Fund _____% Janus Aspen Balanced _____% MFS® Total Return Series _____% PIMCO Global Multi-Asset Portfolio _____% PLFA Pacific Dynamix Conservative-Growth _____% PLFA Pacific Dynamix Moderate-Growth _____% PLFA Portfolio Optimization Conservative _____% PLFA Portfolio Optimization Moderate-Conservative _____% PLFA Portfolio Optimization Moderate _____% | _____ % Total |
| Asset Allocation/Balanced portfolios NOT allowed for use with Optional Riders | AllianceBernstein VPS Balanced Wealth Strategy _____% Franklin Templeton VIP Founding Funds _____% PLFA Pacific Dynamix Growth _____% PLFA Portfolio Optimization Growth _____% PLFA Portfolio Optimization Aggressive-Growth _____%] | _____ % Total |
| MUST TOTAL 100% | | _____ % Total |

CONTINUED ON NEXT PAGE

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

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

| | | | |
|--|---|---|--|
| Owner's Signature  | Date (mo/day/yr)  | Signed at: City  | State  |
| Joint Owner's Signature (if applicable)  | Date (mo/day/yr)  | | |

19. REGISTERED REPRESENTATIVE'S STATEMENT

| | |
|--|---|
| 19A.  <input type="checkbox"/> Yes <input type="checkbox"/> No | Do you have any reason to believe that the applicant has any existing life insurance policies or annuity contracts? (Default is "Yes" if neither box is checked.) |
| 19B.  <input type="checkbox"/> Yes <input type="checkbox"/> No | Do you have reason to believe that any existing life insurance policy or annuity contract has been (or will be) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the contract applied for will be issued? |

If "Yes," I affirm that I have instructed the applicant to answer "Yes" to the replacement question in Section 11B of this application. I hereby certify that I have used only Pacific Life's approved sales material in connection with this sale and that copies of all sales materials used were left with the applicant. Any insurer-approved electronically presented sales materials will be provided in printed form to the applicant no later than at the time of the policy or contract delivery. I further certify that I have discussed the appropriateness of replacement and followed Pacific Life's written replacement guidelines. I have explained to the owner(s) how the annuity will meet their insurable needs and financial objectives. I certify that I have reviewed this application and have determined that its proposed purchase is suitable as required under law, based in part on information provided by the owner(s), as applicable, including age, income, net worth, and tax status, and any existing investments and insurance program. I certify that I have provided the applicant with all product and applicable fund prospectuses for this variable annuity contract. I further certify that I have also considered the owner's liquidity needs, risk tolerance, and investment time horizon; that I followed my broker/dealer's suitability guidelines in both the recommendation of this annuity and the choice of investment options, and that this application is subject to review for suitability by my broker/dealer. I further certify that I have truly and accurately recorded on the application the information provided to me by the applicant. If the applicant is an active duty member of the United States Armed Forces (including active duty military reserve personnel), I certify that this application was not solicited and/or signed on a military base or installation, and I provided to the applicant the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act. **I further certify that, prior to soliciting the contract applied for, I have completed all state mandated annuity, insurance, and/or product training and agree to provide documentation of such completion upon request by Pacific Life.**

| | | |
|---|---|---|
| Soliciting Registered Representative's Signature  | Print Registered Representative's Full Name | Option [<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D] |
| Registered Representative's Telephone Number | Registered Representative's E-Mail Address | |
| Broker/Dealer's Name | Brokerage Account Number (optional) | |

Send completed application as follows:

APPLICATION WITH PAYMENT:

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

APPLICATION WITHOUT PAYMENT:

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



STEPPED-UP DEATH BENEFIT II RIDER

Pacific Life Insurance Company, a stock company, has issued this Rider as a part of the annuity Contract to which it is attached.

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

You have elected the Stepped-up Death Benefit Rider ("SDBR"). The annual charge for expenses related to the SDBR is shown in the Contract Specifications. This charge will be assessed daily against assets held in your Variable Investment Options(s) and is guaranteed not to increase.

