

State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: Riders
Project Name/Number: Riders/20-1266

Filing at a Glance

Company: Pacific Life Insurance Company
Product Name: Riders
State: Arkansas
TOI: A03I Individual Annuities - Deferred Variable
Sub-TOI: A03I.002 Flexible Premium
Filing Type: Form
Date Submitted: 12/28/2012
SERFF Tr Num: PACL-128829125
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: QUALIFIED PLAN RIDERS

Implementation
Date Requested:
Author(s): Maysy Novak, Brian Deleget, Craig Hopkins
Reviewer(s): Linda Bird (primary)
Disposition Date: 01/07/2013
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

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General Information

Project Name: Riders
 Project Number: 20-1266
 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
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

The forms submitted are new and do not replace any previously approved forms. These are basic qualified plan riders that will accompany contracts used to fund 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, IRAs, Roth IRAs and 457.

These forms will be available on or after May 1, 2013 on all newly issued contracts as detailed below, or subsequently approved by the Department:

Form No.	Approved Date	SERFF Tracking No.
10-1252	-Pending	PACL-128804167
10-1253	- Pending	PACL-128804167
10-10300	- 11/25/02	- N/A
10-1107	- 1/31/06	- USPH-6L4R2B106
10-1128	- 1/12/06	- USPH-6K8MUR948
10-1130	- 9/15/06	- USPH-6T8LDL846
10-1185 and 10-1185-L	- 8/4/10	- PACL-126708889
10-17800	- 4/4/03	- USPH-5L3VPU266
10-1221	- 6/24/11	- PACL-127245848
10-1225	- 1/25/12	- PACL-127859501
10-1170	- 9/28/09	- PACL-126272908
10-1212	- 8/29/11	- PACL-127345107
30-1165-1	- 9/18/09	- PACL-126301537

State: Arkansas **Filing Company:** Pacific Life Insurance Company
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30-1173 - 1/4/10 - PACL-126369763
 30-1181 - 7/23/10 - PACL-126725200
 30-1209 - 8/26/ 11 - PACL-127281381
 30-1228 - 3/2/12 - PACL-128126800
 30-1229 and 30-1229-R - 2/7/12 - PACL-128046408

Statement of Variability

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 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
 Director, Compliance

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]

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

State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium
Product Name: Riders
Project Name/Number: Riders/20-1266

Retaliatory? No

Fee Explanation:

Per Company: No

Company	Amount	Date Processed	Transaction #
Pacific Life Insurance Company	\$300.00	12/28/2012	66087449

SERFF Tracking #:

PACL-128829125

State Tracking #:

Company Tracking #:

QUALIFIED PLAN RIDERS

State:

Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI:

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

Product Name:

Riders

Project Name/Number:

Riders/20-1266

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/07/2013	01/07/2013

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

Disposition Date: 01/07/2013

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 Retirement Annuity ("IRA") Rider		Yes
Form	Roth Individual Retirement Annuity ("Roth IRA") Rider		Yes
Form	SIMPLE Individual Retirement Annuity Rider		Yes
Form	Qualified Retirement Plan Rider		Yes
Form	403(b) Tax Sheltered Annuity Rider		Yes
Form	Section 457 Plan Rider		Yes

State: Arkansas

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Pacific Life Insurance Company

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Product Name: Riders

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Form Schedule

Lead Form Number: 20-1266

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Individual Retirement Annuity ("IRA") Rider	20-1266	POLA	Initial		0.000	20-1266 IRA Rider.pdf
2		Roth Individual Retirement Annuity ("Roth IRA") Rider	20-1267	POLA	Initial		0.000	20-1267 Roth IRA Rider.pdf
3		SIMPLE Individual Retirement Annuity Rider	20-1268	POLA	Initial		0.000	20-1268 SIMPLE IRA Rider.pdf
4		Qualified Retirement Plan Rider	20-1269	POLA	Initial		0.000	20-1269 Qualified Plan Rider.pdf
5		403(b) Tax Sheltered Annuity Rider	20-1270	POLA	Initial		0.000	20-1270 403b TSA Rider.pdf
6		Section 457 Plan Rider	20-1271	POLA	Initial		0.000	20-1271 457 Plan Rider.pdf

Form Type Legend:

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

SERFF Tracking #:

PACL-128829125

State Tracking #:

Company Tracking #:

QUALIFIED PLAN RIDERS

State:

Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI:

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

Product Name:

Riders

Project Name/Number:

Riders/20-1266

POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages
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INDIVIDUAL RETIREMENT ANNUITY (“IRA”) RIDER

This Rider is a part of the Contract to which it is attached (the Contract) by Pacific Life Insurance Company (the Company). This Rider expires concurrently with the Contract and is subject to all provisions, definitions, limitations and conditions of the Contract not changed by this Rider.

The Contract is hereby modified as specified below in order to qualify as an Individual Retirement Annuity (IRA) under Code Section 408 (other than a Roth IRA or a SIMPLE IRA, as defined below).

The provisions of this Rider shall control if they are in conflict with those of the Contract.

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A. Definitions

Annuitant - The individual named as a measuring life for periodic annuity payments under the Contract.

Annuity Start Date - The first day of the first period for which an amount is received as an annuity under the Contract (taking any Separate Shares into account), as provided in Code Section 72(c)(4) and any Regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has elected most recently under the Contract, 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 such annuity payments actually begin under the Contract (taking any Separate Shares into account).

Applicable Designation Date - September 30 of the calendar year next following the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-4, Q&A-4.

Applicable Distribution Period - The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

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

Company - Pacific Life Insurance Company.

Compensation - Wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included the service described in Code Section 1402(c)(6). Compensation does not include amounts derived from or received as earnings and profits from property (including, but not limited to, interest and dividends) or amounts not includible in gross income (determined without regard to the military compensation exclusion in Code Section 112). Compensation also does not include any amount received as pension or annuity income or as deferred compensation. Compensation shall include any amount includible in the individual's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A), and differential wage payments for uniformed service members, as defined in Code Section 3401(h)(2).

Contract or Policy - The attached contract, policy or certificate issued by the Company as an IRA.

Contributions - The Purchase Payments, premiums, rollovers or other contributions received by the Company under the Contract.

Designated Beneficiary or DB - An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Reg. § 1.401(a)(9)-4. Generally, an individual must be such a beneficiary as of the Owner's date of death and remain such a beneficiary until the Applicable Designation Date in order to be treated as a Designated Beneficiary.

DB Election Date - The date that is 30 days prior to the DB Required Beginning Date.

DB Required Beginning Date - December 31 of the calendar year next following the Owner's Year of Death.

Distribution Year - A calendar year for which an RMD is required. The first Distribution Year is the calendar year in which the Owner attains age 70 ½ (or, where applicable under Reg. § 1.401(a)(9)-5, Q&A-1(b), the calendar year next following the Owner's Year of Death). Each subsequent calendar year is also a Distribution Year.

IRA - An individual retirement account or individual retirement annuity under Code Section 408.

IRS - Internal Revenue Service.

Life Expectancy - The life expectancy of one or more individuals as determined by using the appropriate table in Reg. § 1.401(a)(9)-9.

Measuring Designated Beneficiary - The Designated Beneficiary as of the DB Required Beginning Date whose Life Expectancy is used under Reg. § 1.401(a)(9)-4 and § 1.401(a)(9)-5, Q&A-7, to determine any Applicable Distribution Period as of such date. If as of the Applicable Designation Date any trust, estate or other entity is treated under Reg. § 1.401(a)(9)-4, Q&A-3 and Q&A-5, as a beneficiary under the Contract (taking any Separate Shares into account), the Contract shall be deemed to have no Measuring Designated Beneficiary. If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has more than one Designated Beneficiary (and no entity beneficiary), the Measuring Designated Beneficiary is the Designated Beneficiary with the shortest Life Expectancy as of such date.

Non-Roth IRA - An IRA that is not a Roth IRA.

Notice Date - The day on which the Company receives, in a form satisfactory to the Company, proof of death and instructions satisfactory to the Company regarding payment of death benefit proceeds.

Owner or you - The natural person who is the beneficial owner of the Contract.

Owner's Election Date - December 1 of the calendar year in which the Owner attains age 70 ½.

Owner's Year of Death - The calendar year in which the Owner dies.

Plan - A tax-qualified retirement plan or arrangement, including an IRA.

QDRO - A qualified domestic relations order under Code Section 414(p).

Regulation or Reg. - A regulation issued or proposed pursuant to the Code.

Required Beginning Date - April 1 of the calendar year next following the calendar year in which the Owner reaches age 70 ½. If distributions hereunder commence prior to such date under an annuity option that provides for distributions that are made in accordance with Reg. § 1.401(a)(9)-6, Q&A-1, then the Annuity Start Date shall be treated as the Required Beginning Date in accordance with Reg. § 1.401(a)(9)-6, Q&A-10.

RMD - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

Roth IRA - An IRA under Code Section 408A.

Separate Share - A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Reg. § 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Reg. § 1.401(a)(9)-8, Q&A-6(b)(1). A Separate Share shall be treated as a separate contract for RMD purposes and Sections B.8 and B.9 below.

SEP - A Simplified Employee Pension form of IRA under Code Section 408(k).

SIMPLE IRA - A SIMPLE IRA under Code Section 408(p).

Spouse - The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Reg. § 1.401(a)(9)-8, Q&A-6.

Spouse's Continuation Election Date - The date that is 30 days prior to the earlier of the Spouse's Required Beginning Date or December 31 of the fifth calendar year after the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-3, Q&A-4(c).

Spouse's Required Beginning Date - The later of December 31 of the calendar year next following the Owner's Year of Death or December 31 of the calendar year in which the deceased Owner would have attained age 70 ½.

Spouse's Year of Death - The calendar year in which the Surviving Spouse dies.

Surviving Spouse - The surviving Spouse of a deceased Owner.

B. IRA Provisions

1. **Annuitant is Owner** - The Annuitant shall be at all times the Owner of the Contract (or its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable, and the Contract shall be for the exclusive benefit of such Owner and his or her beneficiaries.
2. **Benefits Not Transferable** - No benefits under the Contract may be transferred, sold, assigned, borrowed, or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person; except that the Contract may be transferred to a former or separated spouse of the Owner under a divorce or separation instrument described in Code Section 408(d)(6). In the event of such a transfer, the transferee shall be treated for all purposes as the Owner under the Contract.
3. **Contributions for Traditional IRA** - Except in the case of a "rollover" Contribution permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16) or a Contribution made in accordance with the terms of a SEP, the Contributions paid under the Contract must be paid in cash, and for any calendar year may not exceed the lesser of the Owner's Compensation for such year or \$5,000. For years after 2008, the \$5,000 limit is indexed for cost-of-living adjustments under Code Section 219(b)(5)(D) at \$500 increments.
 - (a) For an Owner age 50 or older, the \$5,000 limit is increased by \$1,000.
 - (b) However, for any calendar year in which the Owner has attained age 70½ or for any inherited IRA, the total Contribution limit is reduced to zero under Code Section 219(d)(1) or (4).
 - (c) Despite any limit on Contributions, an individual may make a repayment of (i) a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or (ii) a distribution for a federally declared disaster when authorized.
 - (d) The Owner shall have the sole responsibility for determining whether any Contribution satisfies applicable income tax requirements.
4. **SEP Contributions** - If the Contract is issued as part of a SEP, Contributions must be made in accordance with the written terms of the SEP and Code Section 408(k), and must be paid in cash.
5. **SIMPLE Plan Prohibitions** - No Contribution shall be allowed into the Contract under a SIMPLE IRA Plan established by an employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA Plan shall be allowed into the Contract from a SIMPLE IRA prior to the expiration of the 2-year period beginning on the date the individual Owner first participated in that employer's SIMPLE IRA Plan.
6. **Flexible Premiums** - Any premium or Purchase Payment under the Contract (after the initial payment) is not fixed, but may not be less than any minimum amount stated in the Contract Schedule.
7. **Refunds** - Any premium refund declared by the Company under the Contract, other than a refund attributable to an excess Contribution, shall be applied toward the purchase of additional benefits or the payment of future premiums before the close of the calendar year following the calendar year of the refund.

8. **Required Minimum Distributions (RMDs)** - The Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental death benefit rules in Code Sections 401(a)(9), 408(a)(6) and 408(b)(3) and the Regulations relating thereto, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract (or offered by the Company) that does not satisfy the requirements of this Section B.8 or Code Section 401(a)(9) shall not be permitted. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009):

(a) The entire interest under the Contract shall be distributed:

- (i) No later than the Required Beginning Date, or
- (ii) By periodic distributions, starting no later than the Required Beginning Date, over the Owner's life or the lives of the Owner and a Designated Beneficiary (or over a period not extending beyond the Owner's Life Expectancy or the joint and last survivor Life Expectancy of the Owner and a Designated Beneficiary).

(b) RMDs shall be made in accordance with the Regulations under Code Sections 401(a)(9) and 408(b)(3) and related Code provisions. Accordingly:

- (i) If the Owner has not elected otherwise in writing to the Company by the Owner's Election Date to have the Owner's entire interest distributed under another method available under the Contract (or offered by the Company) that qualifies under Code Section 401(a)(9) (e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2), the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined under Reg. § 1.401(a)(9)-6, Q&A-12, and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes -
 - (1) The Applicable Distribution Period is determined by using the Uniform Lifetime Table in Reg. § 1.401(a)(9)-9, Q&A-2, in accordance with Reg. § 1.401(a)(9)-5, Q&A-4(a), or
 - (2) If the Owner's spouse is treated as the sole Designated Beneficiary for the Contract (taking any Separate Shares into account) for the Distribution Year under Reg. § 1.401(a)(9)-5, Q&A-4(b), the Applicable Distribution Period is the longer of the distribution period under subparagraph (1) immediately above or the joint Life Expectancy of the Owner and such spouse, recalculated annually and based on their attained ages as of their birthdays in such Distribution Year, as reflected in the Joint and Last Survivor Table in Reg. § 1.401(a)(9)-9, Q&A-3.

Such RMD must be distributed no later than the Required Beginning Date for the first Distribution Year, and for each subsequent Distribution Year by December 31 thereof. However, the Owner may arrange to have any portion (or all) of such RMD distributed from another Non-Roth IRA owned by such Owner (rather than from the Contract), in accordance with Reg. § 1.408-8, Q&A-9. If the Owner dies on or after the Required Beginning Date, an RMD is required for the Owner's Year of Death, determined as if the Owner had lived throughout that year.

- (ii) As of the Owner's Election Date or at any time thereafter (on 30 days notice to the Company), the Owner may elect in writing to have any portion or all of the undistributed interest under the Contract applied to an annuity option available under the Contract (or offered by the Company) that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a), in accordance with Reg. § 1.401(a)(9)-8, Q&A-2(a)(3). Such an annuity option must make annuity or other periodic payments at intervals no longer than one year, and must satisfy the other requirements of Reg. § 1.401(a)(9)-6, including:

- (1) Life annuity or a joint and survivor annuity. The Owner must be a measuring life under any life annuity elected during the Owner's lifetime. Any periodic annuity payment to any survivor under a joint and survivor annuity may not exceed the applicable percentage of the annuity payment to the Owner and other limits, as provided in Reg. § 1.401(a)(9)-6, Q&A-2.
 - (2) Life (or joint and survivor) annuity with period certain. The amounts and duration of the annuity payments must satisfy the requirements in Reg. § 1.401(a)(9)-6, Q&A-1(b) and Q&A-2(d).
 - (3) Period certain annuity without a life contingency. The period certain may not exceed the maximum period specified in Reg. § 1.401(a)(9)-6, Q&A-3 and Q&A-10(b).
 - (4) Annuity payments may not be in increasing amounts, except as allowed by Reg. § 1.401(a)(9)-6, Q&A-1(a) or Q&A-14.
- (c) The Owner or the Owner's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this Rider and applicable income tax requirements.

9. **RMDs upon Owner's Death** - Upon the Owner's death, RMDs shall be made under the Contract in accordance with this Section B.9 and Code Section 401(a)(9) (and other Code provisions and Regulations relating thereto). Accordingly, selection of any annuity or other distribution option described in the Contract (or offered by the Company) that does not satisfy the requirements of this Section B.9 or Code Section 401(a)(9) shall not be permitted.

- (a) If the Owner dies before distribution of his or her interest in the Contract has begun in accordance with paragraph 8(a) above, the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Owner's Year of Death, except to the extent that paragraph 9(c) or (d) below applies.
- (b) If the Owner dies after distribution of the Owner's interest in the Contract has begun in accordance with paragraph 8(a) above but before the Owner's entire interest has been distributed, the remaining interest shall be distributed at least as rapidly as under the method of distribution being used immediately prior to the Owner's death, except to the extent that paragraph 9(c) or (d) below applies. To the extent that the Contract has no annuity payout option in effect and no Measuring Designated Beneficiary as of the Applicable Designation Date (and paragraph 9(c) and (d) do not apply), then the Applicable Distribution Period shall be determined by the Owner's remaining Life Expectancy, using the Owner's age as of the Owner's birthday in the Owner's Year of Death. For Distribution Years after the Owner's Year of Death such Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the Owner's Year of Death.
- (c) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking any Separate Shares into account) as of the Applicable Designation Date, then -
 - (i) If no irrevocable written election to the contrary has been filed with the Company by the deceased Owner or the Surviving Spouse prior to the Spouse's Continuation Election Date, the Contract shall continue in the name of the deceased Owner, and RMDs must begin by the Spouse's Required Beginning Date and be made in accordance with Section B.8 above. For these purposes, the Applicable Distribution Period for each Distribution Year after the Owner's Year of Death -
 - (1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and
 - (2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). If the Surviving Spouse dies before the Spouse's Required Beginning Date for such a continued Contract, then the Surviving Spouse shall be treated as the deceased Owner for purposes of this Section B.9 (except that any surviving spouse of such a deceased Surviving Spouse cannot continue the Contract further under this subparagraph (i) as a Surviving Spouse). Any Surviving Spouse may arrange to have any portion (or all) of any RMD that is distributable with respect to such Surviving Spouse's interest in the Contract distributed from another Non-Roth IRA formerly owned by the deceased Owner for which such Surviving Spouse is also a designated beneficiary (rather than from the Contract), in accordance with Reg. § 1.408-8, Q&A-9.

- (ii) The Surviving Spouse may elect at any time to treat the entire remaining interest in the Contract as an IRA of such Surviving Spouse, if such Surviving Spouse has an unlimited right to withdraw amounts from the Contract and is the sole beneficiary of the Contract, within the meaning of Reg. § 1.408-8, Q&A-5(a). Such an eligible Surviving Spouse shall make such an election by a written request to the Company to redesignate such Surviving Spouse as the Owner and Annuitant of the Contract. Such an eligible Surviving Spouse shall be deemed to have made such an election if either -
 - (1) Such Surviving Spouse makes any transfer, rollover or other Contribution of any amount for the benefit of such Surviving Spouse into the Contract, or
 - (2) Such Surviving Spouse directs the Company in writing to transfer or rollover any part or all of the assets to which such Surviving Spouse is entitled under the Contract to another IRA owned by such Surviving Spouse or to another Plan for the benefit of such Surviving Spouse, or
 - (3) Any RMD that is required to be distributed from the Contract under this Section B.9 or under Code Section 401(a)(9) (e.g., in the case of any amount rolled over or transferred into the Contract from a Plan) is not distributed within the appropriate time.
- (iii) The Surviving Spouse may make an irrevocable election in writing with the Company by the Spouse's Continuation Election Date to have such Surviving Spouse's entire interest under the Contract distributed under another method available under the Contract (or offered by the Company) that qualifies under Code Section 401(a)(9), e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:
 - (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the Spouse's Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the Spouse's Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(c)(i) above.
- (d) If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has at least one Designated Beneficiary and no entity (e.g., a trust or estate) is treated under Reg. § 1.401(a)(9)-4, Q&A-3 and Q&A-5, as a beneficiary under the Contract, then -
 - (i) To the extent that no irrevocable election to the contrary has been filed with the Company by the deceased Owner or any such Designated Beneficiary by the DB Election Date (and no Surviving Spouse is the sole Designated Beneficiary), then annual distributions of the remaining interest in the Contract must be made over the Applicable Distribution Period starting with the DB Required Beginning Date. In that case, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 8(b)(i) above) by the Applicable Distribution Period. For these purposes -

- (1) The Applicable Distribution Period for the Distribution Year next following the Owner's Year of Death is determined by the Measuring Designated Beneficiary's remaining Life Expectancy, using such beneficiary's age as of such beneficiary's birthday in such Distribution Year; and
- (2) For a subsequent Distribution Year the Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the calendar year next following the Owner's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). Such RMD amount must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31 thereof. However, any Designated Beneficiary may arrange to have any portion (or all) of such RMD (that is distributable with respect to such beneficiary's interest in the Contract) distributed from another Non-Roth IRA formerly owned by such deceased Owner for which such beneficiary is also a designated beneficiary (rather than from the Contract), in accordance with Reg. § 1.408-8, Q&A-9.

- (ii) Any such Designated Beneficiary may make an irrevocable election in writing with the Company by the DB Election Date to have such Designated Beneficiary's entire interest under the Contract distributed under another method available under the Contract (or offered by the Company) that qualifies under Code Section 401(a)(9), e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:
 - (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(d)(i) above.
- (e) Any amount payable to a minor child of the Owner shall be treated as if it is payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such Spouse when such child reaches the age of majority, in accordance with Reg. § 1.401(a)(9)-6, Q&A-15.
- (f) Unless the Owner has provided to the contrary in writing to the Company (e.g., by selecting a certain annuity option), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to the Company, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5, Q&A-1(e).
- (g) If the Owner dies before the entire interest under the Contract has been distributed, no additional cash Contributions or rollover Contributions shall be allowed into the Contract, except where the Surviving Spouse elects (or is deemed to elect) to convert the Contract to be his or her own IRA, as specified above in this Section B.9.

10. **Annual Reports** - The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.

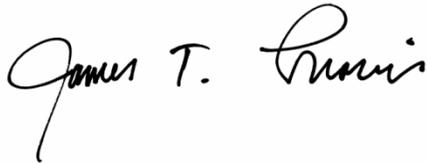
C. Tax Qualification Provisions

The Contract as amended by this Rider is intended to qualify as part of a tax-qualified individual retirement arrangement, plan or contract under Code Section 408, and to satisfy the applicable requirements of Code Section 408 and any Regulations relating thereto. To achieve these purposes, the provisions of this Rider and the Contract (including any other rider or endorsement that does not

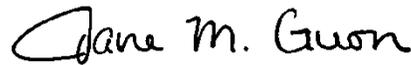
specifically override these tax qualification provisions) are to be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations, and the Contract shall be subject to separate accounting (e.g., for undistributed excess Contributions or RMDs, with earnings thereon), subdivision or severance (e.g., into an annuity contract that is subject to Code Section 72(s) provisions) to maintain such a tax qualification (including the favorable tax treatment of the Contract or any distribution thereunder), to the maximum extent possible. The Company reserves the right to amend this Rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). The Company will send you a copy of any such amendment.

