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NASSAU RE

NASSAU LIFE AND ANNUITY COMPANY
A Stock Company

The Nassau Life and Annuity Company ("the Company") agrees, subject to the conditions and provisions of this contract, to provide the benefits specified in this contract.

If the contract is in force on the Contract Maturity Date, we shall begin to pay a series of annuity payments automatically to the Owner beginning on the Contract Maturity Date for a period certain of 10 years and as long thereafter as the Annuitant lives, unless another Annuity Payment Option is elected. The amount of each annuity payment, as described in the Annuity Benefits section, will be based on the Annuitization Value on the Contract Maturity Date and the annuity payment option rates in effect on the Contract Maturity Date.

We are issuing the contract in consideration of the application and our receipt of the Premium at our Annuity and Life Operations Division. The provisions of this contract, the following pages and any attachments make up your contract.

RIGHT TO RETURN THIS CONTRACT. This contract may be returned within 10 days ([30] days for replacements) after you receive it for a refund of the Premium, less any withdrawals made under this contract as of the date of cancellation. This contract will be void from its beginning. You may return the contract by delivering or mailing it to us at the address below.

Nassau Life and Annuity Company

[Annuity and Life Operations Division
PO Box 219361
Kansas City, MO 64121-9361
Telephone (800) 541-0171]

Signed for Nassau Life and Annuity Company at [One American Row, Hartford, Connecticut 06102].

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[President]

[]

[Secretary]

READ YOUR CONTRACT CAREFULLY

It is a legal contract between the Owner and Nassau Life and Annuity Company.

The Accumulation Value will depend on amounts credited to the Fixed Account and the Indexed Accounts. The Accumulation Value may increase based on the interest credited to the Fixed Account and Index Credits applied to the Indexed Account(s) you selected. While Account Values for each Indexed Account are affected by the value of an outside index, the contract does not directly participate in any stock, bond or index. Withdrawals or surrenders may be subject to a Market Value Adjustment, which may increase or decrease the amount withdrawn or surrendered. Withdrawals or surrenders may be subject to Surrender Charges and fees.

Single Premium Individual Deferred Fixed Indexed Annuity
Nonparticipating – not eligible for dividends

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SECTION 2: DEFINITIONS

The term “**Account**” means an Indexed Account or a Fixed Account.

The term “**Account Value**” means the value available in each Account, plus any amounts credited, less any withdrawals, fees and reallocations from each Account.

The term “**Accumulation Value**” is equal to the sum of the Account Value of each of the Accounts.

The term “**Age**” means the age of the individual on his or her last birthday.

The term “**Annuitant**” is the person on whose continuation of life the annuity benefit is based upon for this contract. The Annuitant is designated on the Schedule Pages when the contract is issued. There may be one or two Annuitants. A Joint Annuitant may be named. Unless otherwise prohibited by the terms of this contract and any attachments, the Annuitant or Joint Annuitant may be changed prior to the Contract Maturity Date. There may, however, be income tax consequences.

The term “**Annuitant Annuitization Age**” means the Annuitant’s age that determines the Contract Maturity Date. For further details see Section 16.

The term “**Annuitization Value**” is the value available upon annuitization. Your annuity payments will be based on the greater of the Cash Surrender Value and the Accumulation Value at the time of annuitization. The payments may be based on any payment option, but if you select Annuity for a Specified Period, it must be for at least ten years.

The term “**Annuity Payment Option**” means the provisions under which a series of annuity payments are made to the Owner or other payee, such as Life Annuity with Ten Years Certain.

The term “**Beneficiary**” is as defined in Section 4.

The term “**Business Day**” means any day that we are open for business and the New York Stock Exchange is open for trading. We will deem each Business Day to end at the close of regularly scheduled trading of the New York Stock Exchange (currently 4:00 p.m. Eastern Time) on that day.

The term “**Cash Surrender Value**” is defined as the amount the Owner will receive upon surrender. The amount is equal to the Accumulation Value, less any applicable Surrender Charges, less any pro-rated fees, adjusted by any applicable Market Value Adjustment. This amount will never be less than the Total Guaranteed Value. The Cash Surrender Value may be modified by other riders attached to this contract.

The term “**Contract Anniversary**” means the same day and month as the Contract Issue Date of each year following the Contract Issue Date. If the day does not exist in a month, the last day of the month will be used.

The term “**Contract Issue Date**” means the date this contract is issued and the date from which Contract Years are measured. The Contract Issue Date is shown on the Schedule Pages. The contract will begin in effect on the Contract Issue Date provided the Premium is received and the Owner is alive. The Contract Issue Date is also the start of the first Segment Duration.

The term “**Contract Maturity Date**” is the date annuity payments commence in the form of an Annuity Payment Option. The Contract Maturity Date is as shown on the Schedule Pages. For further details see Section 16.