This SDBR may be elected only at the Contract Date and will remain in effect until the earlier of:

- (a) a full withdrawal of the amount available for withdrawal under the Contract;
- (b) when death benefit proceeds become payable under the Contract;
- (c) any termination of the Contract in accordance with the provisions of the Contract; or
- (d) the Annuity Date.

This SDBR may only be elected if the Age of each Owner and Annuitant is [75] years or younger on the Contract Date.

A provision entitled **Guaranteed Minimum Death Benefit ("GMDB") Amount** is added after the **Standard Death Benefit Amount** provision of the **DEATH BENEFIT TERMS AND PROVISIONS** section of your Contract as follows:

Guaranteed Minimum Death Benefit ("GMDB") Amount – The GMDB Amount will be calculated only when a death benefit becomes payable as described in the Death Benefit provision of your contract, and is determined as follows:

First, we calculate what the Standard Death Benefit Amount would have been as of your first Contract Anniversary and each subsequent Contract Anniversary that occurs before death benefit proceeds become payable and before the oldest Owner, or Annuitant in the case of a Non-Natural Owner, reaches his or her 81st birthday (each of these Contract Anniversaries is a "Milestone Date"). We then adjust the Standard Death Benefit Amount for each Milestone Date by:

- (i) adding the aggregate amount of any Purchase Payments received by us since that Milestone Date; and
- (ii) subtracting a Pro Rata Reduction for each withdrawal that has occurred since that Milestone Date.

The highest of these adjusted death benefit amounts as of the Notice Date is your GMDB Amount.

Change of Owner - If there is a change of Owner, please refer to the Change of Owner section of the **Standard Death Benefit Amount** provision of your Contract. Additionally, the GMDB Amount will be determined as follows:

1. The Standard Death Benefit Amount will be set equal to the Total Adjusted Purchase Payments as of the Change Date.

2. On each Contract Anniversary after the Change Date and before the oldest Owner, or Annuitant in the case of a Non-Natural Owner, reaches his or her 81st birthday (each of these Contract Anniversaries is a "Milestone Date"), we recalculate the Standard Death Benefit Amount for each Milestone Date and set it equal to the greater of:

- (a) the Contract Value on that Contract Anniversary; or
- (b) the Total Adjusted Purchase Payments on the Change Date.

We then adjust the Standard Death Benefit Amount for each Milestone Date by:

- (i) adding the aggregate amount of any Purchase Payments received by us since that Milestone Date; and
- (ii) subtracting a Pro Rata Reduction for each withdrawal that has occurred since that Milestone Date.

The highest of these adjusted death benefit amounts as of the Notice Date is your GMDB Amount.

A change of Owner may only be elected if the Age of any new Owner is [75] years or younger on the Change Date.

The **Death of Owner** provision under the **DEATH BENEFIT TERMS AND PROVISIONS** section of your Contract is replaced in its entirety as follows:

Death of Owner – If any Owner dies before the first Milestone Date and before the Annuity Date, the death benefit proceeds will be equal to the Standard Death Benefit Amount as of the Notice Date.

If the Owner dies after the first Milestone Date and before the Annuity Date, the death benefit proceeds will be equal to the greater of the Standard Death Benefit Amount or the GMDB Amount as of the Notice Date. We will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity entitled to receive the death benefit proceeds:

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

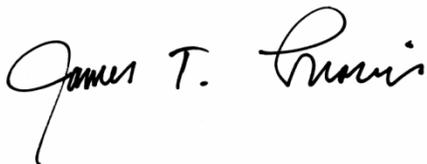
If none are living (or if there is no entity entitled to receive the death benefit proceeds), we will pay the death benefit proceeds to the Owner's estate.

If the Owner is a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, either Annuitant will be treated as the Owner of the Contract for purposes of the **Death of Owner Distribution Rules**.

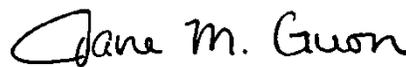
Rider Effective Date – This Rider is effective on the Contract Date.

All other terms and conditions of your Contract remain unchanged.