All other terms and conditions of your Contract remain unchanged.

PACIFIC LIFE INSURANCE COMPANY



[Chairman and Chief Executive Officer



Secretary]



ROTH INDIVIDUAL RETIREMENT ANNUITY (“ROTH IRA”) RIDER

This Rider is a part of the Contract to which it is attached (the Contract) by Pacific Life Insurance Company (the Company). This Rider expires concurrently with the Contract and is subject to all provisions, definitions, limitations and conditions of the Contract not changed by this Rider.

The Contract is hereby modified as specified below in order to qualify as a Roth Individual Retirement Annuity (Roth IRA) under Code Section 408A.

The provisions of this Rider shall control if they are in conflict with those of the Contract.

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A. Definitions

Annuitant - The individual named as a measuring life for periodic annuity payments under the Contract.

Annuity Start Date - The first day of the first period for which an amount is received as an annuity under the Contract (taking any Separate Shares into account), as provided in Code Section 72(c)(4) and any regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has elected most recently under the Contract, 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 under the Contract (taking any Separate Shares into account).

Applicable Designation Date - September 30 of the calendar year next following the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-4, Q&A-4.

Applicable Distribution Period - The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

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

Company - Pacific Life Insurance Company.

Compensation - Wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included the service described in Code Section 1402(c)(6). Compensation does not include amounts derived from or received as earnings and profits from property (including, but not limited to, interest and dividends) or amounts not includible in gross income (determined without the military compensation exclusion in Code Section 112). Compensation also does not include any amount received as pension or annuity income or as deferred compensation. Compensation shall include differential wage payments for uniformed service members, as defined in Code Section 3401(h)(2), and any amount includible in the individual's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a Non-Roth IRA.

Contract or Policy - The attached contract, policy or certificate issued by the Company as a Roth IRA.

Contributions - The Purchase Payments, premiums, rollovers or other contributions received by the Company under the Contract.

Designated Beneficiary or DB - An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Reg. § 1.401(a)(9)-4. Generally, an individual must be such a beneficiary as of the Owner's date of death and remain such a beneficiary until the Applicable Designation Date in order to be treated as a Designated Beneficiary.

DB Election Date - The date that is 30 days prior to the DB Required Beginning Date.

DB Required Beginning Date - December 31 of the calendar year next following the Owner's Year of Death.

Distribution Year - A calendar year for which an RMD is required. The first Distribution Year is the calendar year that contains the DB Required Beginning Date or the Spouse Required Beginning Date, whichever is applicable. Each subsequent calendar year is also a Distribution Year.

IRA - An individual retirement account or individual retirement annuity under Code Section 408.

IRS - Internal Revenue Service.

Life Expectancy - The life expectancy of one or more individuals as determined by using the appropriate table in Reg. § 1.401(a)(9)-9.

Measuring Designated Beneficiary - The Designated Beneficiary as of the DB Required Beginning Date whose Life Expectancy is used under Reg. § 1.401(a)(9)-4 and § 1.401(a)(9)-5, Q&A-7, to determine any Applicable Distribution Period as of such date. If as of the Applicable Designation Date any trust, estate or other entity is treated under Reg. § 1.401(a)(9)-4, Q&A-3 and Q&A-5, as a beneficiary under the Contract (taking any Separate Shares into account), the Contract shall be deemed to have no Measuring Designated Beneficiary. If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has more than one Designated Beneficiary (and no entity beneficiary), the Measuring Designated Beneficiary is the Designated Beneficiary with the shortest Life Expectancy as of such date.

Non-Roth IRA - An IRA that is not a Roth IRA.

Notice Date - The day on which the Company receives, in a form satisfactory to the Company, proof of death and instructions satisfactory to the Company regarding payment of death benefit proceeds.

Owner or you - The natural person who is the beneficial owner of the Contract.

Owner's Year of Death - The calendar year in which the Owner dies.

Plan - A tax-qualified retirement plan or arrangement, including an IRA.

Qualified Rollover Contribution - A rollover contribution defined in Code Section 408A(e). See Section B.3 below.

QDRO - A qualified domestic relations order under Code Section 414(p).

Regulation or Reg. - A regulation issued or proposed pursuant to the Code.

RMD - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

Roth IRA - An IRA under Code Section 408A.

Separate Share - A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Reg. § 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Reg. § 1.401(a)(9)-8, Q&A-6(b)(1). A Separate Share shall be treated as a separate contract for RMD purposes and Section B.6 below.

SEP - A Simplified Employee Pension form of IRA under Code Section 408(k).

SIMPLE IRA - A SIMPLE IRA under Code Section 408(p).

Spouse - The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Reg. § 1.401(a)(9)-8, Q&A-6.

Spouse's Continuation Election Date - The date that is 30 days prior to the earlier of the Spouse's Required Beginning Date or December 31 of the fifth calendar year after the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-3, Q&A-4(c).

Spouse's Required Beginning Date - The later of December 31 of the calendar year next following the Owner's Year of Death or December 31 of the calendar year in which the deceased Owner would have attained age 70 ½.

Spouse's Year of Death - The calendar year in which the Surviving Spouse dies.

Surviving Spouse - The surviving Spouse of a deceased Owner.

B. Roth IRA Provisions

1. **Annuitant is Owner** - The Annuitant shall be at all times the Owner of the Contract (or its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable, and the Contract shall be for the exclusive benefit of such Owner and his or her beneficiaries.
2. **Benefits Not Transferable** - No benefits under the Contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person; except that the Contract may be transferred to a former or separated spouse of the Owner under a divorce or separation instrument described in Code Section 408(d)(6). In the event of such a transfer, the transferee shall be treated for all purposes as the Owner under the Contract.
3. (a) **Maximum Permissible Amount.** Except in the case of a Qualified Rollover Contribution (described in paragraph 3(c) below) or a recharacterization (defined in paragraph 3(e) below), no Contribution shall be allowed into the Contract unless it is in cash, and for any year the total of such Contributions to all the individual Owner's Roth IRAs for such year does not exceed the lesser of the Owner's Compensation for such year or \$5,000. For years after 2008, the \$5,000 limit is indexed for cost-of-living adjustments under Code Section 219(b)(5)(D) at \$500 increments.

For an Owner age 50 or older the \$5,000 limit is increased by \$1,000.

Such a Contribution is referred to herein as a "regular contribution." Contributions may be limited under paragraphs 3(b) through (d) below, and are not allowed for any inherited IRA.

- (b) **Regular Contribution Limit.** The maximum regular contribution that can be made to all of the Owner's Roth IRAs for a taxable year is the smaller of the amount determined under subparagraph 3(b)(i) or (ii) below.
 - (i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in paragraph 3(f) below) in accordance with the following table:

Filing Status	Full Contribution	Phase-out Range	No Contribution
	Modified AGI		
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married-Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. For years after 2006, the dollar amounts above are adjusted for cost-of-living adjustments under Code Section 408A(c)(3)(D) at \$1,000 increments.

- (ii) If the Owner makes regular contributions to both Roth and Non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular contributions made to the Owner's Non-Roth IRAs for the taxable year (ignoring SIMPLE IRA or SEP contributions pursuant to Code Section 408A(f)(2)).
- (c) **Qualified Rollover Contribution Limit.** A Qualified Rollover Contribution is defined in Code Section 408A(e), and includes a rollover contribution from another Roth IRA or a rollover

contribution of a distribution from an IRA that meets the requirements of Code Section 408(d)(3), except that the one-rollover-per-year rule of Code Section 408(d)(3)(B) does not apply if the rollover contribution is from a Non-Roth IRA. A Qualified Rollover Contribution also includes a rollover from a designated Roth account described in Code Section 402A or a rollover from an eligible retirement plan described in Code Section 402(c)(8)(B).

- (d) **SIMPLE IRA limits.** No Contribution shall be allowed into the Contract under a SIMPLE IRA Plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA Plan shall be allowed into the Contract from a SIMPLE IRA prior to the expiration of the 2-year period beginning on the date the individual Owner first participated in that employer's SIMPLE IRA Plan.
 - (e) **Recharacterization.** A regular contribution to a Non-Roth IRA may be recharacterized pursuant to Reg. § 1.408A-5 as a regular contribution to this Roth IRA, subject to the limits in paragraph 3(b) above.
 - (f) **Modified AGI.** For purposes of paragraphs 3(b) and (c) above, an Owner's modified AGI for a taxable year is defined in Code Section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").
 - (g) Despite any limit on Contributions, an individual may make a repayment of (i) a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or (ii) a distribution for a federally declared disaster when authorized.
 - (h) The Owner shall have the sole responsibility for determining whether any Contribution satisfies applicable income tax requirements.
4. **Flexible Premiums** - Any premium or Purchase Payment under the Contract (after the initial payment) is not fixed, but may not be less than any minimum amount stated in the Contract Schedule.
5. **Refunds** - Any premium refund declared by the Company under the Contract, other than a refund attributable to an excess Contribution, shall be applied toward the purchase of additional benefits or the payment of future premiums before the close of the calendar year following the calendar year of the refund.
6. **Required Minimum Distributions (RMDs) upon Owner's Death** - Upon the Owner's death, the Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental death benefit rules in Code Sections 401(a)(9), 408(a)(6) and 408(b)(3), as modified by Code Section 408A(c)(5), and in the Regulations relating thereto, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract (or offered by the Company) that does not satisfy the requirements of this Section B.6 or Code Section 401(a)(9) shall not be permitted. In addition, each Owner's beneficiary shall have the sole responsibility for requesting or arranging for distributions from his interest that comply with this Rider and applicable income tax requirements. No amount is required to be distributed prior to the Owner's death. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009):
- (a) Upon the Owner's death, the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Owner's Year of Death, except to the extent that paragraph 6(b) or (c) below applies.
 - (b) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking any Separate Shares into account) as of the Applicable Designation Date, then -
 - (i) If no irrevocable written election to the contrary has been filed with the Company by the deceased Owner or the Surviving Spouse prior to the Spouse's Continuation Election Date,

the Contract shall continue in the name of the deceased Owner, and RMDs must begin by the Spouse's Required Beginning Date and be distributed over the Surviving Spouse's remaining Life Expectancy (by December 31 of each subsequent Distribution Year). The RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined under

Reg. § 1.401(a)(9)-6, Q&A-12, and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes, the Applicable Distribution Period for each Distribution Year after the Owner's Year of Death -

- (1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and
- (2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

If the Surviving Spouse dies before the Spouse's Required Beginning Date for such a continued Contract, then the Surviving Spouse shall be treated as the deceased Owner for purposes of this Section B.6 (except that any surviving spouse of such a deceased Surviving Spouse cannot continue the Contract further under this subparagraph (i) as a Surviving Spouse). Any Surviving Spouse may arrange to have any portion (or all) of any RMD that is distributable with respect to such Surviving Spouse's interest in the Contract distributed from another Roth IRA formerly owned by such deceased Owner for which such Surviving Spouse is also a designated beneficiary (rather than from the Contract), in accordance with Reg. § 1.408-8, Q&A-9.

- (ii) The Surviving Spouse may elect at any time to treat the entire remaining interest in the Contract as a Roth IRA of such Surviving Spouse, if such Surviving Spouse has an unlimited right to withdraw amounts from the Contract and is the sole beneficiary of the Contract, within the meaning of Reg. § 1.408-8, Q&A-5(a). Such an eligible Surviving Spouse shall make such an election by a written request to the Company to redesignate such Surviving Spouse as the Owner and Annuitant of the Contract. Such an eligible Surviving Spouse shall be deemed to have made such an election if either -
 - (1) Such Surviving Spouse makes any transfer, rollover or other Contribution of any amount for the benefit of such Surviving Spouse into the Contract, or
 - (2) Such Surviving Spouse directs the Company in writing to transfer or rollover any part or all of the assets to which such Surviving Spouse is entitled under the Contract to another Roth IRA owned by such Surviving Spouse, or
 - (3) Any RMD that is required to be distributed from the Contract under this Section B.6 or under Code Section 401(a)(9) (e.g., in the case of any amount rolled over or transferred into the Contract from a Plan) is not distributed within the appropriate time.
- (iii) The Surviving Spouse may make an irrevocable election in writing with the Company by the Spouse's Continuation Election Date to have such Surviving Spouse's entire interest under the Contract distributed under another method available under the Contract (or offered by the Company) that qualifies under Code Section 401(a)(9), e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 6(a) above, such optional methods include the following:
 - (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the Spouse's Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the Spouse's Required Beginning Date and do not extend beyond the remaining Life Expectancy of such Surviving Spouse.

- (c) If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has at least one Designated Beneficiary and no entity (e.g., a trust or estate) is treated under Reg. § 1.401(a)(9)-4, Q&A-3 and Q&A-5, as a beneficiary under the Contract, then -
- (i) To the extent that no irrevocable election to the contrary has been filed with the Company by the deceased Owner or any such Designated Beneficiary by the DB Election Date (and no Surviving Spouse is the sole Designated Beneficiary), then annual distributions of the remaining interest in the Contract must be made over the Applicable Distribution Period starting with the DB Required Beginning Date. In that case, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 6(b)(i) above) by the Applicable Distribution Period. For these purposes -
- (1) The Applicable Distribution Period for the Distribution Year next following the Owner's Year of Death is determined by the Measuring Designated Beneficiary's remaining Life Expectancy, using such beneficiary's age as of such beneficiary's birthday in such Distribution Year; and
- (2) For a subsequent Distribution Year the Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the calendar year next following the Owner's Year of Death.
- Such RMD amount must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31 thereof. However, any Designated Beneficiary may arrange to have any portion (or all) of such RMD (that is distributable with respect to such beneficiary's interest in the Contract) distributed from another Roth IRA formerly owned by such deceased Owner for which such beneficiary is also a designated beneficiary (rather than from the Contract), in accordance with Reg. § 1.408-8, Q&A-9.
- (ii) Any such Designated Beneficiary may make an irrevocable election in writing with the Company by the DB Election Date to have such Designated Beneficiary's entire interest under the Contract distributed under another method available under the Contract (or offered by the Company) that qualifies under Code Section 401(a)(9), e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 6(a) above, such optional methods include the following:
- (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or
- (2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the remaining Life Expectancy of the Measuring Designated Beneficiary.
- (d) Any amount payable to a minor child of the Owner shall be treated as if it is payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such Spouse when such child reaches the age of majority, in accordance with Reg. § 1.401(a)(9)-6, Q&A-15.
- (e) Unless the Owner has provided to the contrary in writing to the Company (e.g., by selecting a certain annuity option), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to the Company, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5, Q&A-1(e).
- (f) If the Owner dies before the entire interest under the Contract has been distributed, no additional cash Contributions or rollover Contributions shall be allowed into the Contract, except where the Surviving Spouse elects (or is deemed to elect) to convert the Contract to be his or her own Roth IRA, as specified above in this Section B.6.

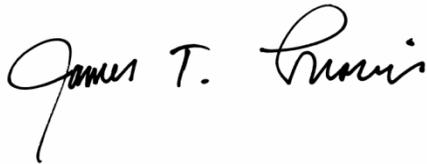
7. **Annual Reports** - The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.

C. Tax Qualification Provisions

The Contract as amended by this Rider is intended to qualify as part of a tax-qualified Roth IRA arrangement, plan or contract under Code Section 408A, and to satisfy the applicable requirements of Code Section 408A and any Regulations relating thereto. To achieve these purposes, the provisions of this Rider and the Contract (including any other rider or endorsement that does not specifically override these tax qualification provisions) are to be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations, and the Contract shall be subject to separate accounting (e.g., for undistributed excess Contributions or RMDs, with earnings thereon), subdivision or severance (e.g., into an annuity contract that is subject to Code Section 72(s) provisions) to maintain such a tax qualification (including the favorable tax treatment of the Contract or any distribution thereunder), to the maximum extent possible. The Company reserves the right to amend this Rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). The Company will send you a copy of any such amendment.

All other terms and conditions of your Contract remain unchanged.

PACIFIC LIFE INSURANCE COMPANY



[Chairman and Chief Executive Officer



Secretary]



SIMPLE INDIVIDUAL RETIREMENT ANNUITY (“SIMPLE IRA”) RIDER

This Rider is a part of the Contract to which it is attached (the Contract) by Pacific Life Insurance Company (the Company). This Rider expires concurrently with the Contract and is subject to all provisions, definitions, limitations and conditions of the Contract not changed by this Rider.

The Contract is hereby modified as specified below in order to qualify as a SIMPLE Individual Retirement Annuity (SIMPLE IRA) under Code Section 408(p).

The provisions of this Rider shall control if they are in conflict with those of the Contract.

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A. Definitions

Annuitant - The individual named as a measuring life for periodic annuity payments under the Contract.

Annuity Start Date - The first day of the first period for which an amount is received as an annuity under the Contract (taking any Separate Shares into account), as provided in Code Section 72(c)(4) and any Regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has elected most recently under the Contract, 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 such annuity payments actually begin under the Contract (taking any Separate Shares into account).

Applicable Designation Date - September 30 of the calendar year next following the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-4, Q&A-4.

Applicable Distribution Period - The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

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

Company - Pacific Life Insurance Company.

Contract or Policy - The attached contract, policy or certificate issued by the Company as an IRA.

Contributions - The Purchase Payments, premiums, rollovers or other contributions received by the Company under the Contract.

Designated Beneficiary or DB - An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Reg. § 1.401(a)(9)-4. Generally, an individual must be such a beneficiary as of the Owner's date of death and remain such a beneficiary until the Applicable Designation Date in order to be treated as a Designated Beneficiary.

DB Election Date - The date that is 30 days prior to the DB Required Beginning Date.

DB Required Beginning Date - December 31 of the calendar year next following the Owner's Year of Death.

Distribution Year - The calendar year for which an RMD is required. The first Distribution Year is the calendar year in which the Owner attains age 70½ (or, where applicable under Reg. § 1.401(a)(9)-5, Q&A-1(b), the calendar year next following the Owner's Year of Death). Each subsequent calendar year is also a Distribution Year.

IRA - An individual retirement account or individual retirement annuity under Code Section 408.

IRS - Internal Revenue Service.

Life Expectancy - The life expectancy of one or more individuals as determined by using the appropriate table in Reg. § 1.401(a)(9)-9.

Measuring Designated Beneficiary - The Designated Beneficiary as of the DB Required Beginning Date whose Life Expectancy is used under Regs. § 1.401(a)(9)-4 and § 1.401(a)(9)-5, Q&A-7, to determine any Applicable Distribution Period as of such date. If as of the Applicable Designation Date any trust, estate or other entity is treated under Reg. § 1.401(a)(9)-4, Q&A-3 and Q&A-5, as a beneficiary under the Contract (taking any Separate Shares into account), the Contract shall be deemed to have no Measuring Designated Beneficiary. If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has more than one Designated Beneficiary (and no entity beneficiary), the Measuring Designated Beneficiary is the Designated Beneficiary with the shortest Life Expectancy as of such date.

Non-Roth IRA - An IRA that is not a Roth IRA.

Notice Date - The day on which the Company receives, in a form satisfactory to the Company, proof of death and instructions satisfactory to the Company regarding payment of death benefit proceeds.

Owner or you - The natural person who is the beneficial owner of the Contract.

Owner's Election Date - December 1 of the calendar year in which the Owner attains age 70 ½.

Owner's Year of Death - The calendar year in which the Owner dies.

Plan - A tax-qualified retirement plan or arrangement, including an IRA or a SIMPLE IRA plan.

QDRO - A qualified domestic relations order under Code Section 414(p).

Regulation or Reg. - A regulation issued or proposed pursuant to the Code.

Required Beginning Date - April 1 of the calendar year next following the calendar year in which the Owner reaches age 70 ½. If distributions hereunder commence prior to such date under an annuity option that provides for distributions that are made in accordance with Reg. § 1.401(a)(9)-6, Q&A-1, then the Annuity Start Date shall be treated as the Required Beginning Date in accordance with Reg. § 1.401(a)(9)-6, Q&A-10.

RMD - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

Roth IRA - An IRA under Code Section 408A.

Separate Share - A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Reg. § 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Reg. § 1.401(a)(9)-8, Q&A-6(b)(1). A Separate Share shall be treated as a separate contract for RMD purposes and Sections B.8 and B.9 below.

SIMPLE IRA - A SIMPLE IRA under Code Section 408(p).

Spouse - The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Reg. § 1.401(a)(9)-8, Q&A-6.

Spouse's Continuation Election Date - The date that is 30 days prior to the earlier of the Spouse's Required Beginning Date or December 31 of the fifth calendar year after the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-3, Q&A-4(c).

Spouse's Required Beginning Date - The later of December 31 of the calendar year next following the Owner's Year of Death or December 31 of the calendar year in which the deceased Owner would have attained age 70 ½.

Spouse's Year of Death - The calendar year in which the Surviving Spouse dies.

Surviving Spouse - The surviving Spouse of a deceased Owner.

B. SIMPLE IRA Provisions

- 1. Annuitant is Owner** - The Annuitant shall be at all times the Owner of the Contract (or its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable, and the Contract shall be for the exclusive benefit of such Owner and his or her beneficiaries.
- 2. Benefits Not Transferable** - No benefits under the Contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person; except that the Contract may be transferred to a former or separated spouse of the Owner under a divorce or separation instrument described in Code Section 408(d)(6). In the event of such a transfer, the transferee shall be treated for all purposes as the Owner under the Contract.