The term “**Contract Year**” means the 12-month period beginning on the Contract Issue Date and each 12-month period thereafter.

The term “**Fixed Account Premium Allocation Percentage**” means the percentage of Premium that is allocated to the Fixed Account on the Contract Issue Date.

The term “**Free Withdrawal Amount**” means the portion of your Accumulation Value you may withdraw free of any applicable Surrender Charges, pro-rated fees and Market Value Adjustment prior to the Contract Maturity Date.

The term “**Gross Withdrawal**” means the amount deducted from the Accumulation Value as a consequence of your request for a withdrawal.

The term “**Index**” means the measure used to determine the Index Credit for a particular Indexed Account. The Index used for a particular Indexed Account that is selected is shown on the Schedule Pages.

The term “**Indexed Account Segment**” (“Segment”) refers to any particular Indexed Account selected and its associated Segment Duration. Each time an allocation is made into an Indexed Account, a new Indexed Account Segment is created. For further details see Section 6.

The term “**Index Credit**” refers to the percentage change to an Indexed Account after the application of any applicable Index Cap, Participation Rate, Index Spread and Guaranteed Minimum Index Credit.

The term “**Index Credit Amount**” refers to the dollar amount applied to your Account Value after the Index Credit is applied.

The term “**Index Value**” means the published value of the Index. The Index Value on the Contract Issue Date, Contract Anniversaries, Segment Maturity Dates or Monthly Processing Dates will be the Index Value published as of the close of business on those dates. If an Index Value is not published on any particular day, the Index Value on the next Business Day will be used.

The term “**Joint Annuitant**” is one of the persons on whose continuation of life the annuity benefit is based upon for this contract. The Joint Annuitant, if any, is designated on the Schedule Pages when the contract is issued. Unless otherwise prohibited by the terms of this contract and any attachments, the Joint Annuitant may be changed prior to the Contract Maturity Date. There may, however, be income tax consequences.

The term “**Market Value Adjustment (MVA)**” means the positive or negative change in the value you receive if you surrender your contract or take a withdrawal in excess of any applicable Free Withdrawal Amount. An MVA is only applied during the Surrender Charge period.

The term “**Maximum Fixed Account Allocation Percentage**” means the maximum percentage of Accumulation Value that can be allocated to the Fixed Account at any time. This requirement applies on the Contract Issue Date, after reallocation and after withdrawals.

The term “**Maximum Indexed Account Allocation Percentage**” means the maximum percentage of Accumulation Value that can be allocated to a particular Indexed Account at any time. This requirement applies on the Contract Issue Date, after reallocation and after withdrawals.

The term “**Minimum Allocation Percentage**” refers to the minimum percentage of the Accumulation Value that must be allocated to any Account selected. This requirement applies on the Contract Issue Date, after reallocation and after withdrawals.

The term “**Minimum Allocation Amount**” refers to the minimum dollar amount that must remain allocated to a particular Account selected. This requirement applies on the Contract Issue Date, after reallocations and after withdrawals.

The term “**Minimum Remaining Accumulation Value**” refers to the threshold below which if the Accumulation Value falls, it will be deemed a request for surrender and will trigger payment of the Cash Surrender Value, unless otherwise provided by an attached rider.

The term “**Monthly Processing Date**” means the same day of each month as the Contract Issue Date. If the day does not exist in a month, the last day of the month will be used.

The term “**Net Withdrawal**” means the payment you will receive as a consequence of your request for a withdrawal, provided sufficient Accumulation Value is available. The Net Withdrawal is equal to the Gross Withdrawal, adjusted by any applicable MVA, less any applicable Surrender Charges, any applicable pro-rated fees and taxes.

The term “**Owner**” or “**Owners**” means the person(s)(including non-natural person(s)) with ownership rights in the contract. The Owner is as shown on the Schedule Pages or as later changed. Only one Owner will be permitted if that Owner is a non-natural person. For further details see Section 4.

The term “**Owner Annuitization Age**” means the oldest Owner’s age that determines the Contract Maturity Date. For further details see Section 16.

The term “**Required Minimum Distribution**” or “**RMD**” refers to the amount that certain IRA owners and qualified plan participants must begin distributing from their retirement accounts as mandated by the Internal Revenue Code section 401(a)(9).

The term “**Segment Maturity Date**” refers to the business day on which each of the Indexed Account Segments matures. It is measured by the length of the applicable Segment, known as the Segment Duration. For further details see Section 6.

The term “**Segment Duration**” means the length of time the funds must be invested in the Indexed Account Segment in order to calculate an Index Credit. For further details see Section 6.