PACIFIC LIFE INSURANCE COMPANY



[Chairman and Chief Executive Officer



Secretary]

SERFF Tracking #:

PACL-128804167

State Tracking #:

Company Tracking #:

10-1252 & 10-1253

State:

Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI:

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

Product Name:

Ind Flex Premium Def Var Annuity

Project Name/Number:

Ind Flex Premium Def Var Annuity/10-1252

Supporting Document Schedules

| | | Item Status: | Status Date: |
|--------------------|--------------------------|--------------|--------------|
| Satisfied - Item: | Statement of Variability | | |
| Comments: | | | |
| Attachment(s): | | | |
| SV1253 Generic.pdf | | | |

| | | Item Status: | Status Date: |
|-------------------|---------------|--------------|--------------|
| Satisfied - Item: | Certification | | |
| Comments: | | | |
| Attachment(s): | | | |
| AR 1253 Certs.pdf | | | |

STATEMENT OF VARIABILITY

| <u>Form Number</u> | <u>Form Description</u> |
|--------------------|--|
| 10-1252 | Individual Flexible Premium Deferred Variable Annuity Contract |
| 10-1252-CS-3 | Contract Specifications Page |
| 10-1252-CS-5 | Contract Specifications Page |
| 10-1253 | Individual Flexible Premium Deferred Variable Annuity Contract |
| 25-1252 | Individual Deferred Variable Annuity Application |
| 20-1264 | Individual Variable Annuity Rider |

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

Individual Flexible Premium Deferred Variable Annuity Contract Form No. 10-1252

| Page No. | Bracketed (Variable) Text | Explanation of Variability/Range of Variables |
|-------------------|---|--|
| Cover & Back Page | Company address and phone number | Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown. |
| Cover Page | Right to Cancel [10/30] days, refund amount [Contract Value/Purchase Payment] | <p>The following Right to Cancel language will be displayed for the applicable contract purchase situations:</p> <p><u>Non-replacement purchases:</u> You may return this Contract within ten (10) days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any fees or charges for premium taxes and/or other taxes that were deducted from the Contract Value.</p> <p><u>Replacement purchases:</u> You may return this Contract within thirty (30) days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any fees or charges for premium taxes and/or other taxes that were deducted from the Contract Value.</p> <p>If this time period is changed by the state insurance department, the appropriate time period will be shown. Additionally, if the refund amount is changed by the state insurance department, the appropriate amount (i.e. Purchase Payment or Contract Value) will be shown.</p> |
| Cover Page | Officer signatures and titles | Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown. |