3. **Contributions** - No Contribution shall be allowed into the Contract unless it is (a) a cash Contribution made on the Owner's behalf under a SIMPLE IRA Plan described in Code Section 408(p) or (b) a rollover Contribution or transfer of assets from another SIMPLE IRA of the Owner. Annual Contribution amounts shall not exceed the \$10,000 adjustable limit under Code Section 408(p)(2)(A)(ii) and (2)(E)(i) for years after 2004 (as increased by the required employer contribution amount under Code Section 408(p)(2)(A)(iii) or (B)(i), whichever is applicable). For years after 2005, the \$10,000 limit is indexed for cost-of-living adjustments under Code Section 408(p)(2)(E)(ii) at \$500 increments.
 - (a) For an Owner age 50 or older the \$10,000 limit is increased by \$2,500 under Code Section 414(v)(2)(B)(ii). For years after 2006, this \$2500 limit also is indexed for cost-of-living adjustments under Code Section 414(v)(2)(C) at \$500 increments.
 - (b) Despite any limit on Contributions, an individual may make a repayment of (i) a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or (ii) a distribution for a federally declared disaster when authorized.
 - (c) If the Contract is maintained pursuant to a SIMPLE IRA Plan, the Owner, along with the Owner's employer (and any designated Plan representative other than the Company), shall have the sole responsibility for determining whether any Contribution satisfies the applicable income tax requirements; otherwise, the Owner shall have such sole responsibility.
4. **Initial 2-Year Rules** - Prior to the expiration of the 2-year period beginning on the date that the Owner first participated in any SIMPLE IRA Plan maintained by the Owner's employer, any rollover, transfer or distribution from this SIMPLE IRA that is not made timely to another SIMPLE IRA of the Owner may be subject to a 25% penalty tax, as well as to ordinary income tax. Any rollover or transfer made after such 2-year period to any IRA of the Owner or other eligible retirement plan under Code Section 408(d)(3)(A) can be tax-free if such transaction is made in a timely and appropriate manner.
5. **Transfers Without Cost** - Where the Contract has been set up under a SIMPLE IRA Plan of an employer who made all contributions to the SIMPLE IRAs of a designated trustee or issuer, within the meaning of Code Section 408(p)(7), the Owner's balance under the Contract may be transferred without cost or penalty, within the meaning of Code Section 408(p)(7), to another IRA of the Owner or to another eligible retirement plan in accordance with Code Section 408(d)(3)(A) and (G).
6. **Flexible Premiums** - Any premium or Purchase Payment under the Contract (after the initial payment) is not fixed, but may not be less than any minimum account stated in the Contract Schedule.
7. **Refunds** - Any premium refund declared by the Company under the Contract, other than a refund attributable to an excess Contribution, shall be applied toward the purchase of additional benefits or the payment of future premiums before the close of the calendar year following the calendar year of the refund.
8. **Required Minimum Distributions (RMDs)** - The Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental death benefit rules in Code Sections 401(a)(9), 408(a)(6) and 408(b)(3) and the Regulations relating thereto, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract (or offered by the Company) that does not satisfy the requirements of this Section B.8 or Code Section 401(a)(9) shall not be permitted. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009):
 - (a) The entire interest under the Contract shall be distributed:
 - (i) No later than the Required Beginning Date, or

- (ii) By periodic distributions, starting no later than the Required Beginning Date, over the Owner's life or the lives of the Owner and a Designated Beneficiary (or over a period not extending beyond the Owner's Life Expectancy or the joint and last survivor Life Expectancy of the Owner and a Designated Beneficiary).
- (b) RMDs shall be made in accordance with the Regulations under Code Sections 401(a)(9) and 408(b)(3) and related Code provisions. Accordingly:
- (i) If the Owner has not elected otherwise in writing to the Company by the Owner's Election Date to have the Owner's entire interest distributed under another method available under the Contract (or offered by the Company) that qualifies under Code Section 401(a)(9) (e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2), the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined under Reg. § 1.401(a)(9)-6, Q&A-12, and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes -
 - (1) The Applicable Distribution Period is determined by using the Uniform Lifetime Table in Reg. § 1.401(a)(9)-9, Q&A-2, in accordance with Reg. § 1.401(a)(9)-5, Q&A-4(a), or
 - (2) If the Owner's spouse is treated as the sole Designated Beneficiary for the Contract (taking any Separate Shares into account) for the Distribution Year under Reg. § 1.401(a)(9)-5, Q&A-4(b), the Applicable Distribution Period is the longer of the distribution period under subparagraph (1) immediately above or the joint Life Expectancy of the Owner and such spouse, recalculated annually and based on their attained ages as of their birthdays in such Distribution Year, as reflected in the Joint and Last Survivor Table in Reg. § 1.401(a)(9)-9, Q&A-3.

Such RMD must be distributed no later than the Required Beginning Date for the first Distribution Year, and for each subsequent Distribution Year by December 31 thereof. However, the Owner may arrange to have any portion (or all) of such RMD distributed from another Non-Roth IRA owned by such Owner (rather than from the Contract), in accordance with Reg. § 1.408-8, Q&A-9. If the Owner dies on or after the Required Beginning Date, an RMD is required for the Owner's Year of Death, determined as if the Owner had lived throughout that year.

- (ii) As of the Owner's Election Date or at any time thereafter (on 30 days notice to the Company), the Owner may elect in writing to have any portion or all of the undistributed interest under the Contract applied to an annuity option available under the Contract (or offered by the Company) that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a), in accordance with Reg. § 1.401(a)(9)-8, Q&A-2(a)(3). Such an annuity option must make annuity or other periodic payments at intervals no longer than one year, and must satisfy the other requirements of Reg. § 1.401(a)(9)-6, including:
 - (1) Life annuity or a joint and survivor annuity. The Owner must be a measuring life under any life annuity elected during the Owner's lifetime. Any periodic annuity payment to any survivor under a joint and survivor annuity may not exceed the applicable percentage of the annuity payment to the Owner and other limits, as provided in Reg. § 1.401(a)(9)-6, Q&A-2.
 - (2) Life (or joint and survivor) annuity with period certain. The amounts and duration of the annuity payments must satisfy the requirements in Reg. § 1.401(a)(9)-6, Q&A-1(b) and Q&A-2(d).
 - (3) Period certain annuity without a life contingency. The period certain may not exceed the maximum period specified in Reg. § 1.401(a)(9)-6, Q&A-3 and Q&A-10(b).
 - (4) Annuity payments may not be in increasing amounts, except as allowed by Reg. § 1.401(a)(9)-6, Q&A-1(a) or Q&A-14.

- (c) The Owner or the Owner's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this Rider and applicable income tax requirements.

9. RMDs upon Owner's Death - Upon the Owner's death, RMDs shall be made under the Contract in accordance with this Section B.9 and Code Section 401(a)(9) (and other Code provisions and Regulations relating thereto). Accordingly, selection of any annuity or other distribution option described in the Contract (or offered by the Company) that does not satisfy the requirements of this Section B.9 or Code Section 401(a)(9) shall not be permitted.

- (a) If the Owner dies before distribution of his or her interest in the Contract has begun in accordance with paragraph 8(a) above, the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Owner's Year of Death, except to the extent that paragraph 9(c) or (d) below applies.
- (b) If the Owner dies after distribution of the Owner's interest in the Contract has begun in accordance with paragraph 8(a) above but before the Owner's entire interest has been distributed, the remaining interest shall be distributed at least as rapidly as under the method of distribution being used immediately prior to the Owner's death, except to the extent that paragraph 9(c) or (d) below applies. To the extent that the Contract has no annuity payout option in effect and no Measuring Designated Beneficiary as of the Applicable Designation Date (and paragraph 9(c) and (d) do not apply), then the Applicable Distribution Period shall be determined by the Owner's remaining Life Expectancy, using the Owner's age as of the Owner's birthday in the Owner's Year of Death. For Distribution Years after the Owner's Year of Death such Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the Owner's Year of Death.
- (c) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking any Separate Shares into account) as of the Applicable Designation Date, then -
 - (i) If no irrevocable written election to the contrary has been filed with the Company by the deceased Owner or the Surviving Spouse prior to the Spouse's Continuation Election Date, the Contract shall continue in the name of the deceased Owner, and RMDs must begin by the Spouse's Required Beginning Date and be made in accordance with Section B.8 above. For these purposes, the Applicable Distribution Period for each Distribution Year after the Owner's Year of Death -
 - (1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and
 - (2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). If the Surviving Spouse dies before the Spouse's Required Beginning Date for such a continued Contract, then the Surviving Spouse shall be treated as the deceased Owner for purposes of this Section B.9 (except that any surviving spouse of such a deceased Surviving Spouse cannot continue the Contract further under this subparagraph (i) as a Surviving Spouse). Any Surviving Spouse may arrange to have any portion (or all) of any RMD that is distributable with respect to such Surviving Spouse's interest in the Contract distributed from another Non-Roth IRA formerly owned by the deceased Owner for which such Surviving Spouse is also a designated beneficiary (rather than from the Contract), in accordance with Reg. § 1.408-8, Q&A-9.

- (ii) The Surviving Spouse may elect at any time to treat the entire remaining interest in the Contract as an IRA of such Surviving Spouse, if such Surviving Spouse has an unlimited right to withdraw amounts from the Contract and is the sole beneficiary of the Contract, within the

meaning of Reg. § 1.408-8, Q&A-5(a). Such an eligible Surviving Spouse shall make such an election by a written request to the Company to redesignate such Surviving Spouse as the Owner and Annuitant of the Contract. Such an eligible Surviving Spouse shall be deemed to have made such an election if either -

- (1) Such Surviving Spouse makes any transfer, rollover or other Contribution of any amount for the benefit of such Surviving Spouse into the Contract, or
 - (2) Such Surviving Spouse directs the Company in writing to transfer or rollover any part or all of the assets to which such Surviving Spouse is entitled under the Contract to another IRA owned by such Surviving Spouse or to another Plan for the benefit of such Surviving Spouse, or
 - (3) Any RMD that is required to be distributed from the Contract under this Section B.9 or under Code Section 401(a)(9) (e.g., in the case of any amount rolled over or transferred into the Contract from a Plan) is not distributed within the appropriate time.
- (iii) The Surviving Spouse may make an irrevocable election in writing with the Company by the Spouse's Continuation Election Date to have such Surviving Spouse's entire interest under the Contract distributed under another method available under the Contract (or offered by the Company) that qualifies under Code Section 401(a)(9), e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:
- (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the Spouse's Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the Spouse's Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(c)(i) above.
- (d) If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has at least one Designated Beneficiary and no entity (e.g., a trust or estate) is treated under Reg. § 1.401(a)(9)-4, Q&A-3 and Q&A-5, as a beneficiary under the Contract, then -
- (i) To the extent that no irrevocable election to the contrary has been filed with the Company by the deceased Owner or any such Designated Beneficiary by the DB Election Date (and no Surviving Spouse is the sole Designated Beneficiary), then annual distributions of the remaining interest in the Contract must be made over the Applicable Distribution Period starting with the DB Required Beginning Date. In that case, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 8(b)(i) above) by the Applicable Distribution Period. For these purposes -
 - (1) The Applicable Distribution Period for the Distribution Year next following the Owner's Year of Death is determined by the Measuring Designated Beneficiary's remaining Life Expectancy, using such beneficiary's age as of such beneficiary's birthday in such Distribution Year; and
 - (2) For a subsequent Distribution Year the Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the calendar year next following the Owner's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). Such RMD must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31 thereof. However, any Designated Beneficiary may arrange to have any portion (or all) of such RMD (that is distributable with respect to such beneficiary's interest in the Contract) distributed from another Non-Roth IRA formerly owned by such deceased Owner for which

such beneficiary is also a designated beneficiary (rather than from the Contract) in accordance with Reg. § 1.408-8, Q&A-9.

(ii) Any such Designated Beneficiary may make an irrevocable election in writing with the Company by the DB Election Date to have such Designated Beneficiary's entire interest under the Contract distributed under another method available under the Contract (or offered by the Company) that qualifies under Code Section 401(a)(9), e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:

(1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or

(2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(d)(i) above.

(e) Any amount payable to a minor child of the Owner shall be treated as if it is payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such Spouse when such child reaches the age of majority, in accordance with Reg. § 1.401(a)(9)-6, Q&A-15.

(f) Unless the Owner has provided to the contrary in writing to the Company (e.g., by selecting a certain annuity option), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to the Company, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5, Q&A-1(e).

(g) If the Owner dies before the entire interest under the Contract has been distributed, no additional cash Contributions or rollover Contributions shall be allowed into the Contract, except where the Surviving Spouse elects (or is deemed to elect) to convert the Contract to be his or her own IRA, as specified above in this Section B.9.

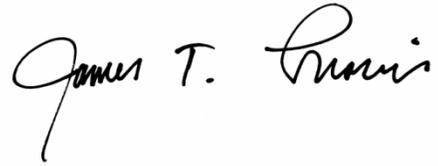
10. **Annual Reports** - The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS. If Contributions made on the Owner's behalf under the SIMPLE IRA Plan maintained by the Owner's employer are received by the Company directly from such employer, the Company will provide such employer with the summary description required by Code Section 408(l)(2)(B).

C. Tax Qualification Provisions

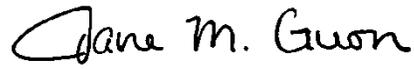
The Contract as amended by this Rider is intended to qualify as part of a tax-qualified individual retirement arrangement, plan or contract under Code Section 408(p), and to satisfy the applicable requirements of Code Section 408(p) and any Regulations relating thereto. To achieve these purposes, the provisions of this Rider and the Contract (including any other rider or endorsement that does not specifically override these tax qualification provisions) are to be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations, and the Contract shall be subject to separate accounting (e.g., for undistributed excess contributions or RMDs, with earnings thereon), subdivision or severance (e.g., into an annuity contract that is subject to Code Section 72(s) provisions) to maintain such a tax qualification (including the favorable tax treatment of the Contract or any distribution thereunder), to the maximum extent possible. The Company reserves the right to amend this Rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). The Company will send you a copy of any such amendment.

All other terms and conditions of your Contract remain unchanged.

PACIFIC LIFE INSURANCE COMPANY



[Chairman and Chief Executive Officer



Secretary]



QUALIFIED RETIREMENT PLAN RIDER

This Rider is a part of the contract, policy or certificate to which it is attached (the Contract) by Pacific Life Insurance Company (the Company). The Contract is hereby modified as specified below to qualify as part of a tax-qualified plan or arrangement that is described in Code Section 401 (a Qualified Plan).

The provisions of this Rider shall control to the extent that they are in conflict with those of the Contract. However, the provisions of any Qualified Plan that govern the Contract shall control to the extent that they conflict with those of this Rider (or the Contract, e.g., when compared to Sections B.3-B.9 below) and such an override would not result in such Qualified Plan or the Contract losing its tax-qualified status. Except to the extent expressly stated, the modifications to the Contract under this Rider do not remove any non-tax restriction or limitation in the Contract on distributions, contributions, withdrawals or loans, or grant any additional contractual rights not granted by any other section of the Contract, if such a modification or grant is not required to maintain the favorable tax treatment of the Contract (or any distribution thereunder) as part of a Qualified Plan under the Code; provided further, in no case may the terms of the Qualified Plan expand the terms of the Contract or impose any responsibilities or duties on the Company not specifically set forth in the Contract or this Rider.

We, the Company, may rely on the Employer that is the sponsor of such Qualified Plan (or a representative thereof) for representations regarding the applicable provisions of such Qualified Plan, any delegation of authority or responsibility thereunder by the Employer, or any instruction or information that We deem necessary, or is provided to Us, to process any request under this Rider or otherwise to carry out the terms of the Contract. The Employer is responsible for sharing with Us information that is necessary for Us to process transactions under the Contract in accordance with the terms of the Qualified Plan and the Code, including information necessary for Us to satisfy any withholding or information reporting obligations that We may have under the Code with respect to the Contract. We shall rely upon the Employer's instructions in permitting Contributions to, permitting exchanges, and providing benefits or distributions from the Contract in accordance with the terms of the Qualified Plan. We do not assume any responsibility for either (i) maintaining any separate accounting needed for different amounts held within the Contract, e.g., pursuant to Section B.3(c) below, (ii) determining when survivor benefits must be provided, e.g., pursuant to Section B.6 or B.7 below, or (iii) other plan administrative or recordkeeping services. In the absence of representations, instructions or information from the Employer (in the form and manner required by Us) that We deem necessary to process transactions under the Contract in conformity with the Qualified Plan and the Code, We will process transactions under the Contract in the manner We deem appropriate to comply with the requirements of Code Section 401. Except to the extent otherwise provided by law or agreed to between Us and the Employer, We shall share with the Employer information regarding the Contract that the Employer reasonably requests for purposes of ensuring adherence to the terms of the Qualified Plan. The Employer may instruct Us to deduct recordkeeping or other administrative fees from the account balance of the Contract. Such fees shall be sent by Us directly to the party specified by the Employer. All such fees deducted from the Contract may be subject to any otherwise applicable withdrawal charge.

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A. Definitions

Annuitant - The individual named as a measuring life for periodic annuity payments under the Contract.

Annuity Start Date - The first day of the first period for which an amount is received as an annuity under the Contract (taking any Separate Shares into account), as provided in Code Section 72(c)(4) and any Regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has elected most recently under the Contract, 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 under the Contract (taking any Separate Shares into account).

Applicable Designation Date - September 30 of the calendar year next following the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-4, Q&A-4.

Applicable Distribution Period - The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

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

Company, We or Us - Pacific Life Insurance Company.

Contract or Policy - The attached contract, policy or certificate issued by Us for a Qualified Plan.

Contributions - The Purchase Payments, premiums, rollovers or other contributions received by Us under the Contract.

Designated Beneficiary or DB - An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Reg. § 1.401(a)(9)-4. Generally, an individual must be such a beneficiary as of the Owner's date of death and remain such a beneficiary until the Applicable Designation Date in order to be treated as a Designated Beneficiary.

DB Election Date - The date that is 30 days prior to the DB Required Beginning Date.

DB Required Beginning Date - December 31 of the calendar year next following the Owner's Year of Death.

Distribution Year - The calendar year for which an RMD is required. The First Distribution Year is the calendar year in which the Owner attains age 70 ½ (or, where applicable under Reg. § 1.401(a)(9)-5, Q&A-1(b), the calendar year in which the Owner retires or the calendar year next following the Owner's Year of Death). Each subsequent calendar year is also a Distribution Year.

Elective Deferral - An elective deferral under Reg. § 1.402(g)-1(b).

Employer - The employer that sponsors the Qualified Plan governing the Contract.

ERISA - Employee Retirement Income Security Act of 1974, as amended.

IRS - Internal Revenue Service.

Life Expectancy - The life expectancy of one or more individuals as determined by using the appropriate table in Reg. § 1.401(a)(9)-9.

Measuring Designated Beneficiary - The Designated Beneficiary as of the Applicable Designation Date whose Life Expectancy is used under Reg. § 1.401(a)(9)-4 and § 1.401(a)(9)-5, Q&A-7, to determine any Applicable Distribution Period as of such date. If as of the Applicable Designation Date any trust, estate or other entity is treated under Reg. § 1.401(a)(9)-4, Q&A-3 and Q&A-5, as a beneficiary under the Contract (taking any Separate Shares into account), the Contract shall be deemed to have no Measuring Designated Beneficiary. If as of the Applicable Designation Date the Contract (taking any Separate

Shares into account) has more than one Designated Beneficiary (and no entity beneficiary), the Measuring Designated Beneficiary is the Designated Beneficiary with the shortest Life Expectancy as of such date.

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 or you - The natural person who is the beneficial owner of the Contract, which is generally its Primary Annuitant, or any other Contract owner for purposes of Part D below.

Owner's Election Date - December 1 immediately preceding the Required Beginning Date.

Owner's Year of Death - The calendar year in which the Owner dies.

Plan or Qualified Plan - A tax-qualified retirement plan or arrangement under the Code, e.g., under Code Section 401, including a TSA or an eligible deferred compensation plan of a state or local government or tax-exempt organization under Code Section 457.

Primary Annuitant - The individual defined in Section D.1(c)(i) below.

QDRO - A qualified domestic relations order under Code Section 414(p).

Qualified J&S Election - An election under the survivor benefit rules that is described in Section B.6 below.

Qualifying Distribution Period - A period of time defined in Section D.1(b)(i) below.

Regulation or Reg. - A regulation issued or proposed pursuant to the Code.

Required Beginning Date - April 1 of the calendar year following the calendar year in which the Owner reaches age 70½, or if later and appropriately allowed by the Qualified Plan, April 1 of the calendar year following the calendar year in which the Owner retires from employment with the Employer maintaining the Qualified Plan. If distributions hereunder commence prior to such date under an annuity option that provides for distributions that are made in accordance with Reg. § 1.401(a)(9)-6, Q&A-1, then the Annuity Start Date shall be treated as the Required Beginning Date in accordance with Reg. § 1.401(a)(9)-6, Q&A-10.

RMD - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

Roth Contribution - A Contribution that is a designated Roth contribution under Reg. § 1.401(k)-1(f)(1).

Separate Share - A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Reg. § 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Reg. § 1.401(a)(9)-8, Q&A-6(b)(1). A Separate Share shall be treated as a separate contract for RMD purposes and Sections B.8 and B.9 below.

Severance from Employment - Ceasing to be employed by the Employer that maintains the governing Qualified Plan, as defined in Reg. § 1.401(k)-1(d)(2) (or in Code Section 414(u)(12)(B) for a deemed severance to serve in the uniformed services).

Spouse - The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Reg. § 1.401(a)(9)-8, Q&A-6.

SIMPLE 401(k) Plan - A Plan qualifying under Code Section 401(k)(11).

Spouse's Continuation Election Date - The date that is 30 days prior to the earlier of the Spouse's Required Beginning Date or December 31 of the fifth calendar year after the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-3, Q&A-4(c).

Spouse's Required Beginning Date - The later of December 31 of the calendar year next following the Owner's Year of Death or December 31 of the calendar year in which the deceased Owner would have attained age 70 ½.

Spouse's Year of Death - The calendar year in which the Surviving Spouse dies.

Surviving Spouse - The surviving Spouse of a deceased Owner.

TSA - A tax-sheltered annuity contract under Code Section 403(b), including a custodial account, a retirement income account or a life insurance contract that is treated as such an annuity contract under Code Section 403(b)(7) or 403(b)(9) or Reg. § 1.403(b)-2(b)(2).