Contract Specifications Page Form No. 10-1252-CS3

| Page No. | Bracketed (Variable) Text | Explanation of Variability/Range of Variables |
|----------|--|---|
| 3A | Contract Number, Contract Date, Contract Type, Initial Purchase Payment, Owner(s), Owner's Age, Annuitant(s), Annuitant's Age, Annuitant's Sex, and Annuity Date | Customer specific information that will change for each contract issue. These items are completed, as applicable, depending on the circumstances of each particular Owner and Annuitant and the information contained in the application. |
| 3A | Minimum Purchase Payment Amount for Non-Qualified Contracts [\$10,000] | Current Minimum Purchase Payment Amount for Non-Qualified Contracts is shown. Any change in this amount will be displayed. The range is \$1,000 to \$100,000. |
| 3A | Minimum Additional Purchase Amount for Non-Qualified Contracts [\$250] | Current Minimum Additional Purchase Amount for Non-Qualified Contracts is shown. Any change in this amount will be displayed. The range is \$1 to \$1,000. |
| 3A | Minimum Purchase Payment Amount for Qualified Contracts [\$2,000] | Current Minimum Purchase Payment Amount for Qualified Contracts is shown. Any change in this amount will be displayed. The range is \$1,000 to \$100,000. |
| 3A | Minimum Additional Purchase Amount for Qualified Contracts [\$50] | Current Minimum Additional Purchase Amount for Qualified Contracts is shown. Any change in this amount will be displayed. The range is \$1 to \$1,000. |
| 3A | Maximum Purchase Payment Amount Without Home Office Approval [\$1,000,000] | Current Maximum Purchase Payment Amount Without Home Office Approval is shown. Any change in this amount will be displayed. The range is \$250,000 to \$10,000,000. |
| 3A | Minimum Contract Value to Avoid Contract Termination [\$1,000] | Current Minimum Contract Value to Avoid Contract Termination is shown. Any change in this amount will be displayed. The range is \$1 to \$25,000. |
| 3A | Maximum Owner(s) and/or Annuitant(s) Age [85] | Current Maximum Owner(s) and/or Annuitant(s) Age is shown. Any change to this amount will be displayed. The range is 75-94 years. |
| 3A | Minimum Annuitization Amount [\$10,000] | Current Minimum Annuitization Amount is shown. Any change to this amount will be displayed. The range is \$1,000 to \$50,000. |
| 3A | Minimum Annuity Payment [\$250] | Current Minimum Annuity Payment is shown. Any change to this amount will be displayed. The range is \$100 to \$500. |
| 3A | Minimum Withdrawal Amounts <ul style="list-style-type: none"> • [\$500] for each unscheduled Withdrawal • [\$250] for each systematic Withdrawal • [\$100] for each systematic Withdrawal paid by electronic funds transfer (EFT) | Current Minimum Withdrawal Amounts are shown. Any change to these amounts will be displayed. The range for each unscheduled Withdrawal is \$1 to \$1,000 The range for each systematic Withdrawal is \$1 to \$1,000 The range for each systematic Withdrawal by electronic funds transfer is \$1 to \$1,000. |
| 3B | Annual Fee [\$50] | Current Annual Fee is shown. Any change in this amount will be displayed. The range is \$1 to \$100. |
| 3B | Net Contract Value needed to waive Annual Fee [\$50,000] | Current Net Contract Value needed to waive Annual Fee is shown. Any change in this amount will be displayed. The range is \$1,000 to \$100,000. |
| 3B | Optional Riders | The optional riders that are currently available for the contract are shown. If a rider is selected, it will be listed in this section. From time to time, we may add, change, or delete those riders without prior approval. Newly added riders will only be those previously approved. If no rider is selected, the Optional Riders section will be omitted entirely. |
| 3B | DCA Plus Fixed Option Guarantee Terms and Rates | The current terms and interest rates for each Guarantee Term under the DCA Plus Fixed Option that is in effect at the time the contract is issued will be displayed. The interest rate established for the DCA Plus Fixed Option will never be less than an effective annual rate of 1.00%. If the DCA Plus Fixed Option is no longer offered, this section will be omitted entirely. |
| 3C | Investment Options | The Variable Investment Options shown are those currently available under the contract to which Purchase Payments may be allocated. From time to time, we may add, change, or delete those Variable Investment Options without prior approval unless the new fund significantly alters the underlying structure of the contract. |
| 3D | Service Center Address | Current service center address is shown. In the event of a change in the address of our Service Center, the new address will be shown. |
| 3D | Hours of Operation, Telephone Numbers, and Website Address. | Current hours of operation, telephone numbers, and website address are shown. Our hours of operation, telephone numbers, and website address may change in the future. The new information will be shown accordingly. |
| 3D | Department of Insurance Phone Number | The current phone number for the Department of Insurance for the state in which the Contract is issued in will be displayed. This information is contract specific and will change for each issued Contract. |

Contract Specifications Page Form No. 10-1252-CS5

| Page No. | Bracketed (Variable) Text | Explanation of Variability/Range of Variables |
|----------|--|---|
| 3A | Contract Number, Contract Date, Contract Type, Initial Purchase Payment, Owner(s), Owner's Age, Annuitant(s), Annuitant's Age, Annuitant's Sex, and Annuity Date | Customer specific information that will change for each contract issue. These items are completed, as applicable, depending on the circumstances of each particular Owner and Annuitant and the information contained in the application. |
| 3A | Minimum Purchase Payment Amount for Non-Qualified Contracts [\$10,000] | Current Minimum Purchase Payment Amount for Non-Qualified Contracts is shown. Any change in this amount will be displayed. The range is \$1,000 to \$100,000. |
| 3A | Minimum Additional Purchase Amount for Non-Qualified Contracts [\$250] | Current Minimum Additional Purchase Amount for Non-Qualified Contracts is shown. Any change in this amount will be displayed. The range is \$1 to \$1,000. |
| 3A | Minimum Purchase Payment Amount for Qualified Contracts [\$2,000] | Current Minimum Purchase Payment Amount for Qualified Contracts is shown. Any change in this amount will be displayed. The range is \$1,000 to \$100,000. |
| 3A | Minimum Additional Purchase Amount for Qualified Contracts [\$50] | Current Minimum Additional Purchase Amount for Qualified Contracts is shown. Any change in this amount will be displayed. The range is \$1 to \$1,000. |
| 3A | Maximum Purchase Payment Amount Without Home Office Approval [\$1,000,000] | Current Maximum Purchase Payment Amount Without Home Office Approval is shown. Any change in this amount will be displayed. The range is \$250,000 to \$1,000,000. |
| 3A | Minimum Contract Value to Avoid Contract Termination [\$1,000] | Current Minimum Contract Value to Avoid Contract Termination is shown. Any change in this amount will be displayed. The range is \$1 to \$25,000. |
| 3A | Maximum Owner(s) and/or Annuitant(s) Age [85] | Current Maximum Owner(s) and/or Annuitant(s) Age is shown. Any change to this amount will be displayed. The range is 75-94 years. |
| 3A | Minimum Annuitization Amount [\$10,000] | Current Minimum Annuitization Amount is shown. Any change to this amount will be displayed. The range is \$1,000 to \$50,000. |
| 3A | Minimum Annuity Payment [\$250] | Current Minimum Annuity Payment is shown. Any change to this amount will be displayed. The range is \$100 to \$500. |
| 3A | Minimum Withdrawal Amounts <ul style="list-style-type: none"> • [\$500] for each unscheduled Withdrawal • [\$250] for each systematic Withdrawal • [\$100] for each systematic Withdrawal paid by electronic funds transfer (EFT) | <p>Current Minimum Withdrawal Amounts are shown. Any change to these amounts will be displayed.</p> <p>The range for each unscheduled Withdrawal is \$1 to \$1,000</p> <p>The range for each systematic Withdrawal is \$1 to \$1,000</p> <p>The range for each systematic Withdrawal by electronic funds transfer is \$1 to \$1,000.</p> |
| 3B | Annual Fee [\$50] | Current Annual Fee is shown. Any change in this amount will be displayed. The range is \$1 to \$100. |
| 3B | Net Contract Value needed to waive Annual Fee [\$50,000] | Current Net Contract Value needed to waive Annual Fee is shown. Any change in this amount will be displayed. The range is \$1,000 to \$100,000. |
| 3B | Optional Riders | The optional riders that are currently available for the contract are shown. If a rider is selected, it will be listed in this section. From time to time, we may add, change, or delete those riders without prior approval. Newly added riders will only be those previously approved. If no rider is selected, the Optional Riders section will be omitted entirely. |
| 3B | DCA Plus Fixed Option Guarantee Terms and Rates | The current terms and interest rates for each Guarantee Term under the DCA Plus Fixed Option that is in effect at the time the contract is issued will be displayed. The interest rate established for the DCA Plus Fixed Option will never be less than an effective annual rate of 1.00%. If the DCA Plus Fixed Option is no longer offered, this section will be omitted entirely. |
| 3C | Investment Options | The Variable Investment Options shown are those currently available under the contract to which Purchase Payments may be allocated. From time to time, we may add, change, or delete those Variable Investment Options without prior approval unless the new fund significantly alters the underlying structure of the contract. |
| 3D | Service Center Address | Current service center address is shown. In the event of a change in the address of our Service Center, the new address will be shown. |
| 3D | Hours of Operation, Telephone Numbers, and Website Address. | Current hours of operation, telephone numbers, and website address are shown. Our hours of operation, telephone numbers, and website address may change in the future. The new information will be shown accordingly. |
| 3D | Department of Insurance Phone Number | The current phone number for the Department of Insurance for the state in which the Contract is issued in will be displayed. This information is contract specific and will change for each issued Contract. |