B. Qualified Plan Provisions

The Contract is subject to the requirements of Code Section 401 and the Regulations relating thereto, and therefore includes the following provisions:

1. **Nonforfeitable and Exclusive Benefits.** The Annuitant shall be at all times the beneficial or legal Owner of the Contract (e.g., its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable except for validly forfeitable amounts held hereunder and designated as such under the governing Plan, and the Contract shall be for the exclusive benefit of such Owner and his or her beneficiaries.
2. **Contract Benefits Not Transferable.** No benefits under the Contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person other than Us, except as permitted (a) by a federal tax lien, (b) by an order under Code Section 401(a)(13)(C), or (c) in the case of a transfer or distribution pursuant to a QDRO.
3. **Contributions.** Except in the case of a rollover contribution permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), Contributions must be made by or for the Owner (e.g., through the Employer or a Qualified Plan representative) within certain tax limits. All Contributions must be made in cash. If the Owner dies before the entire interest under the Contract has been distributed, additional Contributions shall not be allowed into the Contract to the extent prohibited by published IRS guidance, e.g., excluding (and allowing in) any rollover or transfer that qualifies under Reg. § 1.415(c)-1(b)(1)(iii). Contributions to the Contract shall be transferred to Us within a reasonable period, and an Elective Deferral may be contributed up to 15 business days following the month in which such an amount would otherwise have been paid to the Owner. If the Contract is maintained pursuant to a Qualified Plan, the Owner, along with the Employer (and any designated Plan representative other than Us), shall have the sole responsibility for determining whether any Contribution satisfies the applicable income tax requirements; otherwise, the Owner shall have such sole responsibility.
 - (a) **Elective Deferrals and Their Limits.** Pursuant to Code Section 401(a)(30) and Reg. § 1.401(a)-30(a) and § 1.402(g)-1, any Elective Deferrals (including those contributed to the Contract and any other Elective Deferrals for the Owner under the Qualified Plan and under all other plans, contracts and arrangements that are referred to in Reg. § 1.402(g)-1 and maintained by the Employer that maintains the Qualified Plan), may not exceed the limits of Code Section 402(g), except as permitted by Code Section 414(u) (for certain veterans' rights) or by Code Section 414(v) (for "catch-up" contributions for a participant age 50 or over by end of the participant's tax year). Elective Deferrals under a SIMPLE 401(k) Plan are subject to additional limits under Code Sections 401(k)(11)(B) and 408(p)(2)(A)(ii) and Reg. § 1.401(k)-4(e)(2). If Elective Deferrals exceed any such limit, We may distribute amounts equal to such excess (including any income allocable thereto) to the Owner as permitted by Reg. § 1.402(g)-1(e). If not so distributed, such excess amounts (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section 402(g) or 4979(f) or Reg. § 1.402(g)-1(e).
 - (b) **Combined Contributions and Their Limits.** Pursuant to Code Section 415(c)(1) and Reg. § 1.415(c)-1, total Contributions into the Contract (including Elective Deferrals) may not

exceed certain limits under Code Section 415. Total Contributions to a SIMPLE 401(k) Plan are subject to additional limits under Code Section 401(k)(11)(B) and Reg. § 1.401(k)-4(e). Any Elective Deferrals or other Contributions that exceed any applicable limits may not be excludable from gross income. Such excess Contributions (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section 402(g) or 4979(f) or Reg. § 1.402(g)-1(e) or § 1.415(c)-1(b)(2)(ii)(D). The Code Section 415 limits do not apply in the case of a rollover contribution under Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), a nontaxable transfer from another contract qualifying as part of a Plan under Code Section 401(a), or any Contribution allowed by Code Section 414(u). Similarly, SIMPLE 401(k) Plan Contribution limits under Code Section 401(k)(11)(B) do not apply to rollover contributions described in Reg. § 1.402(c)-2, Q&A-1(a). However, if this Contract is limited by its contractual terms to only accepting single deposits or rollover amounts, this Contract shall continue to be subject to such restrictions, except to the extent provided in the Tax Qualification and ERISA Provisions below. We may distribute Contributions (including any income allocable thereto) that were made under a mistake of fact, including (but not limited to) Contributions in excess of the Code Section 402(g) limit or other limit imposed by the Code, but only when permitted by the Code or required by the IRS.

- (c) Separate Accounting. Pursuant to Reg. § 1.401(k)-1(e)(3) and -1(f)(3), separate accounting shall be maintained for amounts held under the Contract for: (i) any Elective Deferrals; (ii) any after-tax employee Contributions; (iii) any “catch-up” Contributions for participants who have attained age 50 under Code Section 414(v); (iv) safe harbor Plan Contributions under Code Section 401(k)(12) or (13); (v) any rollover Contribution that is described above in Section B.3(b) and accepted into the Contract; (vi) any undistributed excess Contributions or RMDs; (vii) any Contributions eligible for permissive withdrawal under Code Section 414(w)(2); (viii) any designated forfeitable Contributions; (ix) any Roth Contributions; (x) any SIMPLE 401(k) Plan Contributions (elective, matching or nonelective Contributions under Reg. § 1.401(k)-4(e)); and (xi) other Contributions and amounts added to the Contract values. Such separate accounting maintained for the Contract shall include any amounts for earnings, gains or losses with respect to each of the above separately accounted-for categories.
- (d) Other Contribution Provisions. Contributions by an Employer for an Owner who is a former employee thereof shall be accepted under this Contract (i) pursuant to Reg. § 1.415(c)-2(e)(3)(i) relating to certain compensation paid by the later of 2½ months after Severance from Employment or the end of the limitation year that includes the date of Severance from Employment, or (ii) that are attributable to compensation described in Reg. § 1.415(c)-2(e)(4) or § 1.415(c)-2(g)(4) relating to compensation paid to participants who are permanently and totally disabled, or (iii) relating to qualified military service under Code Section 414(u) or Reg. § 1.415(c)-2(e)(4) or -2(g)(7).
- (e) Suspension of Contributions for Hardship Distributions. Contributions of Elective Deferrals into the Contract and Contributions therein for a safe harbor Plan under Code Section 401(k)(12) or (13) may be suspended for a period of up to six months after an Owner receives a hardship distribution allowable under Reg. § 1.401(k)-1(d)(3)(iv)(E).
- (f) Premium Minimums and Refunds. Any Purchase Payment (or premium payment) under the Contract must be at least the minimum as stated in the Purchase Payment (or Premiums) provisions of the Contract. In addition, any Purchase Payment (or premium) refund declared by Us, other than a refund attributable to an excess Contribution, will be applied toward the purchase of additional benefits or the payment of future premiums before the close of the calendar year following the refund.

4. Distribution Restrictions.

- (a) Distribution of Elective Deferrals. Pursuant to Code Section 401(k)(2), (8) and (11)-(13) and Reg. § 1.401(k)-1(d), distributions (other than to correct excess Contributions, or upon termination of the Qualified Plan) that are attributable to Elective Deferrals may be made only when the Owner has a Severance from Employment, dies, becomes disabled (within the

meaning of Code Section 72(m)(7)), or in certain cases attains age 59 ½, incurs a hardship, is eligible for a qualified reservist distribution to which Code Section 72(t)(2)(G) applies, is eligible for permissive withdrawal under Code Section 414(w)(2), or is authorized for a federally declared disaster distribution. Any such distribution made due to a hardship is limited to the Owner's Elective Deferrals (excluding any income thereon) reduced by the aggregate prior distributions of Elective Deferrals to the Owner in accordance with Reg. § 1.401(k)-1(d)(3).

- (b) Other Distributions Not Attributable to Elective Deferrals. Other distributions not attributable to Elective Deferrals generally are not permitted prior to the Owner's Severance from Employment or some other event allowed by Reg. § 1.401(k)-1(d), except to the extent that such a distribution is attributable to either (i) after-tax employee Contributions or earnings thereon, or (ii) amounts separately accounted for as an eligible rollover distribution pursuant to IRS guidance (e.g., Rev. Rul. 2004-12). However, certain employer Contributions to a safe harbor Plan under Code Section 401(k)(12) or (13) are subject to the distribution restrictions for Elective Deferrals, pursuant to Code Section 401(k)(12)(E)(i) or 401(k)(13)(D)(iii).
 - (c) Certain Mandatory Distributions. Pursuant to Code Section 401(a)(31)(B), if the distributee of any mandatory distribution that is described in Code Section 401(a)(31)(B)(ii) and that exceeds \$1,000 does not elect to have such distribution paid either to such distributee or in a direct transfer to an eligible retirement plan pursuant to Code Section 401(a)(31)(A), such distribution shall be paid in a direct transfer to an individual retirement plan designated by the Employer sponsoring the governing Qualified Plan (or by another fiduciary thereunder), and the distributee shall be notified in writing about such transfer and that such distribution may be transferred to another individual retirement plan, in accordance with Code Section 401(a)(31) or Reg. § 1.401(a)(31)-1 (and to the extent required thereby).
5. Rollover Distributions. Despite any provision of a governing Plan to the contrary that would otherwise limit a distributee's election under this Section B.5, pursuant to Code Section 401(a)(31) a distributee may elect, at the time and in the manner prescribed by Us (and, where applicable, by the Employer), to have any portion of an eligible rollover distribution (within the meaning of Code Section 402(f)(2)(A)) paid directly to an eligible retirement plan described in Code Section 401(a)(31)(E) that is specified by the distributee, by means of a direct transfer or direct rollover. We may establish reasonable administration rules applicable to such a direct rollover or direct transfer.
6. Joint and 50% Survivor Annuity Requirements. If the Owner is married at the Annuity Start Date, payments shall be made in the form of a Joint and 50% Survivor Annuity, with the Owner's Spouse as the Joint Annuitant, unless an optional form of benefit is selected in accordance with this Section B.6. Under this Joint and 50% Survivor Annuity form, payments shall be made during the lifetime of the Owner and, following the Owner's death, payments equal to 50% of the joint payment amount shall continue to such Spouse for life. In addition, the benefits under such a Contract are provided in accordance with the applicable consent, present value and other requirements of Code Sections 401(a)(11) and 417 and Reg. § 1.417(e)-1(e) and the rules in Reg. § 1.401(a)-20, Q&A-25 (for participants who are unmarried or who have a change in marital status and for surviving spouses).
- (a) The Owner may choose (without the consent of any other person) an alternative amount of the payment continuing to the Surviving Spouse from the joint and survivor annuity options available under the Contract (or offered by Us), provided that the amount of each payment to the Surviving Spouse under such option shall be not less than 50%, nor greater than 100%, of the periodic annuity benefit amount paid to the Owner, in accordance with Code Section 417(b).
 - (b) In addition to the joint and survivor annuity options described in Section B.6(a) above, as of the Annuity Start Date the Owner can elect any other optional form of payment that is available under the Contract (or offered by Us), provided that both of the following conditions are satisfied:
 - (i) In accordance with Code Section 417 and Reg. § 1.401(a)-20, Q&A-31, the Owner files a Qualified J&S Election with Us within the 180-day period ending on such date,

as follows (after receiving a written explanation thereof, including the revocability of such an election during such period, from a Qualified Plan representative):

- (1) In the case of an Owner who is married at the time of election, a Qualified J&S Election is made by (A) a written statement by the Owner waiving the joint and survivor annuity options described above in this Section B.6 and specifying the form of benefit and the beneficiary designation(s) desired, and (B) a written statement from the Owner's Spouse consenting to such election. Neither the form of benefit nor any beneficiary designation selected in such a Qualified J&S Election can be changed without spousal consent, unless such Spouse consents in writing to future designations by the Owner without such spousal consent. Any such written spousal consent must acknowledge the election's effect and be witnessed by a notary public or Qualified Plan representative. If it is established to the satisfaction of a Qualified Plan representative that such Spouse's consent cannot be obtained because such Spouse cannot be located or because of other circumstances allowed by Regulations, the Owner's election can still be deemed to be a Qualified J&S Election; or
- (2) In the case of an Owner who is not married at the time of election, a Qualified J&S Election is made by a written statement by the Owner to a Qualified Plan representative attesting to the fact that he or she is not married and specifying the optional form of payment and beneficiary designation(s) desired.

(ii) The option selected satisfies any applicable RMD requirements of Section B.8 below.

7. Survivor Benefits for Plans Subject to Joint and 50% Survivor Annuity Requirements. If an Owner is married upon the Owner's death, then the deceased Owner's interest in the Contract is subject to the provisions of the next paragraph (a) (in addition to Section B.9 below), unless such Spouse is deemed to have consented to a less favorable disposition of such interest in accordance with the next paragraph (b).

- (a) The Surviving Spouse shall be treated as the sole beneficiary of the following portion of the deceased Owner's interest in the Contract, and may apply any part (or all) of such beneficial interest to provide an annuity that satisfies any applicable RMD requirements of Section B.9 below and Reg. § 1.401(a)-20 (e.g., Q&A-20 and Q&A-22):
 - (i) The Surviving Spouse shall be treated as the sole beneficiary of such Owner's interest in the Contract if no other beneficiary is entitled to any portion of such interest as of such Owner's death, or
 - (ii) If some other beneficiary is entitled to any portion of such Owner's interest in the Contract as of such Owner's death, then the Surviving Spouse shall be treated as the sole beneficiary of at least 50% of the nonforfeitable account balance of the Contract as of such Owner's death, in accordance with Code Section 417(c), and all of such Surviving Spouse's beneficial interest shall be treated as a Separate Share.
- (b) The Surviving Spouse shall be deemed to have consented to a less favorable disposition of the deceased Owner's interest in the Contract than that provided under the immediately preceding paragraph (a), if in accordance with Code Section 417(a)(2) either:
 - (i) Such Spouse (or such Spouse's legal representative) has consented to such a disposition and acknowledged its effect in a written statement witnessed by a notary public or a Qualified Plan representative, or
 - (ii) It is established to the satisfaction of a Qualified Plan representative that such consent cannot be obtained because such Spouse cannot be located or does not exist or because of other circumstances allowed by Regulations.
- (c) Subject to such deemed spousal consent, the Owner may provide for any disposition of such Owner's interest in the Contract that is different from that in the immediately preceding

paragraph (a) by a revocable election that (i) specifies the form of benefit and the beneficiary designation(s) desired and (ii) otherwise qualifies under Code Section 417, after receiving a written explanation thereof from a Qualified Plan representative. An Owner that makes such a revocable election also shall have the option of selecting a Qualified optional survivor annuity in accordance with Code Section 417(a)(1)(A)(ii).

8. Required Minimum Distributions (RMDs). The Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental benefit rules of Code Section 401(a)(9) and the Regulations relating thereto, as well as any applicable survivor benefit rules referred to above in Section B.6 or B.7, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions in Part C below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract (or offered by Us) that does not satisfy the requirements of this Section B.8 or Code Section 401(a)(9) shall not be permitted. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009):

- (a) The entire interest under the Contract shall be distributed:
 - (i) No later than the Required Beginning Date, or
 - (ii) By periodic distributions, starting no later than the Required Beginning Date, over the Owner's life or the lives of the Owner and a Designated Beneficiary (or over a period not extending beyond the Owner's Life Expectancy or the joint and last survivor Life Expectancy of the Owner and a Designated Beneficiary).
- (b) RMDs shall be made in accordance with the Regulations under Code Section 401(a)(9) and related Code provisions. Accordingly:
 - (i) If the Owner has not elected otherwise in writing to Us by the Owner's Election Date to have the Owner's entire interest distributed under another method available under the Contract (or offered by Us) that qualifies under Code Section 401(a)(9) (e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2), the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the Owner's account balance for the Contract (as determined under Reg. § 1.401(a)(9)-6, Q&A-12, § 1.403(b)-6(e)(2) and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes -
 - (1) The Applicable Distribution Period is determined by using the Uniform Lifetime Table in Reg. § 1.401(a)(9)-9, Q&A-2, in accordance with Reg. § 1.401(a)(9)-5, Q&A-4(a), or
 - (2) If the Owner's Spouse is treated as the sole Designated Beneficiary for the Contract (taking any Separate Shares into account) for the Distribution Year under Reg. § 1.401(a)(9)-5, Q&A-4(b), the Applicable Distribution Period is the longer of the distribution period under subparagraph (1) immediately above or the joint Life Expectancy of the Owner and such Spouse, recalculated annually and based on their attained ages as of their birthdays in such Distribution Year, as reflected in the Joint and Last Survivor Table in Reg. § 1.401(a)(9)-9, Q&A-3.

Such RMD must be distributed no later than the Required Beginning Date for the first Distribution Year, and for each subsequent Distribution Year by December 31 thereof. If the Owner dies on or after the Required Beginning Date, an RMD is required for the Owner's Year of Death, determined as if the Owner had lived throughout that year.

- (ii) As of the Owner's Election Date or at any time thereafter (on 30 days notice to Us), the Owner may elect in writing to have any portion or all of the undistributed interest under the Contract applied to an annuity option available under the Contract (or offered by Us) that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a)

(and is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above), in accordance with Reg. § 1.401(a)(9)-8, Q&A-2(a)(3). Such an annuity option must make annuity or other periodic payments at intervals no longer than one year, and must satisfy the other requirements of Reg. § 1.401(a)(9)-6, including:

- (1) Life annuity or a joint and survivor annuity. The Owner must be a measuring life under any life annuity option elected during the Owner's lifetime. Any periodic annuity payment to any survivor under a joint and survivor annuity may not exceed the applicable percentage of the annuity payment to the Owner and other limits, as provided in Reg. § 1.401(a)(9)-6, Q&A-2.
 - (2) Life (or joint and survivor) annuity with period certain. The amounts and duration of the annuity payments must satisfy the requirements in Reg. § 1.401(a)(9)-6, Q&A-1(b) and Q&A-2(d).
 - (3) Period certain annuity without a life contingency. The period certain may not exceed the maximum period specified in Reg. § 1.401(a)(9)-6, Q&A-3(a) and Q&A-10(b).
 - (4) Annuity payments may not be in increasing amounts, except as allowed by Reg. § 1.401(a)(9)-6, Q&A-1(a) or Q&A-14.
- (c) The Owner or any Owner's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this Rider and any applicable tax requirements.
- (d) Any current death benefit protection amount (in excess of the current account balance amount), or any disability, health or accident benefit amount, that is provided by the Contract shall not exceed the amount permitted either by the incidental benefit rules in Reg. § 1.401-1(b)(1)(i) or (ii) or by the governing Plan provisions.
9. RMDs upon Owner's Death. Upon the Owner's death, RMDs shall be made under the Contract in accordance with this Section B.9 and Code Section 401(a)(9) (and other Code provisions and Regulations relating thereto). Accordingly, selection of any annuity or other distribution option described in the Contract (or offered by Us) that does not satisfy the requirements of this Section B.9 or Code Section 401(a)(9) shall not be permitted.
- (a) If the Owner dies before distribution of his or her interest in the Contract has begun in accordance with paragraph 8(a) above and Code Section 401(a)(9)(A)(ii) (e.g., before the Required Beginning Date), the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Owner's Year of Death, except to the extent that paragraph 9(c) or (d) below applies.
 - (b) If the Owner dies after distribution of the Owner's interest in the Contract has begun in accordance with paragraph 8(a) above and Code Section 401(a)(9)(A)(ii) (e.g., on or after the Required Beginning Date) but before the Owner's entire interest has been distributed, the remaining interest shall be distributed at least as rapidly as under the method of distribution being used immediately prior to the Owner's death, except to the extent that paragraph 9(c) or (d) below applies. To the extent that the Contract has no annuity payout option in effect and no Measuring Designated Beneficiary as of the Applicable Designation Date (and paragraph 9(c) and (d) do not apply), then the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 8(b)(i) above) by the Applicable Distribution Period. For this purpose, the Applicable Distribution Period shall be determined by the Owner's remaining Life Expectancy, using the Owner's age as of the Owner's birthday in the Owner's Year of Death. For Distribution Years after the Owner's Year of Death such Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the Owner's Year of Death.

- (c) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking any Separate Shares into account) as of the Applicable Designation Date, then -
 - (i) If no irrevocable written election to the contrary has been filed with Us by the deceased Owner or the Surviving Spouse prior to the Spouse's Continuation Election Date, the Contract shall continue in the name of the deceased Owner, and RMDs must begin by the Spouse's Required Beginning Date and be made in accordance with Section B.8 above. For these purposes, the Applicable Distribution Period for each Distribution Year after the Owner's Year of Death -
 - (1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and
 - (2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). If the Surviving Spouse dies before the Spouse's Required Beginning Date for such a continued Contract, then the Surviving Spouse shall be treated as the deceased Owner for purposes of this Section 9 (except that any surviving spouse of such a deceased Surviving Spouse cannot continue the Contract further under this subparagraph (i) as a Surviving Spouse).

- (ii) The Surviving Spouse may make an irrevocable election in writing with Us by the Spouse's Continuation Election Date to have such Surviving Spouse's entire interest under the Contract distributed under another method available under the Contract (or offered by Us) that qualifies under Code Section 401(a)(9), e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:
 - (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the Spouse's Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the Spouse's Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(c)(i) above.
- (d) If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has at least one Designated Beneficiary and no entity (e.g., a trust or estate) is treated under Reg. § 1.401(a)(9)-4, Q&A-3 and Q&A-5, as a beneficiary under the Contract, then -
 - (i) To the extent that no irrevocable written election to the contrary has been filed with Us by the deceased Owner or any such Designated Beneficiary by the DB Election Date (and no Surviving Spouse is the sole Designated Beneficiary), then annual distributions of the remaining interest in the Contract must be made over the Applicable Distribution Period starting no later than the DB Required Beginning Date. In that case, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 8(b)(i) above) by the Applicable Distribution Period. For these purposes -

- (1) The Applicable Distribution Period for the Distribution Year next following the Owner's Year of Death is determined by the Measuring Designated Beneficiary's remaining Life Expectancy, using such beneficiary's age as of such beneficiary's birthday in such Distribution Year; and
- (2) For a subsequent Distribution Year the Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the calendar year next following the Owner's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). Such RMD must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31 thereof.

- (ii) Any such Designated Beneficiary may make an irrevocable election in writing with Us by the DB Election Date to have such Designated Beneficiary's entire interest under the Contract distributed under another method available under the Contract (or offered by Us) that qualifies under Code Section 401(a)(9), e.g., Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:
 - (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(d)(i) above.
- (e) Any amounts payable to a minor child of the Owner shall be treated as if they are payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such Spouse when such child reaches the age of majority, in accordance with Reg. § 1.401(a)(9)-6, Q&A-15.
- (f) Unless the Owner has provided to the contrary in writing to Us (e.g., by selecting an annuity option that is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to Us, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5, Q&A-1(e).

10. **Annual Reports.** We shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.

C. Tax Qualification and ERISA Provisions

This Rider is intended to qualify the Contract as part of a Qualified Plan under Code Section 401 for federal tax purposes, and to satisfy the applicable requirements of Code Section 401 and any Regulations relating thereto. To achieve these purposes, the provisions of this Rider and the Contract (including any other rider or endorsement that does not specifically override these tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations, and the Contract is subject to separate accounting rules, subdivision or severance to maintain such a tax qualification of the Contract (including the favorable tax treatment of any distribution thereunder) to the maximum extent possible. We reserve the right to amend this Rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating

thereto, without consent (where allowed by law). We also reserve the right to amend this Rider or the Contract from time to time in order to meet any requirements that may apply to it under ERISA, without consent (where allowed by law). We will send you a copy of any such amendment.