Individual Flexible Premium Deferred Variable Annuity Contract Form No. 10-1253

| Page No. | Bracketed (Variable) Text | Explanation of Variability/Range of Variables |
|-------------------|--|--|
| Cover & Back Page | Company address and phone number | Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown. |
| Cover Page | Right to Cancel [10/30] days, refund amount [Contract Value/Purchase Payment] | <p>The following Right to Cancel language will be displayed for the applicable contract purchase situations:</p> <p><u>Non-replacement purchases:</u> You may return this Contract within ten (10) days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any fees or charges for premium taxes and/or other taxes that were deducted from the Contract Value.</p> <p><u>Replacement purchases:</u> You may return this Contract within thirty (30) days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. We will refund the Contract Value as of the date the returned Contract is delivered to us in good order, including any fees or charges for premium taxes and/or other taxes that were deducted from the Contract Value.</p> <p>If this time period is changed by the state insurance department, the appropriate time period will be shown. Additionally, if the refund amount is changed by the state insurance department, the appropriate amount (i.e. Purchase Payment or Contract Value) will be shown.</p> |
| Cover Page | Officer signatures and titles | Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown. |
| 3A | Contract Number, Contract Date, Contract Type, Initial Purchase Payment, Owner(s), Owner's Age, Annuitant(s), Annuitant's Age, Annuitant's Sex, and Annuity Date | Customer specific information that will change for each contract issue. These items are completed, as applicable, depending on the circumstances of each particular Owner and Annuitant and the information contained in the application. |
| 3A | Minimum Purchase Payment Amount for Non-Qualified Contracts [\$10,000] | Current Minimum Purchase Payment Amount for Non-Qualified Contracts is shown. Any change in this amount will be displayed. The range is \$1,000 to \$100,000. |
| 3A | Minimum Additional Purchase Amount for Non-Qualified Contracts [\$250] | Current Minimum Additional Purchase Amount for Non-Qualified Contracts is shown. Any change in this amount will be displayed. The range is \$1 to \$1,000. |
| 3A | Minimum Purchase Payment Amount for Qualified Contracts [\$2,000] | Current Minimum Purchase Payment Amount for Qualified Contracts is shown. Any change in this amount will be displayed. The range is \$1,000 to \$100,000. |
| 3A | Minimum Additional Purchase Amount for Qualified Contracts [\$50] | Current Minimum Additional Purchase Amount for Qualified Contracts is shown. Any change in this amount will be displayed. The range is \$1 to \$1,000. |
| 3A | Maximum Purchase Payment Amount Without Home Office Approval [\$1,000,000] | Current Maximum Purchase Payment Amount Without Home Office Approval is shown. Any change in this amount will be displayed. The range is \$250,000 to \$1,000,000. |
| 3A | Minimum Contract Value to Avoid Contract Termination [\$1,000] | Current Minimum Contract Value to Avoid Contract Termination is shown. Any change in this amount will be displayed. The range is \$1 to \$25,000. |
| 3A | Maximum Owner(s) and/or Annuitant(s) Age [90] | Current Maximum Owner(s) and/or Annuitant(s) Age is shown. Any change to this amount will be displayed. The range is 75-94 years. |
| 3A | Minimum Annuitization Amount [\$10,000] | Current Minimum Annuitization Amount is shown. Any change to this amount will be displayed. The range is \$1,000 to \$50,000. |
| 3A | Minimum Annuity Payment [\$250] | Current Minimum Annuity Payment is shown. Any change to this amount will be displayed. The range is \$100 to \$500. |
| 3A | Minimum Withdrawal Amounts <ul style="list-style-type: none"> • [\$500] for each unscheduled Withdrawal • [\$250] for each systematic Withdrawal • [\$100] for each systematic Withdrawal paid by | <p>Current Minimum Withdrawal Amounts are shown. Any change to these amounts will be displayed.</p> <p>The range for each unscheduled Withdrawal is \$1 to \$1,000</p> <p>The range for each systematic Withdrawal is \$1 to \$1,000</p> |