D. Tax Treatment and Provisions for Any Nonqualified Portion

To the extent that (and so long as) any portion (or all) of the Contract is finally determined by the appropriate authorities or parties to the Contract to not qualify as part of a Qualified Plan under Code Section 401, such portion nevertheless shall be treated as a separate contract that qualifies as an annuity contract for federal tax purposes (that no longer needs to be subject to any restriction in Parts B-C above), and shall be subject to the provisions of this Part D, except to the extent that any of these Part D provisions are specifically overridden by some other rider or endorsement to the Contract. Absent such an override, any such separate annuity contract shall be subject to the following provisions in this Part D to maintain its annuity tax qualification:

1. Required Distributions Before or After the Annuity Start Date

- (a) Death of Owner or Primary Annuitant, or Change of Primary Annuitant. Subject to the alternative election, spouse beneficiary and interpretative provisions in subsection (b) or (c) immediately below, or in the tax qualification provisions in Section D.2 below, -
 - (i) If any Owner dies on or after the Annuity Start Date and before the entire interest in this contract has been distributed, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution being used as of the date of such death;
 - (ii) If any Owner dies before the Annuity Start Date, the entire interest in this contract shall be distributed within 5 years after such death;
 - (iii) If the Owner is not an individual, then for purposes of the immediately preceding subparagraph (i) or (ii), (1) the Primary Annuitant (see subparagraph (c)(i) below) under this contract shall be treated as the Owner, and (2) any change in the Primary Annuitant allowed by this contract shall be treated as the death of the Owner; and
 - (iv) Any postponement of the Annuity Start Date, if allowed by this contract, may not be postponed beyond the Primary Annuitant's attaining age 95, without Our written consent.
- (b) Alternative Election and Spousal Beneficiary Provisions That Satisfy Distribution Requirements. Subject to any restrictions imposed by any Regulations or other published IRS guidance interpreting Code Section 72(s) -
 - (i) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of an individual designated as a beneficiary by an Owner, and such beneficiary elects after such death to have such portion distributed over a Qualifying Distribution Period (described herein) that is allowed by this contract (or offered by Us) upon such death, then for purposes of satisfying the requirements of subparagraph (a)(i) or (a)(ii) immediately above, such portion shall be treated as distributed entirely on the date such periodic distributions begin. A Qualifying Distribution Period is a period that (1) does not extend beyond such beneficiary's life (or life expectancy) and (2) starts within one year after such death.
 - (ii) Such a designated beneficiary includes any individual joint Owner or successor Owner who becomes entitled to any portion of such an interest upon an Owner's death, or any other individual who controls the use of the cash value of such a portion upon an Owner's death. Any designated beneficiary may elect any settlement or other distribution option that is allowed by this contract (or offered by Us) upon an Owner's death if the option is for a Qualifying Distribution Period. In determining which distribution options can qualify for such a Qualifying Distribution Period, We may treat any contract amount that is payable upon an Owner's death to a trust (or other entity)

for the benefit of an individual beneficiary as an interest (or portion thereof) that is payable for the benefit of such a designated beneficiary under this subsection (b), where such individual beneficiary certifies to us that he or she (1) is treated as the tax owner of such a trust amount for federal income tax purposes (e.g., under Code Sections 671-678) and (2) can compel its distribution to himself or herself from such trust.

(iii) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of such Owner's surviving spouse (e.g., as a result of such spouse being a joint Owner), then such spouse shall be treated as the Owner with respect to such portion for purposes of the requirements of subsection (a). Where such spouse is the sole designated beneficiary of this contract upon such Owner's death, such spouse may elect to continue this contract as the Owner, and We may treat such spouse as the annuitant if such deceased Owner was the annuitant and no other surviving annuitant has been designated.

(c) Interpretative Provisions. Subject to any contrary provisions in any Regulations or other published IRS guidance interpreting Code Section 72(s):

(i) The Primary Annuitant means the individual, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the contract, as defined in Code Section 72(s)(6)(B) (and any Regulations relating thereto).

(ii) We will treat any holder of the contract as its Owner for purposes of subsection (a) or (b) immediately above where necessary or appropriate.

2. Tax Qualification. This contract is intended to qualify as an annuity contract for federal income tax purposes and to satisfy the applicable requirements of Code Section 72(s). To achieve these purposes, the provisions of this contract (including this Rider and any other rider or endorsement to the contract that does not specifically override these Section 72(s) tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under this contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations. We reserve the right to amend this Rider or the contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform this contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). We will send you a copy of any such amendment.

E. Termination of Rider

This Rider will end on the earlier of the following:

1. When We receive a request to terminate this Rider that is in a form satisfactory to Us, or
2. When the Contract terminates.

All other terms and conditions of your Contract remain unchanged.

PACIFIC LIFE INSURANCE COMPANY



[Chairman and Chief Executive Officer



Secretary]



403(b) TAX-SHELTERED ANNUITY (“TSA”) RIDER

This Rider is a part of the contract, policy or certificate to which it is attached (the Contract) by Pacific Life Insurance Company (the Company). The Contract is hereby modified as specified below to qualify as a Tax-Sheltered Annuity (TSA) under Code Section 403(b) that does not contain any designated Roth Contribution, ERISA plan contribution or employer contribution, and is limited to Elective Deferrals not subject to ERISA (see Definitions below). The Contract has not been purchased under a Qualified Plan under Code Section 401(a), 403(a) or 457.

The provisions of this Rider shall control to the extent that they are in conflict with those of the Contract. However, the provisions of any TSA Plan that govern the Contract shall control to the extent that they conflict with those of this Rider (or the Contract, e.g., when compared to Sections B.3-B.9 below) and such an override would not result in such TSA Plan or the Contract losing its tax-qualified status. Except to the extent expressly stated, the modifications to the Contract under this Rider do not remove any non-tax restriction or limitation in the Contract on distributions, contributions, withdrawals or loans, or grant any additional contractual rights not granted by any other section of the Contract, if such a modification or grant is not required to maintain the favorable tax treatment of the Contract (or any distribution thereunder) as a TSA under the Code; provided further, in no case may the terms of the TSA Plan expand the terms of the Contract or impose any responsibilities or duties on the Company not specifically set forth in the Contract or this Rider.

We, the Company, may rely on the Eligible Employer that is the sponsor of such TSA Plan (or a representative thereof) for representations regarding the applicable provisions of such TSA Plan, any delegation of authority or responsibility thereunder by the Eligible Employer, or any instruction or information that We deem necessary, or is provided to Us, to process any request under this Rider or otherwise to carry out the terms of the Contract. The Eligible Employer is responsible for sharing with Us information that is necessary for Us to process transactions under the Contract in accordance with the terms of the TSA Plan and the Code, including information necessary for Us to satisfy any withholding or information reporting obligations that We may have under the Code with respect to the Contract. We shall rely upon the Eligible Employer's instructions in permitting Contributions to, permitting exchanges, and providing benefits or distributions from the Contract in accordance with the terms of the TSA Plan. We do not assume any responsibility for either (i) maintaining any separate accounting needed for different amounts held within the Contract, e.g., pursuant to Section B.3(c) below, (ii) determining when survivor benefits must be provided, e.g., pursuant to Section B.6 or B.7 below, or (iii) other plan administrative or recordkeeping services. In the absence of representations, instructions or information from the Eligible Employer (in the form and manner required by Us) that We deem necessary to process transactions under the Contract in conformity with the TSA Plan and the Code, We will process transactions under the Contract in the manner We deem appropriate to comply with the requirements of Code Section 403(b). Except to the extent otherwise provided by law or agreed to between Us and the Eligible Employer, We shall share with the Eligible Employer information regarding the Contract that the Eligible Employer reasonably requests for purposes of ensuring adherence to the terms of the TSA Plan. The Eligible Employer may instruct Us to deduct recordkeeping or other administrative fees from the account balance of the Contract. Such fees shall be sent by Us directly to the party specified by the Eligible Employer. All such fees deducted from the Contract may be subject to any otherwise applicable withdrawal charge.

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A. Definitions

Annuitant - The individual named as a measuring life for periodic annuity payments under the Contract.

Annuity Start Date - The first day of the first period for which an amount is received as an annuity under the Contract (taking any Separate Shares into account), as provided in Code Section 72(c)(4) and any Regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has elected most recently under the Contract, 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 under the Contract (taking any Separate Shares into account).

Applicable Designation Date - September 30 of the calendar year next following the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-4, Q&A-4.

Applicable Distribution Period - The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

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

Company, We or Us - Pacific Life Insurance Company.

Contract or Policy - The attached contract, policy or certificate issued by Us as a TSA.

Contract Debt - Indebtedness secured by a portion of the Contract's cash value, as described in Part D below, e.g., a TSA Loan.

Contributions - The Purchase Payments, premiums, rollovers or other contributions received by Us under the Contract.

Designated Beneficiary or DB - An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Reg. § 1.401(a)(9)-4. Generally, an individual must be such a beneficiary as of the Owner's date of death and remain such a beneficiary until the Applicable Designation Date in order to be treated as a Designated Beneficiary.

DB Election Date - The date that is 30 days prior to the DB Required Beginning Date.

DB Required Beginning Date - December 31 of the calendar year next following the Owner's Year of Death.

Disqualified TSA Loan - A TSA Loan that is disqualified from favorable tax treatment as described in Part D below.

Distribution Year - The calendar year for which an RMD is required. The First Distribution Year is the calendar year in which the Owner attains age 70 ½ (or, where applicable under Reg. § 1.401(a)(9)-5, Q&A-1(b), the calendar year in which the Owner retires or the calendar year next following the Owner's Year of Death). Each subsequent calendar year is also a Distribution Year.

Elective Deferral - An elective deferral under Reg. § 1.403(b)-2(b)(7) and Reg. § 1.402(g)(3)-1.

Eligible Employer - An employer that is eligible to sponsor a TSA under applicable Regulations interpreting Code Section 403(b), e.g., Reg. § 1.403(b)-2(b)(8).

ERISA - Employee Retirement Income Security Act of 1974, as amended.

IRS - Internal Revenue Service.

Life Expectancy - The life expectancy of one or more individuals as determined by using the appropriate table in Reg. § 1.401(a)(9)-9.

Measuring Designated Beneficiary - The Designated Beneficiary as of the Applicable Designation Date whose Life Expectancy is used under Reg. § 1.401(a)(9)-4 and § 1.401(a)(9)-5, Q&A-7, to determine any Applicable Distribution Period as of such date. If as of the Applicable Designation Date any trust, estate or other entity is treated under Reg. § 1.401(a)(9)-4, Q&A-3 and Q&A-5, as a beneficiary under the Contract (taking any Separate Shares into account), the Contract shall be deemed to have no Measuring Designated Beneficiary. If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has more than one Designated Beneficiary (and no entity beneficiary), the Measuring Designated Beneficiary is the Designated Beneficiary with the shortest Life Expectancy as of such date.

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 or you - The natural person who is the beneficial owner of the Contract, which is generally its Primary Annuitant, or any other Contract owner for purposes of Part E below.

Owner's Election Date - December 1 immediately preceding the Required Beginning Date.

Owner's Year of Death - The calendar year in which the Owner dies.

Plan or Qualified Plan - A tax-qualified retirement plan or arrangement under the Code, including a TSA or an eligible deferred compensation plan of a state or local government or tax-exempt organization under Code Section 457.

Primary Annuitant - The individual defined in Section E.1(c)(i) below.

QDRO - A qualified domestic relations order under Code Section 414(p).

Qualified J&S Election - An election under the survivor benefit rules that is described in Section B.6 below.

Qualifying Distribution Period - A period of time defined in Section E.1(b)(i) below.

Regulation or Reg. - A regulation issued or proposed pursuant to the Code.

Required Beginning Date - April 1 of the calendar year following the calendar year in which the Owner reaches age 70½, or if later and appropriately allowed by the TSA Plan, April 1 of the calendar year following the calendar year in which the Owner retires from employment with the Eligible Employer maintaining the TSA Plan. If distributions hereunder commence prior to such date under an annuity option that provides for distributions that are made in accordance with Reg. § 1.401(a)(9)-6, Q&A-1, then the Annuity Start Date shall be treated as the Required Beginning Date in accordance with Reg. § 1.401(a)(9)-6, Q&A-10.

RMD - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

Roth Contribution - A contribution that is a designated Roth contribution under Reg. § 1.403(b)-3(c).

Separate Share - A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Reg. § 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Reg. § 1.401(a)(9)-8, Q&A-6(b)(1). A

Separate Share shall be treated as a separate contract for RMD purposes and Sections B.8 and B.9 below.

Severance from Employment - Ceasing to be employed by the Eligible Employer that maintains the governing TSA Plan, as defined in Reg. § 1.403(b)-2(b)(19) (or in Code Section 414(u)(12)(B) for a deemed severance to serve in the uniformed services).

Spouse - The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Reg. § 1.401(a)(9)-8, Q&A-6.

Spouse's Continuation Election Date - The date that is 30 days prior to the earlier of the Spouse's Required Beginning Date or December 31 of the fifth calendar year after the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-3, Q&A-4(c).

Spouse's Required Beginning Date - The later of December 31 of the calendar year next following the Owner's Year of Death or December 31 of the calendar year in which the deceased Owner would have attained age 70 ½.

Spouse's Year of Death - The calendar year in which the Surviving Spouse dies.

Surviving Spouse - The surviving Spouse of a deceased Owner.

TSA - A tax-sheltered annuity contract under Code Section 403(b), including a custodial account, a retirement income account or a life insurance contract that is treated as such an annuity contract under Code Section 403(b)(7) or 403(b)(9) or Reg. § 1.403(b)-2(b)(2).

TSA Loan - Contract Debt that is secured by a TSA and is described in Part D below.

TSA Plan - The Qualified Plan with terms that govern the Contract as a TSA under Code Section 403(b).

B. Tax-Sheltered Annuity Provisions

The Contract is subject to the requirements of Code Section 403(b) and the Regulations relating thereto, and therefore includes the following provisions:

1. Contract Purchased under a TSA Plan with Nonforfeitable Benefits. The Contract must be purchased under a TSA Plan. Pursuant to Reg. § 1.403(b)-3(a)(1), the Contract may not be purchased under a plan qualifying under Code Section 401(a) or 403(a) or an eligible governmental plan under Code Section 457(b). The Annuitant shall be at all times the Owner of the Contract (or its beneficial Owner where a fiduciary is its legal Owner). Such individual Owner's rights under the Contract shall be nonforfeitable, and the Contract shall be for the benefit of such Owner and his or her beneficiaries.
2. Contract Benefits Not Transferable. No benefits under the Contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person other than Us, except as permitted by (a) a federal tax lien, (b) an order under Code Section 401(a)(13)(C), or (c) Reg. § 1.403(b)-10(b) or (c) (e.g., in the case of a transfer or distribution pursuant to a QDRO, an intra-plan exchange or plan-to-plan transfer described in Section B.11 below, or a direct transfer to a governmental defined benefit plan pursuant to Code Section 403(b)(13) that is described in Section B.4(d) below).
3. Contributions. Except in the case of a rollover contribution permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), Contributions must be made by or for the Owner (e.g., through the Eligible Employer maintaining the TSA Plan) within certain tax limits or by means of an intra-plan exchange or plan-to-plan transfer described in Section B.11 below. All Contributions must be made in cash. If the Owner dies before the entire interest under the Contract has been distributed, additional Contributions shall not be allowed into the Contract to the extent prohibited by published IRS guidance, e.g., excluding (and allowing in) any rollover or transfer that qualifies under Reg. § 1.403(b)-10(d). Contributions to the Contract shall be transferred to Us within a reasonable period, within the meaning of Reg. § 1.403(b)-8(b), and an Elective Deferral may be contributed up to 15 business days following the month in which such an amount would otherwise have been paid to the Owner. If the Contract is maintained pursuant to a TSA Plan, the Owner, along

with the Eligible Employer (and any designated Plan representative other than Us), shall have the sole responsibility for determining whether any Contribution satisfies the applicable income tax requirements; otherwise, the Owner shall have such sole responsibility.

- (a) Elective Deferrals and Their Limits. Pursuant to Code Sections 403(b)(1)(E) and 401(a)(30) and Reg. § 1.403(b)-3(a)(4) and -4(c), any Elective Deferrals (including those contributed to the Contract and any other Elective Deferrals for the Owner under the TSA Plan and under all other plans, contracts and arrangements that are referred to in Reg. § 1.403(b)-3(a)(4) and maintained by the Eligible Employer that maintains the TSA Plan), may not exceed the limits of Code Section 402(g), except as permitted by Code Section 414(u) (for certain veterans' rights) or by Code Section 414(v) (for a participant age 50 or over by end of the participant's tax year). If Elective Deferrals exceed this limit, We may distribute amounts equal to such excess (including any income allocable thereto) to the Owner as permitted by Reg. § 1.403(b)-4(f)(4). If not so distributed, such excess amounts (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section 402(g) or 4979(f) or Reg. § 1.403(b)-3(b)(2), -4(f) or -7(c). Contributions of Elective Deferrals into the Contract may be suspended for a period of up to six months after an Owner receives a hardship distribution allowable under Reg. § 1.403(b)-6(d).
- (b) Combined Contributions and Their Limits. Pursuant to Code Sections 403(b)(1) and 415(a)(2) and Reg. § 1.403(b)-3(a)(9) and -4(b), total Contributions into the Contract (including Elective Deferrals) may not exceed certain limits under Code Section 415. Any Elective Deferrals or other Contributions that exceed any applicable limits may not be excludable from gross income. Such excess Contributions (including any income allocable thereto) shall be separately accounted for and disbursed in accordance with Code Section 402(g) or 4979(f) or Reg. § 1.403(b)-3(b)(2), -4(f) or -7(c). The Code Section 415 limits do not apply in the case of a rollover contribution under Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), a nontaxable transfer from another contract qualifying under Code Section 403(b) or from a custodial account qualifying under Code Section 403(b)(7), or any Contribution allowed by Code Section 414(u). However, if this Contract is limited by its contractual terms to only accepting single deposits or rollover amounts, this Contract shall continue to be subject to such restrictions, except to the extent provided in the Tax Qualification and ERISA Provisions below. We may distribute Contributions (including any income allocable thereto) that were made under a mistake of fact, including (but not limited to) Contributions in excess of the Code Section 402(g) limit or other limit imposed by the Code, but only when permitted by the Code or required by the IRS.
- (c) Separate Accounting. Pursuant to Reg. § 1.403(b)-3(b)(2) and -6(d)(3), separate accounting shall be maintained for amounts held under the Contract for: (i) any Elective Deferrals; (ii) any after-tax employee Contributions; (iii) any other amounts that are transferred into the Contract from any Code Section 403(b)(7) custodial account, (iv) any undistributed excess Contributions or RMDs; (v) any eligible rollover distribution accepted into the Contract pursuant to Reg. § 1.403(b)-10(d); (vi) any unvested Contributions pursuant to Reg. § 1.403(b)-3(d)(2)(ii); (vii) any Contributions eligible for permissive withdrawal under Code Section 414(w)(2); and (viii) other Contributions and amounts added to the Contract values. Such separate accounting maintained for the Contract shall include any amounts for earnings, gains or losses with respect to each of the above separately accounted-for categories.
- (d) Other Contribution Provisions. Contributions by an Eligible Employer for an Owner who is a former employee thereof shall be accepted under this Contract (i) for a period of five tax years following the tax year in which the employee was terminated by the Eligible Employer in accordance with the Reg. § 1.403(b)-4(d), or (ii) pursuant to Reg. § 1.415(c)-2(e)(3)(i) relating to certain compensation paid by the later of 2½ months after Severance from Employment or the end of the limitation year that includes the date of Severance from Employment, or (iii) that are attributable to compensation described in Reg. § 1.415(c)-2(e)(4) or § 1.415(c)-2(g)(4) relating to compensation paid to participants who are permanently and totally disabled, or (iv) relating to qualified military service under Code Section 414(u) and Reg. § 1.415(c)-2(e)(4) or § 1.415(c)-2(g)(7). Contributions for a church employee as defined under Code Section 414(e)(3)(B) (e.g., a duly ordained, commissioned or licensed minister of a church) shall be accepted as Contributions in accordance with Code Section 415(c)(7).

- (e) Premium Minimums and Refunds. Any Purchase Payment (or premium payment) under the Contract must be at least the minimum as stated in the Purchase Payment (or Premiums) provisions of the Contract. In addition, any Purchase Payment (or premium) refund declared by Us, other than a refund attributable to an excess Contribution, will be applied toward the purchase of additional benefits or the payment of future premiums before the close of the calendar year following the refund.
4. Distribution Restrictions.
- (a) Distribution of Elective Deferrals. Pursuant to Code Section 403(b)(11) and Reg. § 1.403(b)-6, distributions (other than to correct excess Contributions, or upon termination of the TSA Plan) that are attributable to Elective Deferrals may be made only when the Owner attains age 59½, has a Severance from Employment, dies, becomes disabled (within the meaning of Code Section 72(m)(7)), incurs a hardship, is eligible for a qualified reservist distribution to which Code Section 72(t)(2)(G) applies, is eligible for permissive withdrawal under Code Section 414(w)(2), or is authorized for a federally declared disaster distribution. Any such distribution made due to a hardship is limited to the Owner's Elective Deferrals (excluding any income thereon) reduced by the aggregate prior distributions to the Owner from the Contract.
- (b) Other Distributions Not Attributable to Elective Deferrals. Other distributions not attributable to Elective Deferrals but attributable to other amounts that have been held in a Code Section 403(b)(7) custodial account are generally subject to corresponding restrictions, except that no distribution for hardship is allowable under Reg. § 1.403(b)-6(c). Otherwise, distributions from the Contract generally are not permitted prior to the Owner's Severance from Employment or some other event allowed by Reg. § 1.403(b)-6(b), except to the extent that such a distribution is attributable to either (i) after-tax employee Contributions or earnings thereon, or (ii) amounts separately accounted for as an eligible rollover distribution pursuant to Reg. § 1.403(b)-6(i) and -10(d).
- (c) Certain Mandatory Distributions. Pursuant to Code Sections 403(b)(10) and 401(a)(31)(B), if the distributee of any mandatory distribution that is described in Code Section 401(a)(31)(B)(ii) and that exceeds \$1,000 does not elect to have such distribution paid either to such distributee or in a direct transfer to an eligible retirement plan pursuant to Code Section 401(a)(31)(A), such distribution shall be paid in a direct transfer to an individual retirement plan designated by the Eligible Employer sponsoring the governing TSA Plan (or by another fiduciary thereunder), and the distributee shall be notified in writing about such transfer and that such distribution may be transferred to another individual retirement plan, in accordance with Code Section 401(a)(31) and Reg. § 1.403(b)-7(b)(5) (and to the extent required thereby).
- (d) Purchase of Permissive Service Credit. Pursuant to Code Section 403(b)(13), any amounts held under this Contract may be transferred at the Owner's direction in a direct transfer from the Contract to a defined benefit governmental plan under Code Section 414(d) in accordance with Reg. § 1.403(b)-10(b)(4). Withdrawal or surrender charges under the Contract may apply to such transfers as if they were withdrawals.
5. Rollover Distributions. Despite any provision of a governing TSA Plan to the contrary that would otherwise limit a distributee's election under this Section B.5, pursuant to Code Sections 403(b)(10) and 401(a)(31) and Reg. § 1.403(b)-7(b) a distributee may elect, at the time and in the manner prescribed by Us (and, where applicable, by the Eligible Employer), to have any portion of an eligible rollover distribution (within the meaning of Code Section 402(f)(2)(A)) paid directly to an eligible retirement plan described in Code Section 401(a)(31)(E) that is specified by the distributee, by means of a direct transfer or direct rollover. We may establish reasonable administration rules applicable to such a direct rollover or direct transfer.
6. Joint and 50% Survivor Annuity Requirements. For a Contract that is subject to the survivor benefit requirements of Code Section 401(a)(11) under Reg. § 1.401(a)-20, Q&A-3(a) or (d) (e.g., where the TSA Plan is subject to ERISA Title I section 205), if the Owner is married at the Annuity Start Date, payments shall be made in the form of a Joint and 50% Survivor Annuity, with the Owner's Spouse as

the Joint Annuitant, unless an optional form of benefit is selected in accordance with this Section B.6. Under this Joint and 50% Survivor Annuity form, payments shall be made during the lifetime of the Owner and, following the Owner's death, payments equal to 50% of the joint payment amount shall continue to such Spouse for life. In addition, the benefits under such a Contract are provided in accordance with the applicable consent, present value and other requirements of Code Sections 401(a)(11) and 417 and Reg. § 1.417(e)-1(e) and the rules in Reg. § 1.401(a)-20, Q&A-25 (for participants who are unmarried or who have a change in marital status and for surviving spouses).

- (a) The Owner may choose (without the consent of any other person) an alternative amount of the payment continuing to the Surviving Spouse from the joint and survivor annuity options available under the Contract (or offered by Us), provided that the amount of each payment to the Surviving Spouse under such option shall be not less than 50%, nor greater than 100%, of the periodic annuity benefit amount paid to the Owner, in accordance with Code Section 417(b).
- (b) In addition to the joint and survivor annuity options described in Section B.6(a) above, as of the Annuity Start Date the Owner can elect any other optional form of payment that is available under the Contract (or offered by Us), provided that both of the following conditions are satisfied:
 - (i) In accordance with Code Section 417 and Reg. § 1.401(a)-20, Q&A-31, the Owner files a Qualified J&S Election with Us within the 180-day period ending on such date, as follows (after receiving a written explanation thereof, including the revocability of such an election during such period, from a Qualified Plan representative):
 - (1) In the case of an Owner who is married at the time of election, a Qualified J&S Election is made by (A) a written statement by the Owner waiving the joint and survivor annuity options described above in this Section B.6 and specifying the form of benefit and the beneficiary designation(s) desired, and (B) a written statement from the Owner's Spouse consenting to such election. Neither the form of benefit nor any beneficiary designation selected in such a Qualified J&S Election can be changed without spousal consent, unless such Spouse consents in writing to future designations by the Owner without such spousal consent. Any such written spousal consent must acknowledge the election's effect and be witnessed by a notary public or Qualified Plan representative. If it is established to the satisfaction of a Qualified Plan representative that such Spouse's consent cannot be obtained because such Spouse cannot be located or because of other circumstances allowed by Regulations, the Owner's election can still be deemed to be a Qualified J&S Election; or
 - (2) In the case of an Owner who is not married at the time of election, a Qualified J&S Election is made by a written statement by the Owner to a Qualified Plan representative attesting to the fact that he or she is not married and specifying the optional form of payment and beneficiary designation(s) desired.
 - (ii) The option selected satisfies any applicable RMD requirements of Section B.8 below.

7. Survivor Benefits for Plans Subject to Joint and 50% Survivor Annuity Requirements. For a Contract that is subject to the survivor benefit requirements of Code Section 401(a)(11) under Reg. § 1.401(a)-20, Q&A-3(a) or (d), if an Owner is married upon the Owner's death, then the deceased Owner's interest in the Contract is subject to the provisions of the next paragraph (a) (in addition to Section B.9 below), unless such Spouse is deemed to have consented to a less favorable disposition of such interest in accordance with the next paragraph (b).

- (a) The Surviving Spouse shall be treated as the sole beneficiary of the following portion of the deceased Owner's interest in the Contract, and may apply any part (or all) of such beneficial interest to provide an annuity that satisfies any applicable RMD requirements of Section B.9 below and Reg. § 1.401(a)-20 (e.g., Q&A-20 and Q&A-22):

- (i) The Surviving Spouse shall be treated as the sole beneficiary of such Owner's interest in the Contract if no other beneficiary is entitled to any portion of such interest as of such Owner's death, or
 - (ii) If some other beneficiary is entitled to any portion of such Owner's interest in the Contract as of such Owner's death, then the Surviving Spouse shall be treated as the sole beneficiary of at least 50% of the nonforfeitable account balance of the Contract as of such Owner's death, in accordance with Code Section 417(c), and all of such Surviving Spouse's beneficial interest shall be treated as a Separate Share.
- (b) The Surviving Spouse shall be deemed to have consented to a less favorable disposition of the deceased Owner's interest in the Contract than that provided under the immediately preceding paragraph (a), if in accordance with Code Section 417(a)(2) either:
- (i) Such Spouse (or such Spouse's legal representative) has consented to such a disposition and acknowledged its effect in a written statement witnessed by a notary public or a Qualified Plan representative, or
 - (ii) It is established to the satisfaction of a Qualified Plan representative that such consent cannot be obtained because such Spouse cannot be located or does not exist or because of other circumstances allowed by Regulations.
- (c) Subject to such deemed spousal consent, the Owner may provide for any disposition of such Owner's interest in the Contract that is different from that in the immediately preceding paragraph (a) by a revocable election that (i) specifies the form of benefit and the beneficiary designation(s) desired and (ii) otherwise qualifies under Code Section 417, after receiving a written explanation thereof from a Qualified Plan representative. An Owner that makes such a revocable election also shall have the option of selecting a qualified optional survivor annuity in accordance with Code Section 417(a)(1)(A)(ii).
8. Required Minimum Distributions (RMDs). The Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental benefit rules of Code Sections 401(a)(9) and 403(b)(10) and the Regulations relating thereto (e.g., Reg. § 1.403(b)-6), as well as any applicable survivor benefit rules referred to above in Section B.6 or B.7, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions in Part C below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract (or offered by Us) that does not satisfy the requirements of this Section B.8 or Code Section 401(a)(9) shall not be permitted. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009):
- (a) The entire interest under the Contract shall be distributed:
 - (i) No later than the Required Beginning Date, or
 - (ii) By periodic distributions, starting no later than the Required Beginning Date, over the Owner's life or the lives of the Owner and a Designated Beneficiary (or over a period not extending beyond the Owner's Life Expectancy or the joint and last survivor Life Expectancy of the Owner and a Designated Beneficiary).
 - (b) RMDs shall be made in accordance with the Regulations under Code Section 401(a)(9) and related Code provisions. Accordingly:
 - (i) If the Owner has not elected otherwise in writing to Us by the Owner's Election Date to have the Owner's entire interest distributed under another method available under the Contract (or offered by Us) that qualifies under Code Section 401(a)(9) (e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2), the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the Owner's account balance for the Contract (as determined under Reg. § 1.401(a)(9)-6, Q&A-12, § 1.403(b)-6(e)(2) and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under

Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes -

- (1) The Applicable Distribution Period is determined by using the Uniform Lifetime Table in Reg. § 1.401(a)(9)-9, Q&A-2, in accordance with Reg. § 1.401(a)(9)-5, Q&A-4(a), or
- (2) If the Owner's Spouse is treated as the sole Designated Beneficiary for the Contract (taking any Separate Shares into account) for the Distribution Year under Reg. § 1.401(a)(9)-5, Q&A-4(b), the Applicable Distribution Period is the longer of the distribution period under subparagraph (1) immediately above or the joint Life Expectancy of the Owner and such Spouse, recalculated annually and based on their attained ages as of their birthdays in such Distribution Year, as reflected in the Joint and Last Survivor Table in Reg. § 1.401(a)(9)-9, Q&A-3.

Such RMD must be distributed no later than the Required Beginning Date for the first Distribution Year, and for each subsequent Distribution Year by December 31 thereof. However, the Owner may arrange to have any portion (or all) of such RMD distributed from another TSA owned by such Owner (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7). If the Owner dies on or after the Required Beginning Date, an RMD is required for the Owner's Year of Death, determined as if the Owner had lived throughout that year.

- (ii) As of the Owner's Election Date or at any time thereafter (on 30 days notice to Us), the Owner may elect in writing to have any portion or all of the undistributed interest under the Contract applied to an annuity option available under the Contract (or offered by Us) that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a) (and is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above), in accordance with Reg. § 1.401(a)(9)-8, Q&A-2(a)(3). Such an annuity option must make annuity or other periodic payments at intervals no longer than one year, and must satisfy the other requirements of Reg. § 1.401(a)(9)-6, including:
 - (1) Life annuity or a joint and survivor annuity. The Owner must be a measuring life under any life annuity option elected during the Owner's lifetime. Any periodic annuity payment to any survivor under a joint and survivor annuity may not exceed the applicable percentage of the annuity payment to the Owner and other limits, as provided in Reg. § 1.401(a)(9)-6, Q&A-2.
 - (2) Life (or joint and survivor) annuity with period certain. The amounts and duration of the annuity payments must satisfy the requirements in Reg. § 1.401(a)(9)-6, Q&A-1(b) and Q&A-2(d).
 - (3) Period certain annuity without a life contingency. The period certain may not exceed the maximum period specified in Reg. § 1.401(a)(9)-6, Q&A-3(a) and Q&A-10(b).
 - (4) Annuity payments may not be in increasing amounts, except as allowed by Reg. § 1.401(a)(9)-6, Q&A-1(a) or Q&A-14.
- (c) The Owner or any Owner's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this Rider and any applicable tax requirements.
- (d) Any current death benefit protection amount (in excess of the current account balance amount), or any disability, health or accident benefit amount, that is provided by the Contract shall not exceed the amount permitted either by the incidental benefit rules in Reg. § 1.403(b)-6(g) or -8(c) or by the TSA Plan.

9. RMDs upon Owner's Death. Upon the Owner's death, RMDs shall be made under the Contract in accordance with this Section B.9 and Code Section 401(a)(9) (and other Code provisions and Regulations relating thereto). Accordingly, selection of any annuity or other distribution option

described in the Contract (or offered by Us) that does not satisfy the requirements of this Section B.9 or Code Section 401(a)(9) shall not be permitted.

- (a) If the Owner dies before distribution of his or her interest in the Contract has begun in accordance with paragraph 8(a) above and Code Section 401(a)(9)(A)(ii) (e.g., before the Required Beginning Date), the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Owner's Year of Death, except to the extent that paragraph 9(c) or (d) below applies.
- (b) If the Owner dies after distribution of the Owner's interest in the Contract has begun in accordance with paragraph 8(a) above and Code Section 401(a)(9)(A)(ii) (e.g., on or after the Required Beginning Date) but before the Owner's entire interest has been distributed, the remaining interest shall be distributed at least as rapidly as under the method of distribution being used immediately prior to the Owner's death, except to the extent that paragraph 9(c) or (d) below applies. To the extent that the Contract has no annuity payout option in effect and no Measuring Designated Beneficiary as of the Applicable Designation Date (and paragraph 9(c) and (d) do not apply), then the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 8(b)(i) above) by the Applicable Distribution Period. For this purpose, the Applicable Distribution Period shall be determined by the Owner's remaining Life Expectancy, using the Owner's age as of the Owner's birthday in the Owner's Year of Death. For Distribution Years after the Owner's Year of Death such Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the Owner's Year of Death.
- (c) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking any Separate Shares into account) as of the Applicable Designation Date, then -
 - (i) If no irrevocable written election to the contrary has been filed with Us by the deceased Owner or the Surviving Spouse prior to the Spouse's Continuation Election Date, the Contract shall continue in the name of the deceased Owner, and RMDs must begin by the Spouse's Required Beginning Date and be made in accordance with Section 8 above. For these purposes, the Applicable Distribution Period for each Distribution Year after the Owner's Year of Death -
 - (1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and
 - (2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). If the Surviving Spouse dies before the Spouse's Required Beginning Date for such a continued Contract, then the Surviving Spouse shall be treated as the deceased Owner for purposes of this Section 9 (except that any surviving spouse of such a deceased Surviving Spouse cannot continue the Contract further under this subparagraph (i) as a Surviving Spouse). Any Surviving Spouse may arrange to have any portion (or all) of any RMD that is distributable with respect to such Spouse's interest in the Contract distributed from another TSA formerly owned by the deceased Owner for which such Spouse is also a designated beneficiary (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7).

- (ii) The Surviving Spouse may make an irrevocable election in writing with Us by the Spouse's Continuation Election Date to have such Surviving Spouse's entire interest

under the Contract distributed under another method available under the Contract (or offered by Us) that qualifies under Code Section 401(a)(9), e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:

- (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the Spouse's Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the Spouse's Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(c)(i) above.
- (d) If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has at least one Designated Beneficiary and no entity (e.g., a trust or estate) is treated under Reg. § 1.401(a)(9)-4, Q&A-3 and Q&A-5, as a beneficiary under the Contract, then -
- (i) To the extent that no irrevocable written election to the contrary has been filed with Us by the deceased Owner or any such Designated Beneficiary by the DB Election Date (and no Surviving Spouse is the sole Designated Beneficiary), then annual distributions of the remaining interest in the Contract must be made over the Applicable Distribution Period starting no later than the DB Required Beginning Date. In that case, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 8(b)(i) above) by the Applicable Distribution Period. For these purposes -
 - (1) The Applicable Distribution Period for the Distribution Year next following the Owner's Year of Death is determined by the Measuring Designated Beneficiary's remaining Life Expectancy, using such beneficiary's age as of such beneficiary's birthday in such Distribution Year; and
 - (2) For a subsequent Distribution Year the Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the calendar year next following the Owner's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 9(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). Such RMD must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31 thereof. However, any Designated Beneficiary may arrange to have any portion (or all) of such RMD (that is distributable with respect to such beneficiary's interest in the Contract) distributed from another TSA formerly owned by such deceased Owner for which such beneficiary is also a designated beneficiary (rather than from the Contract) in accordance with Reg. § 1.403(b)-6(e)(7).

- (ii) Any such Designated Beneficiary may make an irrevocable election in writing with Us by the DB Election Date to have such Designated Beneficiary's entire interest under the Contract distributed under another method available under the Contract (or offered by Us) that qualifies under Code Section 401(a)(9), e.g., Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:
 - (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or

- (2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 9(d)(i) above.
- (e) Any amounts payable to a minor child of the Owner shall be treated as if they are payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such Spouse when such child reaches the age of majority, in accordance with Reg. § 1.401(a)(9)-6, Q&A-15.
- (f) Unless the Owner has provided to the contrary in writing to Us (e.g., by selecting an annuity option that is not prohibited by any applicable survivor benefit rules referred to in Section B.6 or B.7 above), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to Us, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5, Q&A-1(e).
10. Annual Reports. We shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.
11. Tax-Free Exchanges. Tax-free exchanges within the TSA Plan and plan-to-plan transfers involving the Contract shall be allowed prior to the Annuity Start Date, to the extent permitted by Reg. § 1.403(b)-10(b). Withdrawal or surrender charges under the Contract may apply to such exchanges and transfers as if they were withdrawals.

C. Tax Qualification and ERISA Provisions

This Rider is intended to qualify the Contract as a TSA under Code Section 403(b) for federal tax purposes, and to satisfy the applicable requirements of Code Section 403(b) and any Regulations relating thereto. To achieve these purposes, the provisions of this Rider and the Contract (including any other rider or endorsement that does not specifically override these tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations, and the Contract is subject to separate accounting rules, subdivision or severance to maintain such a tax qualification of the Contract (including the favorable tax treatment of any distribution thereunder) to the maximum extent possible, e.g., under Reg. § 1.403(b)-3(b)(2), -3(d), -4(f), -6 or -10(d). We reserve the right to amend this Rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). We also reserve the right to amend this Rider or the Contract from time to time in order to meet any requirements that may apply to it under ERISA, without consent (where allowed by law). We will send you a copy of any such amendment.

D. TSA Loan Provisions

If the Contract allows loans, it is subject to the TSA Loan Provisions in this Part D. Although there are no restrictions on your ability to exercise any right provided by the loan provisions in the Contract, any exercise of those loan provisions that is not permitted by the TSA Plan may disqualify your Contract or the TSA Plan from favorable tax treatment under Code Section 403(b). Subject to this caveat and the TSA Loan Amount Limits in Section D.3 below, you may request a loan from your TSA (a TSA Loan) that is provided by a legally enforceable agreement and is secured by a portion of your Contract Value, if such a request is received by Us at least 30 days prior to the loan's effective date. If the TSA Loan's effective date would otherwise fall on the 29th, 30th or 31st day of any month, the TSA Loan's effective date will be the first business day of the following month. Adverse tax consequences may result if you exceed your TSA Loan limits or you fail to satisfy the repayment requirements for a qualified TSA Loan under Code Section 72(p)(2), and any TSA Loan must be repaid in full no later than the Annuity Start Date. Any such excess loan amount or failure to repay could result in a Disqualified TSA Loan (described below in Section D.5) or automatic withdrawal from your Contract's cash value that could be treated as a currently taxable distribution from your TSA (e.g., under Reg. § 1.403(b)-7(d) or § 1.72(p)-1), and may be subject to federal tax withholding and a federal penalty tax on premature distributions, regardless of when any such unpaid

amounts are repaid. The tax and other qualified retirement plan rules relating to TSA Loans are complex and in many cases unclear, and may involve spousal consent requirements (e.g., under ERISA Title I section 205 or Code Sections 401(a)(11) and 417(a)(4), pursuant to Reg. § 1.401(a)-20, Q&A3(d) and Q&A-24). For these reasons, and because the rules vary depending on the individual circumstances of each TSA, We advise that you consult with a qualified tax adviser before exercising the TSA Loan provisions of the Contract.

1. TSA Loan Procedures - Your TSA Loan request must be submitted on Our Loan Request Form. You may submit such a TSA Loan request at any time after 30 days after your Contract's Effective Date and 90 days prior to the Annuity Start Date. However, before requesting any new TSA Loan, you must wait 30 days after the last payment of a previous TSA Loan. If approved, your TSA Loan usually will be effective as of the end of the business day on which We receive all necessary documentation and signatures in a form satisfactory to Us. We normally will confirm such approval in writing to you and forward proceeds of your TSA Loan to you (along with written confirmation of the amount, effective date and repayment schedule for the TSA Loan) within seven calendar days after the effective date of your TSA Loan.
2. Loan Account - On the effective date of your TSA Loan, We will transfer an amount equal to the principal amount of your TSA Loan into an account called the Loan Account. If your Contract has Variable Investment Options, We will transfer amounts to the Loan Account on a pro rata basis from your Fixed and Variable Investment Options based on your Contract Value in each. For a Contract issued under a TSA Plan that is exempt from the requirements of Title 1 of ERISA, We will credit interest on amounts in the Loan Account at an annual rate equal to 3.0%. For a Contract issued under a TSA Plan that is subject to the requirements of Title 1 of ERISA, We will credit interest on amounts in the Loan Account at an annual rate that is two percentage points lower than the annual loan interest rate charged on your TSA Loan. Interest earned will accrue daily beginning on the day following the effective day of the TSA Loan. If your Contract has Variable Investment Options, the interest credited and any TSA Loan repayment amounts will be transferred from the Loan Account to your Fixed and Variable Investment Options on a pro rata basis relative to your most recent allocation instructions.
3. TSA Loan Amount Limits - You may have only one TSA Loan outstanding under the Contract at any time. In addition, no TSA Loan shall be made under your Contract unless such a loan can satisfy both the minimum and maximum TSA Loan amount limits in this Section D.3. The minimum TSA Loan amount is \$1,000, and the maximum TSA Loan amount is the lesser of:
 - (a) 50% of your Contract Value; or
 - (b) \$50,000 less your highest outstanding TSA Loan amount during the 12-month period ending on the date immediately before the effective date of your TSA Loan; or
 - (c) if your Contract contains Guaranteed Interest Options (GIOs), 100% of your Contract Value, excluding your GIO Value.

You should refer to the terms of your particular TSA Plan for any additional TSA Loan restrictions. If you have other loans outstanding pursuant to other Qualified Plans, the TSA Loan amount that you may borrow under the Contract may be further restricted under Code Section 72(p)(2). In addition, no TSA Loan refinancing or multiple TSA Loans are allowable under the Contract. We are not responsible for making any determinations or any interpretations with respect to your TSA Plan (including any permitted TSA Loan amount or refinancing, or any suitability of, or adequate security for, any TSA Loan under ERISA fiduciary standards).

4. TSA Loan Interest Rate - For a Contract issued under a TSA Plan that is exempt from the requirements of Title 1 of ERISA, you will be charged interest on your TSA Loan at an annual rate equal to 5%. For a Contract issued under a TSA Plan that is subject to the requirements of Title 1 of ERISA, you will be charged interest on your TSA Loan at an annual rate, set at the time the TSA Loan is made, equal to the higher of 5% or the Moody's Corporate Bond Yield Average-Monthly Average Corporates, as published by Moody's Investor Service, Inc., or its successor, for the most recent available month. If this Moody's Corporate Bond Yield Average-Monthly Average Corporates is no longer available, We will use a substantially similar average, subject to compliance with applicable Code requirements and state regulations. However, any such interest rate shall not exceed a

reasonable rate of interest, within the meaning of Code Section 4975(d)(1)(D) and Reg. § 1.403(b)-6(f). Interest charged will accrue daily beginning on the day your TSA Loan is effective.