| | | |
|----|---|---|
| | electronic funds transfer (EFT) | The range for each systematic Withdrawal by electronic funds transfer is \$1 to \$1,000. |
| 3B | Annual Fee [\$50] | Current Annual Fee is shown. Any change in this amount will be displayed. The range is \$1 to \$100. |
| 3B | Net Contract Value needed to waive Annual Fee [\$50,000] | Current Net Contract Value needed to waive Annual Fee is shown. Any change in this amount will be displayed. The range is \$1,000 to \$100,000. |
| 3B | Optional Riders | The optional riders that are currently available for the contract are shown. If a rider is selected, it will be listed in this section. From time to time, we may add, change, or delete those riders without prior approval. Newly added riders will only be those previously approved. If no rider is selected, the Optional Riders section will be omitted entirely. |
| 3B | DCA Plus Fixed Option Guarantee Terms and Rates | The current terms and interest rates for each Guarantee Term under the DCA Plus Fixed Option that is in effect at the time the contract is issued will be displayed. The interest rate established for the DCA Plus Fixed Option will never be less than an effective annual rate of 1.00%. If the DCA Plus Fixed Option is no longer offered, this section will be omitted entirely. |
| 3C | Investment Options | The Variable Investment Options shown are those currently available under the contract to which Purchase Payments may be allocated. From time to time, we may add, change, or delete those Variable Investment Options without prior approval unless the new fund significantly alters the underlying structure of the contract. |
| 3D | Service Center Address | Current service center address is shown. In the event of a change in the address of our Service Center, the new address will be shown. |
| 3D | Hours of Operation, Telephone Numbers, and Website Address. | Current hours of operation, telephone numbers, and website address are shown. Our hours of operation, telephone numbers, and website address may change in the future. The new information will be shown accordingly. |
| 3D | Department of Insurance Phone Number | The current phone number for the Department of Insurance for the state in which the Contract is issued in will be displayed. This information is contract specific and will change for each issued Contract. |