5. Repayment and Default Terms - You must repay principal and interest of any TSA Loan generally within 5 years after its effective date. However, if you have certified to Us that your TSA Loan proceeds will be used to acquire a principal residence for yourself under Code Section 72(p)(2)(B)(ii), then you may request a TSA Loan for a term of up to 30 years. In either case, you must repay any loan under the Contract in full prior to the Annuity Start Date.

- (a) Your TSA Loan, including principal and accrued interest, must be repaid in quarterly installments that are substantially level, in accordance with Code Section 72(p)(2)(C). An installment will be due each quarter on the date corresponding to your TSA Loan's effective date, beginning with the first such date following the effective date of your TSA Loan. You may, however, repay your entire TSA Loan at any time. If you do so, We will bill you for any accrued interest. Your TSA Loan will be considered repaid only when the interest due also has been paid. We will treat any payment you send to Us as a loan repayment, unless you indicate otherwise. To the extent permitted by law, any loan repayment in excess of the amount then due will be applied to the principal balance of your TSA Loan. Such a repayment will not change the due dates or the periodic repayment amount due for future periods. If a loan repayment is in excess of the principal balance of your TSA Loan, any excess repayment will be refunded to you. Repayments received by Us that are less than the amount then due will be returned to you, unless otherwise required by law.
- (b) If any TSA Loan repayment is not made when due, We will declare the entire remaining TSA Loan balance in default. At that time, We will provide written notification of the amount needed to bring the TSA Loan back to the current status. You will have generally 60 days from the date on which the TSA Loan is declared in default (the grace period) to make the required repayment, but such grace period will not extend beyond the end of the calendar quarter following the calendar quarter in which such TSA Loan repayment was due, in accordance with Reg. § 1.72(p)-1, Q&A-10(a).
- (c) If the required repayment is not received by the end of the grace period, to the extent provided in your TSA Loan agreement or as otherwise required under federal tax law, We will treat the entire unpaid TSA Loan balance (including any accrued interest thereon) as a taxable distribution to you as of the time of such nonpayment, in accordance with Code Section 72(p) and any Regulations relating thereto. The amount of the outstanding TSA loan is taxable at the time of such nonpayment, even if an equal amount is not eligible for distribution from your TSA arrangement or may be subject to contractual withdrawal or surrender charges. To the extent permissible under the Code (including Code Section 403(b)(11)) and ERISA, We also shall process a withdrawal against the Contract's cash value (e.g. by partial surrender) after the end of the grace period so as to surrender the amount of cash value necessary to pay all or a portion of the defaulted TSA Loan balance and any withdrawal or surrender charge and required tax withholding relating thereto. The processing of any such withdrawal after the grace period shall reduce the TSA Loan balance owing and stop any further interest from accruing on the repaid portion of the TSA Loan balance offset. However, it will not prevent or reverse a default of the TSA loan or the tax reporting of the entire TSA Loan balance as a distribution for tax purposes, if the required repayment has not been received by Us from you by the end of the grace period for the repayment. To the extent your Contract's cash value is not then eligible for distribution, the defaulted TSA Loan balance plus accrued interest will be considered a Disqualified TSA Loan, and any amount of your Contract's cash value needed to repay such a Disqualified TSA Loan will be withdrawn as such amount of cash value becomes eligible for distribution. Generally, in order for an amount to be eligible for distribution from a TSA Plan or TSA, you must meet one of several triggering events, e.g., attainment of age 59 1/2, Severance from Employment, death, disability, or financial hardship.
- (d) If there is such a Disqualified TSA Loan under your Contract, any future withdrawals first will be applied as repayment of such Disqualified TSA Loan, including accrued interest and withdrawal charges and charges for applicable taxes, to the extent allowed by law. Any amounts withdrawn and applied as repayment of any of your TSA Loan balance will be withdrawn first from your Loan Account and then from any of your Investment Options on a

proportionate basis relative to the Contract Value in each Investment Option. If you have any outstanding TSA Loan balance that is in default, the defaulted TSA Loan balance will be considered a withdrawal or other offset for the purpose of calculating any death benefit proceeds payable under the Contract. If We are prohibited under federal tax law or ERISA from processing a withdrawal to repay amounts for which you are legally in default under the terms of your TSA Loan agreement, you shall continue to be charged interest on the delinquent amounts, as provided under the terms of your TSA Loan agreement, until such a withdrawal can be made. If required by federal tax law, We also will report as a taxable distribution any interest charged and not paid with respect to any amounts in default which We are not permitted to withdraw from the Contract's cash value. When We are no longer prohibited under federal tax law or ERISA from processing a withdrawal to repay amounts for which you are legally in default under the terms of your TSA Loan agreement, We will process a withdrawal against the Contract's cash value so as to surrender the amount of cash value necessary to pay all or a portion of the defaulted TSA Loan balance and any withdrawal or surrender charge and required tax withholding relating thereto.

6. Tax Provisions - The terms of any TSA Loan made pursuant to this Rider are intended to qualify for the exceptions in Code Sections 72(p)(2) and 4975(d)(1) so that the distribution of the TSA Loan proceeds will not constitute a distribution that is taxable to you. To achieve these purposes, these TSA Loan provisions and the provisions of the Contract (including any rider or endorsement that does not specifically override these tax qualification provisions) shall be interpreted to ensure and maintain such a tax qualification, despite any other provision to the contrary. We reserve the right to amend this Rider or the Contract to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published guidance relating thereto, without consent (where allowed by law). We will send you a copy of any such amendment.

E. Tax Treatment and Provisions for Any Nonqualified Portion

To the extent that (and so long as) any portion (or all) of the Contract is finally determined by the appropriate authorities or parties to the Contract to not qualify as part of a TSA arrangement, such portion nevertheless shall be treated as a separate contract that qualifies as an annuity contract for federal tax purposes (that no longer needs to be subject to any restriction in Parts B-D above), and shall be subject to the provisions of this Part E, except to the extent that any of these Part E provisions are specifically overridden by some other rider or endorsement to the Contract. Absent such an override, any such separate annuity contract shall be subject to the following provisions in this Part E to maintain its annuity tax qualification:

1. Required Distributions Before or After the Annuity Start Date

- (a) Death of Owner or Primary Annuitant, or Change of Primary Annuitant. Subject to the alternative election, spouse beneficiary and interpretative provisions in subsection (b) or (c) immediately below, or in the tax qualification provisions in Section E.2 below, -
 - (i) If any Owner dies on or after the Annuity Start Date and before the entire interest in this contract has been distributed, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution being used as of the date of such death;
 - (ii) If any Owner dies before the Annuity Start Date, the entire interest in this contract shall be distributed within 5 years after such death;
 - (iii) If the Owner is not an individual, then for purposes of the immediately preceding subparagraph (i) or (ii), (1) the Primary Annuitant (see subparagraph (c)(i) below) under this contract shall be treated as the Owner, and (2) any change in the Primary Annuitant allowed by this contract shall be treated as the death of the Owner; and
 - (iv) Any postponement of the Annuity Start Date, if allowed by this contract, may not be postponed beyond the Primary Annuitant's attaining age 95, without Our written consent.

- (b) Alternative Election and Spousal Beneficiary Provisions That Satisfy Distribution Requirements. Subject to any restrictions imposed by any Regulations or other published IRS guidance interpreting Code Section 72(s) -
- (i) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of an individual designated as a beneficiary by an Owner, and such beneficiary elects after such death to have such portion distributed over a Qualifying Distribution Period (described herein) that is allowed by this contract (or offered by Us) upon such death, then for purposes of satisfying the requirements of subparagraph (a)(i) or (a)(ii) immediately above, such portion shall be treated as distributed entirely on the date such periodic distributions begin. A Qualifying Distribution Period is a period that (1) does not extend beyond such beneficiary's life (or life expectancy) and (2) starts within one year after such death.
 - (ii) Such a designated beneficiary includes any individual joint Owner or successor Owner who becomes entitled to any portion of such an interest upon an Owner's death, or any other individual who controls the use of the cash value of such a portion upon an Owner's death. Any designated beneficiary may elect any settlement or other distribution option that is allowed by this contract (or offered by Us) upon an Owner's death if the option is for a Qualifying Distribution Period. In determining which distribution options can qualify for such a Qualifying Distribution Period, We may treat any contract amount that is payable upon an Owner's death to a trust (or other entity) for the benefit of an individual beneficiary as an interest (or portion thereof) that is payable for the benefit of such a designated beneficiary under this subsection (b), where such individual beneficiary certifies to us that he or she (1) is treated as the tax owner of such a trust amount for federal income tax purposes (e.g., under Code Sections 671-678) and (2) can compel its distribution to himself or herself from such trust.
 - (iii) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of such Owner's surviving spouse (e.g., as a result of such spouse being a joint Owner), then such spouse shall be treated as the Owner with respect to such portion for purposes of the requirements of subsection (a). Where such spouse is the sole designated beneficiary of this contract upon such Owner's death, such spouse may elect to continue this contract as the Owner, and We may treat such spouse as the annuitant if such deceased Owner was the annuitant and no other surviving annuitant has been designated.
- (c) Interpretative Provisions. Subject to any contrary provisions in any Regulations or other published IRS guidance interpreting Code Section 72(s):
- (i) The Primary Annuitant means the individual, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the contract, as defined in Code Section 72(s)(6)(B) (and any Regulations relating thereto).
 - (ii) We will treat any holder of the contract as its Owner for purposes of subsection (a) or (b) immediately above where necessary or appropriate.

2. Tax Qualification. This contract is intended to qualify as an annuity contract for federal income tax purposes and to satisfy the applicable requirements of Code Section 72(s). To achieve these purposes, the provisions of this contract (including this Rider and any other rider or endorsement to the contract that does not specifically override these Section 72(s) tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under this contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations. We reserve the right to amend this Rider or the contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform this contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). We will send you a copy of any such amendment.

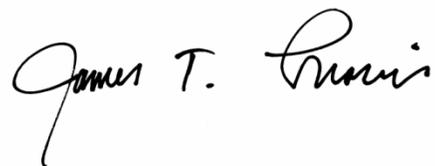
F. Termination of Rider

This Rider will end on the earlier of the following:

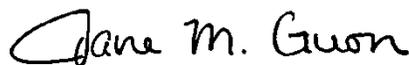
1. When We receive a request to terminate this Rider that is in a form satisfactory to Us, or
2. When the Contract terminates.

All other terms and conditions of your Contract remain unchanged.

PACIFIC LIFE INSURANCE COMPANY



[Chairman and Chief Executive Officer



Secretary]



457(b) PLAN RIDER

This Rider is a part of the contract, policy or certificate to which it is attached (the Contract) by Pacific Life Insurance Company (the Company). The Contract is hereby modified as specified below to qualify as part of a tax-qualified plan or arrangement that is described in Code Section 457(b) (an “Eligible Plan” or “Qualified Plan”) for deferred compensation from an exempt organization (an “EO” or “Eligible Employer”).

The provisions of this Rider shall control to the extent that they are in conflict with those of the Contract. However, the provisions of any Qualified Plan that govern the Contract shall control to the extent that they conflict with those of this Rider (or the Contract, e.g., when compared to Sections B.3-B.7 below) and such an override would not result in such Qualified Plan or the Contract losing its tax-qualified status. Except to the extent expressly stated, the modifications to the Contract under this Rider do not remove any non-tax restriction or limitation in the Contract on distributions, contributions, withdrawals or loans, or grant any additional contractual rights not granted by any other section of the Contract, if such a modification or grant is not required to maintain the favorable tax treatment of the Contract (or any distribution thereunder) as part of a Qualified Plan under the Code; provided further, in no case may the terms of the Qualified Plan expand the terms of the Contract or impose any responsibilities or duties on the Company not specifically set forth in the Contract or this Rider.

We, the Company, may rely on the Eligible Employer that is the sponsor of such Qualified Plan (or a representative thereof) for representations regarding the applicable provisions of such Qualified Plan, any delegation of authority or responsibility thereunder by the Eligible Employer, or any instruction or information that We deem necessary, or is provided to Us, to process any request under this Rider or otherwise to carry out the terms of the Contract. The Eligible Employer is responsible for sharing with Us information that is necessary for Us to process transactions under the Contract in accordance with the terms of the Qualified Plan and the Code, including information necessary for Us to satisfy any withholding or information reporting obligations that We may have under the Code with respect to the Contract. We shall rely upon the Eligible Employer's instructions in permitting Contributions to, permitting exchanges, and providing benefits or distributions from the Contract in accordance with the terms of the Qualified Plan. We do not assume any responsibility for either (i) maintaining any separate accounting needed for different amounts held within the Contract, e.g., pursuant to Section B.3(c) below, or (ii) other plan administrative or recordkeeping services. In the absence of representations, instructions or information from the Eligible Employer (in the form and manner required by Us) that We deem necessary to process transactions under the Contract in conformity with the Qualified Plan and the Code, We will process transactions under the Contract in the manner We deem appropriate to comply with the requirements of Code Section 457(b). Except to the extent otherwise provided by law or agreed to between Us and the Eligible Employer, We shall share with the Eligible Employer information regarding the Contract that the Eligible Employer reasonably requests for purposes of ensuring adherence to the terms of the Qualified Plan. The Eligible Employer may instruct Us to deduct recordkeeping or other administrative fees from the account balance of the Contract. Such fees shall be sent by Us directly to the party specified by the Eligible Employer. All such fees deducted from the Contract may be subject to any otherwise applicable withdrawal charge.

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A. Definitions

Annual Deferral - An amount of compensation deferred under an Eligible Plan, as defined in Reg. § 1.457-2(b), whether by salary reduction or nonelective employer contribution.

Annuitant - The individual named as a measuring life for periodic annuity payments under the Contract.

Annuity Start Date - The first day of the first period for which an amount is received as an annuity under the Contract (taking any Separate Shares into account), as provided in Code Section 72(c)(4) and any Regulations relating thereto. Such date may be a date shown in the Contract Specifications, or the date the Owner has elected most recently under the Contract, 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 under the Contract (taking any Separate Shares into account).

Applicable Designation Date - September 30 of the calendar year next following the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-4, Q&A-4.

Applicable Distribution Period - The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

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

Company, We or Us - Pacific Life Insurance Company.

Contract or Policy - The attached contract, policy or certificate issued by Us for an Eligible Plan.

Contributions - The Purchase Payments, premiums, rollovers or other contributions received by Us under the Contract.

Designated Beneficiary or DB - An individual designated or treated as a beneficiary under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Reg. § 1.401(a)(9)-4. Generally, an individual must be such a beneficiary as of the Owner's date of death and remain such a beneficiary until the Applicable Designation Date in order to be treated as a Designated Beneficiary.

DB Election Date - The date that is 30 days prior to the DB Required Beginning Date.

DB Required Beginning Date - December 31 of the calendar year next following the Owner's Year of Death.

Distribution Year - The calendar year for which an RMD is required. The First Distribution Year is the calendar year in which the Owner attains age 70½ (or, where applicable under Reg. § 1.401(a)(9)-5, Q&A-1(b), the calendar year in which the Owner retires or the calendar year next following the Owner's Year of Death). Each subsequent calendar year is also a Distribution Year.

EO - An exempt organization under the Code, e.g., a governmental or other tax-exempt organization.

EO/Owner - The Eligible Employer who is treated as the tax owner of the assets held under the Contract while it is held by the governing Eligible Plan.

EO/Owner (Gov.) - An EO/Owner that is a State or local governmental entity under Code Section 457(e)(1)(A).

EO/Owner (Non-Gov.) - An EO/Owner that is not an EO/Owner (Gov.), as defined in Code Section 457(e)(1)(B) and (e)(13) (excluding certain church-controlled organizations).

Eligible Employer - The EO employer under Code Section 457(e)(1) and (13) and Reg. § 1.457-2(e) that sponsors the Eligible (or Qualified) Plan governing the Contract.

Eligible Gov. Plan - A Plan of an EO/Owner (Gov.) under Code Section 457(b), (e)(1)(A), (e)(11) and (g) or Reg. § 1.457-2(f) and (k).

Eligible Non-Gov. Plan - A Plan of an EO/Owner (Non-Gov.) under Code Section 457(b), (e)(1)(B) and (e)(11) or Reg. § 1.457-2(f) and (k).

Eligible Plan - An Eligible Gov. Plan or an Eligible Non-Gov. Plan.

ERISA - Employee Retirement Income Security Act of 1974, as amended.

IRS - Internal Revenue Service.

Life Expectancy - The life expectancy of one or more individuals as determined by using the appropriate table in Reg. § 1.401(a)(9)-9.

Measuring Designated Beneficiary - The Designated Beneficiary as of the Applicable Designation Date whose Life Expectancy is used under Reg. § 1.401(a)(9)-4 and § 1.401(a)(9)-5, Q&A-7, to determine any Applicable Distribution Period as of such date. If as of the Applicable Designation Date any trust, estate or other entity is treated under Reg. § 1.401(a)(9)-4, Q&A-3 and Q&A-5, as a beneficiary under the Contract (taking any Separate Shares into account), the Contract shall be deemed to have no Measuring Designated Beneficiary. If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has more than one Designated Beneficiary (and no entity beneficiary), the Measuring Designated Beneficiary is the Designated Beneficiary with the shortest Life Expectancy as of such date.

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 or you - The natural person who is a qualified Plan Participant and is designated to become the eventual primary beneficial owner of the Contract (e.g., upon its distribution out of the Plan), which generally is its Primary Annuitant, or any other Contract owner for purposes of Part D below.

Owner's Election Date - December 1 immediately preceding the Required Beginning Date.

Owner's Year of Death - The calendar year in which the Owner dies.

Plan or Qualified Plan - A tax-qualified retirement plan or arrangement under the Code, e.g., under Code Section 401 or 457, including a TSA or an eligible deferred compensation plan of a state or local government or tax-exempt organization under Code Section 457(b).

Plan Participant - An employee, independent contractor or other individual who has performed service for the Eligible Employer and is a qualified participant in that EO Employer's Plan under Code Section 457(b)(1) or Reg. § 1.457-2(j).

Primary Annuitant - The individual defined in Section D.1(c)(i) below.

QDRO - A qualified domestic relations order under Code Section 414(p).

Qualifying Distribution Period - A period of time defined in Section D.1(b)(i) below.

Regulation or Reg. - A regulation issued or proposed pursuant to the Code.

Required Beginning Date - April 1 of the calendar year following the calendar year in which the Owner reaches age 70½, or if later and appropriately allowed by the Qualified Plan, April 1 of the calendar year following the calendar year in which the Owner retires from employment with the Eligible Employer maintaining the Qualified Plan. If distributions hereunder commence prior to such date under an annuity option that provides for distributions that are made in accordance with Reg. § 1.401(a)(9)-6, Q&A-1, then the Annuity Start Date shall be treated as the Required Beginning Date in accordance with Reg. § 1.401(a)(9)-6, Q&A-10.

RMD - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

Separate Share - A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Reg. § 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Reg. §1.401(a)(9)-8, Q&A-6(b)(1). A Separate Share shall be treated as a separate contract for RMD purposes and Sections B.6 and B.7 below.

Severance from Employment - Ceasing to provide service to the Eligible Employer that maintains the governing Eligible Plan, as defined in Reg. § 1.457-6(b) (or in Code Section 414(u)(12)(B) for a deemed severance to serve in the uniformed services).

Spouse - The Owner's spouse, including a former spouse covered by a QDRO who is treated as the Owner's spouse pursuant to Reg. § 1.401(a)(9)-8, Q&A-6.

Spouse's Continuation Election Date - The date that is 30 days prior to the earlier of the Spouse's Required Beginning Date or December 31 of the fifth calendar year after the Owner's Year of Death, in accordance with Reg. § 1.401(a)(9)-3, Q&A-4(c).

Spouse's Required Beginning Date - The later of December 31 of the calendar year next following the Owner's Year of Death or December 31 of the calendar year in which the deceased Owner would have attained age 70½.

Spouse's Year of Death - The calendar year in which the Surviving Spouse dies.

Surviving Spouse - The surviving Spouse of a deceased Owner.

TSA - A tax-sheltered annuity contract under Code Section 403(b), including a custodial account, a retirement income account or a life insurance contract that is treated as such an annuity contract under Code Section 403(b)(7) or 403(b)(9) or Reg. § 1.403(b)-2(b)(2).

B. 457(b) Plan Provisions

The Contract is subject to the requirements of Code Section 457(b) and the Regulations relating thereto, and therefore includes the following provisions:

1. **Exclusive Benefit.** The Annuitant shall be at all times the beneficial or legal Owner of the Contract (e.g., its beneficial Owner where the Eligible Employer or a fiduciary is its legal owner in accordance with Code Section 457(b)(6)). The Contract shall be for the exclusive benefit of such Owner and his or her beneficiaries in accordance with Code Sections 457(g) and 401(f) and Reg. § 1.457-8(a)(3), except in the case of an Eligible Non-Gov. Plan, when all amounts held hereunder must remain subject to the rights of the EO/Owner (Non-Gov.) and its creditors (until paid or made available to the Owner or other beneficiary) in order to comply with Code Section 457(b)(6) and Reg. § 1.457-8(b).
2. **Contract Benefits Not Transferable.** Pursuant to Code Sections 457(b)(5), (b)(6), (d) and 401(g) and Reg. § 1.457-6 and -8, generally no benefits under the Contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person other than Us, except as permitted (a) by a federal tax lien, (b) by an order under Code Section 401(a)(13)(C), (c) in the case of a transfer or distribution pursuant to Code Section 457(e)(16) or Reg. § 1.457-10(b) or (c) (e.g., under Section B.5 below or for a QDRO), or (d) by the EO/Owner (Non-Gov.) or other representative of a governing Eligible Non-Gov. Plan.
3. **Deferrals and Contributions.** Except in the case of a rollover Contribution permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16) or Reg. § 1.457-4(c) or -10(e), Annual Deferrals for the Owner under the governing Eligible Plan must be made pursuant to a pre-existing deferral agreement described in Reg. § 1.457-4(b) and must not exceed certain tax limits, as described below. All Contributions into this Contract must be made in cash. If the Owner dies before the entire interest under the Contract has been distributed, additional Contributions shall not be allowed into the Contract to the extent prohibited by published IRS guidance, e.g., excluding (and allowing in) any deferral, rollover or transfer that qualifies under Reg. § 1.457-4(c), -4(d) or -10(e). Contributions to the Contract for deferrals shall be transferred to Us within a reasonable period, and an Annual Deferral amount may be contributed hereto up to 15 business days following

the month in which such an amount would otherwise have been paid to the Owner, in accordance with Reg. § 1.457-8(a)(2)(ii). If the Contract is maintained pursuant to an Eligible Plan, the Owner, along with the Eligible Employer (and any designated Plan representative other than Us), shall have the sole responsibility for determining whether any deferral or Contribution satisfies the applicable income tax requirements; otherwise, the Owner shall have such sole responsibility.