Individual Deferred Variable Annuity Application Form No. 25-1252

| Page No. | Bracketed (Variable) Text | Explanation of Variability/Range of Variables |
|----------|---|---|
| 1 | Product Marketing Name | The name of the product applied for will be displayed. The current marketing name is Pacific Choice SM |
| 1 | Company Addresses, website, and Toll-Free Telephone Numbers | Current information shown. In the event of a change in the company address, internet address, and/or toll-free telephone numbers, the new information will be shown, accordingly. |
| 1 | Section 4 - Death Benefit Coverage | The optional rider listed is currently available for the product applied for. We will add new riders and remove those riders that are no longer available. Any new optional rider added to this section will only be those optional riders that have been previously approved. If no optional Death Benefit riders are available, the following text will appear: "NOTE: There are no optional death benefit riders available at this time." |
| 1-7 | Barcode and Date | Barcodes will be assigned to this form as necessary and will change from time to time. The most current barcode revision date will be displayed to the left of the barcode. |
| 3 | Section 9 - Contract Type – Non-qualified, IRA, SIMPLE IRA, SEP-IRA, Roth IRA, TSA/403(b), 401(a), 401(k), 457(b), 457(b)-501(c), Keogh/HR-10, Individual(k). | The contract may be issued in connection with any of the contract types indicated in this space. From time to time, we may add new contract types and remove those contract types that are no longer available or for which new sales have been discontinued. |
| 3 | Section 9 - Contract Type – ¹ For trust-owned contracts, complete Trustee Certification and Disclosure. ² For non-qualified contracts, if Owner is a non-natural person or corporation, complete Non-Natural or Corporate-Owned Disclosure Statement. ³ For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification. ⁴ Complete SIMPLE IRA Employer Information. ⁵ Complete TSA Certification. ⁶ Complete Qualified Plan and 457(b) Plan Disclosure. ⁷ Complete Individual(k) Qualified Plan Disclosure. | The references to internal forms shown in this space are their current titles. These references and their titles may change from time to time. |
| 3 | Section 10 - Initial Purchase Payment | The text "Make check payable to Pacific Life Insurance Company" may be removed if we feel it is no longer needed. |
| 3 | Section 12 – Optional Riders | The optional riders listed are those currently available for the product applied for. We will add new riders and remove those riders that are no longer available. Any new optional rider added to this section will only be those optional riders that have been previously approved. |
| 4 | Section 13 – Dollar Cost Averaging | The descriptive references to investment portfolios may change from time to time. The references to internal forms and their titles may change from time to time. Additionally, the guarantee terms shown are those currently available under the contract to which Purchase Payments may be allocated. If the Contract does not offer a DCA Plus Fixed Term option, or if we discontinue offering the DCA Plus Fixed Term option, the following language will appear "Note: The DCA Plus Fixed Term Option is not available with this contract". |
| 4 | Section 14 - Rebalancing | The rebalance schedules that are available under the Contract. All or any combination of the options shown could be displayed. |
| 4 | Section 16 – Fraud Notice | The fraud notices shown may change in the future due to specific state requirements. |
| 5-6 | Section 17 - Allocation Options | The descriptive references to investment portfolios may change from time to time. The variable investment options within each Category shown are those currently available. From time to time, we may add, change or delete those variable investment options without prior approval unless the change significantly alters the underlying structure of the contract. |
| 7 | Section 19 - Registered Representative's Statement – Option Box | The commission schedules available under the Contract in which the Registered Representative can choose from are displayed here. If there are no commission schedules available under the Contract, this box will not appear. We have bracketed the commission options A B C and D to allow for future additions or deletions within the stated options, i.e, each option will either appear or not appear. The range of commission options is A, B, C, D, E, F, and G. |
| 7 | Section 19 – Mailing Address | Current information shown. In the event of a change in the company address, the new information will be shown. |

Individual Variable Annuity Rider Form No. 20-1264

| Page No. | Bracketed (Variable) Text | Explanation of Variability/Range of Variables |
|-----------------|--|--|
| 1 | Company Addresses & Toll-Free Telephone Number | Current information shown. In the event of a change in the company address and/or toll-free telephone numbers, the new information will be shown, accordingly. |
| 1-2 | Maximum Issue Age | The Maximum Issue Age for this rider is currently shown. Any change in this amount will be displayed. The range will be between 50 and 94 years old. |
| 2 | Officer Signatures and Titles | In the event of a change in company officers, the new company officer's signature and title will be shown. |

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

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

| <u>Form Number</u> | <u>Form Description</u> |
|---------------------------|--|
| 10-1252 | Individual Flexible Premium Deferred Variable Annuity Contract |
| 10-1252-CS-3 | Contract Specifications Page |
| 10-1252-CS-5 | Contract Specifications Page |
| 10-1253 | Individual Flexible Premium Deferred Variable Annuity Contract |
| 25-1252 | Individual Deferred Variable Annuity Application |
| 20-1264 | Stepped-up Death Benefit II Rider |

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



Company Officer

Nancy A. Hill

Name

Assistant Vice President Compliance

Title

December 19, 2012

Date

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

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

| <u>Form Number</u> | <u>Form Description</u> |
|---------------------------|--|
| 10-1252 | Individual Flexible Premium Deferred Variable Annuity Contract |
| 10-1252-CS-3 | Contract Specifications Page |
| 10-1252-CS-5 | Contract Specifications Page |
| 10-1253 | Individual Flexible Premium Deferred Variable Annuity Contract |
| 25-1252 | Individual Deferred Variable Annuity Application |
| 20-1264 | Stepped-up Death Benefit II Rider |

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



Company Officer

Nancy A. Hill

Name

Assistant Vice President Compliance

Title

December 19, 2012

Date

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

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: 10-1252

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



Company Officer

Jonathan Wallentine, FSA, MAAA

Name

Director of Product Pricing

Title

December 19, 2012

Date