- (a) Annual Deferrals and Their Limits. Pursuant to Code Section 457(b)(2) and (e)(15) and Reg. § 1.457-4(c), -4(d) and -5, any Annual Deferrals (including those contributed to the Contract and any other Annual Deferrals for the Owner under the Eligible Plan and under all other plans, contracts and arrangements that are referred to in Reg. § 1.457-4(c), -4(d) and -5) may not exceed the limits of Code Section 457(b)(2), except as permitted by Code Section 414(u) (for certain veterans' rights), Code Sections 414(v) and 457(e)(18) (for "catch-up" amounts in an Eligible Gov. Plan for a participant age 50 or over by end of the participant's tax year), or Code Section 457(b)(3) (for special "catch-up" amounts in any Eligible Plan). If Annual Deferrals exceed this limit, We shall distribute such excess (including any net income allocable thereto) to the Owner as soon as administratively practical, after the Eligible Employer or other Eligible Plan representative determines and notifies Us about such excess deferral amount, pursuant to Reg. § 1.457-4(e). If not so distributed, such excess deferral amount (including any income allocable thereto) shall be separately accounted for and disbursed subsequently in accordance with Reg. § 1.457-4(e). However, if this Contract is limited by its contractual terms to only accepting single deposits or rollover amounts, this Contract shall continue to be subject to such restrictions, except to the extent provided in the Tax Qualification Provisions below. We may distribute Contributions (including any income allocable thereto) that were made under a mistake of fact, including (but not limited to) Contributions for Annual Deferrals in excess of the Code Section 457(b) or (c) limit or other limit imposed by the Code, but only when permitted by the Code or required by the IRS.
- (b) Separate Accounting. Pursuant to Code Sections 457(e)(16), 402(c)(8)(B) and 402(c)(10) and Reg. § 1.457-4, -6, -10(b) and -10(e), separate accounting shall be maintained for amounts held under the Contract for: (i) any Annual Deferrals; (ii) any "catch-up" amounts for participants who have attained age 50 under Code Section 414(v); (iii) any special "catch-up" amounts under Code Section 457(b)(3); (iv) any rollover Contribution that is described above in Section B.3 and accepted into the Contract; (v) any undistributed excess deferrals or RMDs; (vi) any Eligible Gov. Plan amounts eligible for permissive withdrawal under Code Section 414(w)(2) and (5)(C); and (vii) other Contributions and amounts added to the Contract values. Such separate accounting maintained for the Contract shall include any amounts for earnings, gains or losses with respect to each of the above separately accounted-for categories.
- (c) Other Contribution Provisions. In accordance with Reg. § 1.457-4(b) and (d), Contributions by an Eligible Employer for an Owner who is a current or former Plan Participant may be accepted under this Contract (i) relating to certain sick, vacation or back pay, (ii) relating to certain compensation paid by the later of 2½ months after Severance from Employment or the end of the limitation year that includes the date of Severance from Employment, (iii) relating to compensation paid to participants who are permanently and totally disabled, (iv) relating to qualified military service under Code Section 414(u), or (v) relating to certain non-elective employer Contributions.
- (d) Premium Minimums and Refunds. Any Purchase Payment (or premium payment) under the Contract must be at least the minimum as stated in the Purchase Payment (or Premiums) provisions of the Contract. In addition, any Purchase Payment (or premium) refund declared by Us, other than a refund attributable to an excess Contribution, will be applied toward the purchase of additional benefits or the payment of future premiums before the close of the calendar year following the refund.

4. Distribution Restrictions.

- (a) Payment of Deferrals. Pursuant to Code Section 457(d)(1) and Reg. § 1.457-6 and § 1.401(k)-1(d), amounts deferred under the governing Eligible Plan generally may not be paid or made available hereunder to the Owner or a beneficiary (other than to correct excess

deferrals, to satisfy a QDRO, or upon termination of the Eligible Plan) before the Owner has a Severance from Employment, attains age 70½, dies, becomes disabled (within the meaning of Code Section 72(m)(7)), or in certain cases either incurs an unforeseeable emergency, is eligible for a permissive withdrawal under Code Section 414(w)(2) and (5)(C), or is authorized for a federally declared disaster distribution.

- (b) Certain Mandatory Distributions. Pursuant to Code Sections 401(a)(31)(B) and 457(b)(5) and (d)(1)(C), if the distributee of any mandatory distribution that is described in Code Section 401(a)(31)(B)(ii) and that exceeds \$1,000 does not elect to have such distribution paid either to such distributee or in a direct transfer to an eligible retirement plan pursuant to Code Section 401(a)(31)(A), such distribution shall be paid in a direct transfer to an individual retirement plan designated by the Eligible Employer sponsoring the governing Eligible Gov. Plan (or by another fiduciary thereunder), and the distributee shall be notified in writing about such transfer and that such distribution may be transferred to another individual retirement plan, in accordance with Code Sections 401(a)(31) and 457(d)(1)(C) and Reg. § 1.457-7(b)(2) (and to the extent required thereby).
 - (c) Purchase of Permissive Service Credit. Pursuant to Code Section 457(e)(17), any amounts held under this Contract pursuant to an Eligible Gov. Plan may be transferred at the Owner's direction in a direct transfer from the Contract to a defined benefit governmental plan under Code Section 414(d) in accordance with Reg. § 1.457-10(b)(8). Withdrawal or surrender charges under the Contract may apply to such transfers as if they were withdrawals.
5. Rollover and Transfer Distributions. Despite any provision of a governing Eligible Gov. Plan to the contrary that would otherwise limit a distributee's election under this Section B.5, pursuant to Code Sections 401(a)(31) and 457(e)(16) or Reg. § 1.457-10(b) a distributee may elect, at the time and in the manner prescribed by Us (and, where applicable, by the Eligible Employer), to have any portion of an eligible rollover distribution (within the meaning of Code Section 402(f)(2)(A)) from this Contract paid directly to an eligible retirement plan described in Code Section 401(a)(31)(E) that is specified by the distributee, by means of a direct transfer or direct rollover. In addition, a governing Eligible Gov. (or Non-Gov.) Plan may provide for a transfer of deferred amounts held under this Contract to certain other Qualified Plans under conditions allowed by Code Section 457(e)(10) or Reg. 1.457-10(b). We may establish reasonable administration rules applicable to any such rollover or transfer.
6. Required Minimum Distributions (RMDs). The Contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental benefit rules of Code Sections 401(a)(9) and 457(b)(5), (d)(1)(B) and (d)(2) and the Regulations relating thereto (e.g., Reg. § 1.457-6(d)), and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions in Part C below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and the selection of any annuity or other distribution option described in the Contract (or offered by Us) that does not satisfy the requirements of this Section B.6 or Code Section 401(a)(9) shall not be permitted. Accordingly, except to the extent that RMDs are waived in accordance with Code Section 401(a)(9) (e.g., for 2009):
- (a) The entire interest under the Contract shall be distributed:
 - (i) No later than the Required Beginning Date, or
 - (ii) By periodic distributions, starting no later than the Required Beginning Date, over the Owner's life or the lives of the Owner and a Designated Beneficiary (or over a period not extending beyond the Owner's Life Expectancy or the joint and last survivor Life Expectancy of the Owner and a Designated Beneficiary).
 - (b) RMDs shall be made in accordance with the Regulations under Code Section 401(a)(9) and related Code provisions. Accordingly:
 - (i) If the Owner has not elected otherwise in writing to Us by the Owner's Election Date to have the Owner's entire interest distributed under another method available under the Contract (or offered by Us) that qualifies under Code Section 401(a)(9) (e.g., under

Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2), the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the Owner's account balance for the Contract (as determined under Reg. § 1.401(a)(9)-6, Q&A-12, § 1.403(b)-6(e)(2) and § 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Reg. § 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes -

- (1) The Applicable Distribution Period is determined by using the Uniform Lifetime Table in Reg. § 1.401(a)(9)-9, Q&A-2, in accordance with Reg. § 1.401(a)(9)-5, Q&A-4(a), or
- (2) If the Owner's Spouse is treated as the sole Designated Beneficiary for the Contract (taking any Separate Shares into account) for the Distribution Year under Reg. § 1.401(a)(9)-5, Q&A-4(b), the Applicable Distribution Period is the longer of the distribution period under subparagraph (1) immediately above or the joint Life Expectancy of the Owner and such Spouse, recalculated annually and based on their attained ages as of their birthdays in such Distribution Year, as reflected in the Joint and Last Survivor Table in Reg. § 1.401(a)(9)-9, Q&A-3.

Such RMD must be distributed no later than the Required Beginning Date for the first Distribution Year, and for each subsequent Distribution Year by December 31 thereof. If the Owner dies on or after the Required Beginning Date, an RMD is required for the Owner's Year of Death, determined as if the Owner had lived throughout that year.

- (ii) As of the Owner's Election Date or at any time thereafter (on 30 days notice to Us), the Owner may elect in writing to have any portion or all of the undistributed interest under the Contract applied to an annuity option available under the Contract (or offered by Us) that qualifies under Code Section 401(a)(9) or Reg. § 1.401(a)(9)-6, Q&A-1(a), in accordance with Reg. § 1.401(a)(9)-8, Q&A-2(a)(3). Such an annuity option must make annuity or other periodic payments at intervals no longer than one year, and must satisfy the other requirements of Reg. § 1.401(a)(9)-6, including:
 - (1) Life annuity or a joint and survivor annuity. The Owner must be a measuring life under any life annuity option elected during the Owner's lifetime. Any periodic annuity payment to any survivor under a joint and survivor annuity may not exceed the applicable percentage of the annuity payment to the Owner and other limits, as provided in Reg. § 1.401(a)(9)-6, Q&A-2.
 - (2) Life (or joint and survivor) annuity with period certain. The amounts and duration of the annuity payments must satisfy the requirements in Reg. § 1.401(a)(9)-6, Q&A-1(b) and Q&A-2(d).
 - (3) Period certain annuity without a life contingency. The period certain may not exceed the maximum period specified in Reg. § 1.401(a)(9)-6, Q&A-3(a) and Q&A-10(b).
 - (4) Annuity payments may not be in increasing amounts, except as allowed by Reg. § 1.401(a)(9)-6, Q&A-1(a) or Q&A-14.
- (c) The Owner or any Owner's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this Rider and any applicable tax requirements.
- (d) Any current death benefit protection amount (in excess of the current account balance amount), or any disability, health or accident benefit amount, that is provided by the Contract shall not exceed the amount permitted either by the incidental benefit rules in Reg. § 1.401-1(b)(1)(i) or (ii) or by the governing Plan provisions.

7. RMDs upon Owner's Death. Upon the Owner's death, RMDs shall be made under the Contract in accordance with this Section B.7 and Code Section 401(a)(9) (and other Code provisions and Regulations relating thereto). Accordingly, selection of any annuity or other distribution option described in the Contract (or offered by Us) that does not satisfy the requirements of this Section B.7 or Code Section 401(a)(9) shall not be permitted.
- (a) If the Owner dies before distribution of his or her interest in the Contract has begun in accordance with paragraph 6(a) above and Code Section 401(a)(9)(A)(ii) (e.g., before the Required Beginning Date), the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Owner's Year of Death, except to the extent that paragraph 7(c) or (d) below applies.
 - (b) If the Owner dies after distribution of the Owner's interest in the Contract has begun in accordance with paragraph 6(a) above and Code Section 401(a)(9)(A)(ii) (e.g., on or after the Required Beginning Date) but before the Owner's entire interest has been distributed, the remaining interest shall be distributed at least as rapidly as under the method of distribution being used immediately prior to the Owner's death, except to the extent that paragraph 7(c) or (d) below applies. To the extent that the Contract has no annuity payout option in effect and no Measuring Designated Beneficiary as of the Applicable Designation Date (and paragraph 7(c) and (d) do not apply), then the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 6(b)(i) above) by the Applicable Distribution Period. For this purpose, the Applicable Distribution Period shall be determined by the Owner's remaining Life Expectancy, using the Owner's age as of the Owner's birthday in the Owner's Year of Death. For Distribution Years after the Owner's Year of Death such Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the Owner's Year of Death.
 - (c) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking any Separate Shares into account) as of the Applicable Designation Date, then -
 - (i) If no irrevocable written election to the contrary has been filed with Us by the deceased Owner or the Surviving Spouse prior to the Spouse's Continuation Election Date, the Contract shall continue in the name of the deceased Owner, and RMDs must begin by the Spouse's Required Beginning Date and be made in accordance with Section B.6 above. For these purposes, the Applicable Distribution Period for each Distribution Year after the Owner's Year of Death -
 - (1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and
 - (2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 7(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). If the Surviving Spouse dies before the Spouse's Required Beginning Date for such a continued Contract, then the Surviving Spouse shall be treated as the deceased Owner for purposes of this Section 7 (except that any surviving spouse of such a deceased Surviving Spouse cannot continue the Contract further under this subparagraph (i) as a Surviving Spouse).

- (ii) The Surviving Spouse may make an irrevocable election in writing with Us by the Spouse's Continuation Election Date to have such Surviving Spouse's entire interest

under the Contract distributed under another method available under the Contract (or offered by Us) that qualifies under Code Section 401(a)(9), e.g., under Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 7(a) above, such optional methods include the following:

- (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the Spouse's Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the Spouse's Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 7(c)(i) above.
- (d) If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has at least one Designated Beneficiary and no entity (e.g., a trust or estate) is treated under Reg. § 1.401(a)(9)-4, Q&A-3 and Q&A-5, as a beneficiary under the Contract, then -
- (i) To the extent that no irrevocable written election to the contrary has been filed with Us by the deceased Owner or any such Designated Beneficiary by the DB Election Date (and no Surviving Spouse is the sole Designated Beneficiary), then annual distributions of the remaining interest in the Contract must be made over the Applicable Distribution Period starting no later than the DB Required Beginning Date. In that case, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 6(b)(i) above) by the Applicable Distribution Period. For these purposes -
 - (1) The Applicable Distribution Period for the Distribution Year next following the Owner's Year of Death is determined by the Measuring Designated Beneficiary's remaining Life Expectancy, using such beneficiary's age as of such beneficiary's birthday in such Distribution Year; and
 - (2) For a subsequent Distribution Year the Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the calendar year next following the Owner's Year of Death.

However, if the Owner dies on or after the Required Beginning Date, such Applicable Distribution Period shall not be shorter than the Applicable Distribution Period measured by using the Owner's remaining Life Expectancy in accordance with paragraph 7(b) above and Reg. § 1.401(a)(9)-5, Q&A-5(a)(1). Such RMD must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31 thereof.

- (ii) Any such Designated Beneficiary may make an irrevocable election in writing with Us by the DB Election Date to have such Designated Beneficiary's entire interest under the Contract distributed under another method available under the Contract (or offered by Us) that qualifies under Code Section 401(a)(9), e.g., Reg. § 1.401(a)(9)-6, Q&A-1(a), or § 1.401(a)(9)-8, Q&A-2. In addition to any optional method that qualifies under the 5-year rule in paragraph 7(a) above, such optional methods include the following:
 - (1) Any annuity option that satisfies Reg. § 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the Applicable Distribution Period determined in accordance with subparagraph 7(d)(i) above.

- (e) Any amounts payable to a minor child of the Owner shall be treated as if they are payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such Spouse when such child reaches the age of majority, in accordance with Reg. § 1.401(a)(9)-6, Q&A-15.
 - (f) Unless the Owner has provided to the contrary in writing to Us (e.g., by selecting an annuity option), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to Us, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Reg. § 1.401(a)(9)-5, Q&A-1(e).
8. Annual Reports. We shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.

C. Tax Qualification Provisions

This Rider is intended to qualify the Contract as part of an Eligible Plan under Code Section 457(b) for federal tax purposes, and to satisfy the applicable requirements of Code Section 457(b) and any Regulations relating thereto. To achieve these purposes, the provisions of this Rider and the Contract (including any other rider or endorsement that does not specifically override these tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations, and the Contract is subject to separate accounting rules, subdivision or severance to maintain such a tax qualification of the Contract (including the favorable tax treatment of any distribution thereunder) to the maximum extent possible. We reserve the right to amend this Rider or the Contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). We will send you a copy of any such amendment.

D. Tax Treatment and Provisions for Any Nonqualified Portion

To the extent that (and so long as) any portion (or all) of the Contract is finally determined by the appropriate authorities or parties to the Contract to not qualify as part of an Eligible Plan under Code Section 457(b), such portion nevertheless shall be treated as a separate contract that qualifies as an annuity contract for federal tax purposes (that no longer needs to be subject to any restriction in Parts B-C above), and shall be subject to the provisions of this Part D, except to the extent that any of these Part D provisions are specifically overridden by some other rider or endorsement to the Contract. Absent such an override, any such separate annuity contract shall be subject to the following provisions in this Part D to maintain its annuity tax qualification:

1. Required Distributions Before or After the Annuity Start Date

- (a) Death of Owner or Primary Annuitant, or Change of Primary Annuitant. Subject to the alternative election, spouse beneficiary and interpretative provisions in subsection (b) or (c) immediately below, or in the tax qualification provisions in Section D.2 below, -
 - (i) If any Owner dies on or after the Annuity Start Date and before the entire interest in this contract has been distributed, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution being used as of the date of such death;
 - (ii) If any Owner dies before the Annuity Start Date, the entire interest in this contract shall be distributed within 5 years after such death;
 - (iii) If the Owner is not an individual, then for purposes of the immediately preceding subparagraph (i) or (ii), (1) the Primary Annuitant (see subparagraph (c)(i) below)

under this contract shall be treated as the Owner, and (2) any change in the Primary Annuitant allowed by this contract shall be treated as the death of the Owner; and

- (iv) Any postponement of the Annuity Start Date, if allowed by this contract, may not be postponed beyond the Primary Annuitant's attaining age 95, without Our written consent.

(b) Alternative Election and Spousal Beneficiary Provisions That Satisfy Distribution Requirements. Subject to any restrictions imposed by any Regulations or other published IRS guidance interpreting Code Section 72(s) -

- (i) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of an individual designated as a beneficiary by an Owner, and such beneficiary elects after such death to have such portion distributed over a Qualifying Distribution Period (described herein) that is allowed by this contract (or offered by Us) upon such death, then for purposes of satisfying the requirements of subparagraph (a)(i) or (a)(ii) immediately above, such portion shall be treated as distributed entirely on the date such periodic distributions begin. A Qualifying Distribution Period is a period that (1) does not extend beyond such beneficiary's life (or life expectancy) and (2) starts within one year after such death.
- (ii) Such a designated beneficiary includes any individual joint Owner or successor Owner who becomes entitled to any portion of such an interest upon an Owner's death, or any other individual who controls the use of the cash value of such a portion upon an Owner's death. Any designated beneficiary may elect any settlement or other distribution option that is allowed by this contract (or offered by Us) upon an Owner's death if the option is for a Qualifying Distribution Period. In determining which distribution options can qualify for such a Qualifying Distribution Period, We may treat any contract amount that is payable upon an Owner's death to a trust (or other entity) for the benefit of an individual beneficiary as an interest (or portion thereof) that is payable for the benefit of such a designated beneficiary under this subsection (b), where such individual beneficiary certifies to us that he or she (1) is treated as the tax owner of such a trust amount for federal income tax purposes (e.g., under Code Sections 671-678) and (2) can compel its distribution to himself or herself from such trust.
- (iii) If any portion of the interest of an Owner described in subsection (a) immediately above is payable to or for the benefit of such Owner's surviving spouse (e.g., as a result of such spouse being a joint Owner), then such spouse shall be treated as the Owner with respect to such portion for purposes of the requirements of subsection (a). Where such spouse is the sole designated beneficiary of this contract upon such Owner's death, such spouse may elect to continue this contract as the Owner, and We may treat such spouse as the annuitant if such deceased Owner was the annuitant and no other surviving annuitant has been designated.

(c) Interpretative Provisions. Subject to any contrary provisions in any Regulations or other published IRS guidance interpreting Code Section 72(s):

- (i) The Primary Annuitant means the individual, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the contract, as defined in Code Section 72(s)(6)(B) (and any Regulations relating thereto).
- (ii) We will treat any holder of the contract as its Owner for purposes of subsection (a) or (b) immediately above where necessary or appropriate.

2. Tax Qualification. This contract is intended to qualify as an annuity contract for federal income tax purposes and to satisfy the applicable requirements of Code Section 72(s). To achieve these purposes, the provisions of this contract (including this Rider and any other rider or endorsement to the contract that does not specifically override these Section 72(s) tax qualification provisions) shall be interpreted to ensure or maintain such a tax qualification, despite any other provision to the

contrary. Any benefits, payments or distributions under this contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations. We reserve the right to amend this Rider or the contract from time to time to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform this contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published IRS guidance relating thereto, without consent (where allowed by law). We will send you a copy of any such amendment.

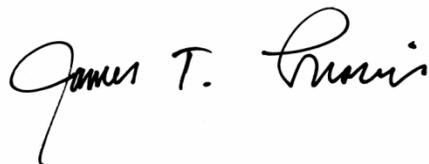
E. Termination of Rider

This Rider will end on the earlier of the following:

1. When We receive a request to terminate this Rider that is in a form satisfactory to Us, or
2. When the Contract terminates.

All other terms and conditions of your Contract remain unchanged.

PACIFIC LIFE INSURANCE COMPANY



[Chairman and Chief Executive Officer



Secretary]

SERFF Tracking #:

PACL-128829125

State Tracking #:

Company Tracking #:

QUALIFIED PLAN RIDERS

State:

Arkansas

Filing Company:

Pacific Life Insurance Company

TOI/Sub-TOI:

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

Product Name:

Riders

Project Name/Number:

Riders/20-1266

Supporting Document Schedules

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

		Item Status:	Status Date:
Satisfied - Item:	CERTIFICATION		
Comments:			
Attachment(s):			
AR Certs.pdf			

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

STATEMENT OF VARIABILITY

<u>Form Number</u>	<u>Form Description</u>
20-1266	Individual Variable Annuity Rider
20-1267	Individual Variable Annuity Rider
20-1268	Individual Variable Annuity Rider
20-1269	Individual Variable Annuity Rider
20-1270	Individual Variable Annuity Rider
20-1271	Individual Variable Annuity Rider

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

Individual Variable Annuity Rider Form Nos. 20-1266, 20-1267, 20-1268, 20-1269, 20-1270, 20-1271.

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
Cover 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.
Last 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.

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>
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

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 28, 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>
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

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 28, 2012

Date