The term “**Strategy Fee Percentage**” means the percentage paid on certain Indexed Accounts. The initial Strategy Fee Percentage is shown on the schedule pages. The Strategy Fee Percentage will never be more than the Guaranteed Maximum Strategy Fee Percentage and you will always have the option to allocate Premium to an Indexed Account without a Strategy Fee Percentage.

The term “**Total Guaranteed Value**” means the minimum value your contract will provide as the Cash Surrender Value, annuity payment option or death benefit. For further details see Section 9.

The terms “**we**” “**us**” and “**our**” refer to the Company.

The terms “**written request**” and “**written notice**” mean a request or notice we receive in writing at our Annuity and Life Operations Division in a form satisfactory to us. Written notice may include electronic communications but will not preclude us from requiring Owner signature on certain written requests.

The terms “**you**” and “**your**” refer to the Owner(s) of this contract, as defined in Section 4, or the Joint Owners of this contract if a Joint Owner is named.

SECTION 3: ENTIRE CONTRACT

This contract is an agreement between the Owner(s) and the Company. This contract and any attachments comprise the entire contract. The contract will be in effect on the Contract Issue Date provided the Premium is received and the Owner is alive. Any change in terms of this contract, as required to conform to law, must be signed by one of our executive officers and countersigned by another one of our executive officers. Any benefits payable under this contract are payable at our Annuity and Life Operations Division. All paid-up annuity, surrender, and death benefits under this contract are not less than the minimum benefits required by the state where this contract is issued. Any additional amounts we credit to the contract will be treated as any other gain in the contract and may increase the paid-up annuity, cash surrender, and death benefits. Paid-up annuity, cash surrender benefits and death benefits will be reduced by any withdrawals and fees, if applicable.

SECTION 4: OWNER(S) AND BENEFICIARY(IES)

Owner(s)

The Owner is the person, persons, or entity, with sole and absolute power to exercise all rights and privileges without the consent of any other party, except as otherwise provided by this contract or unless we receive written notice from you providing otherwise. If no Owner is named, the Annuitant will be the Owner. Under contracts used with certain qualified plans or IRAs, the Owner must be the Annuitant. If the Owner is a non-natural person, any change to or the death of the Annuitant will be treated as the death of an Owner. If an Owner dies, all rights vest equally in the surviving Owner. If any Owner dies prior to the Contract Maturity Date, the death benefit will be paid as provided in Section 10. We may limit ownership by a non-natural person to specific situations.

Beneficiary(ies)

The Beneficiary is the person who receives death benefits under this contract. If there is no surviving Beneficiary when the death benefit becomes payable in accordance with Section 10, the Owner will be the Beneficiary. If the Owner is not living, then the estate of the Owner will be the Beneficiary.

The Owner(s) and the Beneficiary will be as shown in the contract unless you change them or they are changed by the terms of this section.

Changes

While this contract is in effect, you may change the Beneficiary, unless prohibited by an attached rider. You may also change the Owner with our consent. We reserve the right to request information regarding the relationship between any new Owner and the Annuitant or Joint Annuitant. You may change the Annuitant or Joint Annuitant or name a new Annuitant or Joint Annuitant upon the death of the Annuitant or Joint Annuitant prior to the Contract Maturity Date, except when the contract is owned by a non-natural person or such change is prohibited by an attached rider. If you do not name a new Annuitant, and the Owner is a natural person, the Owner will become the Annuitant.

A request to make any changes must be made by written request to our Annuity and Life Operations Division. If there is more than one Owner, the Owners must be spouses and both Owners must sign the request. If recorded by us, the change will be effective as of the date it was signed by the last Owner to sign, whether or not an Owner, Annuitant or Joint Annuitant is then alive. The change, however, will be subject to any payments made (including claims paid) or other action taken by us before we received the notice at our Annuity and Life Operations Division. A change of ownership may result in income tax consequences.

Your exercise of any rights will, to the extent thereof, assign, release, or surrender the interest of the Annuitant, Joint Annuitant and all beneficiaries and Owners under this contract.

SECTION 5: PREMIUM AND ALLOCATION

Premium

The amount applied to this contract on the Contract Issue Date will be the Premium received, minus a deduction for any applicable tax including premium tax where applicable. The Premium as shown on the Schedule Pages, is payable at our Annuity and Life Operations Division but may be given to an authorized representative for forwarding to our Annuity and Life Operations Division. The Premium is due on the Contract Issue Date and may not be less than the Minimum Premium or greater than the Maximum Premium shown on the Schedule Pages without our prior home office approval. No benefit associated with any such Premium will be provided until it is received by us at our Annuity and Life Operations Division, and only if received prior to the Contract Issue Date.

Tax

A premium tax (or similar tax) may be required based on the laws of the state of delivery or the state where the Owner resides on the Contract Issue Date. The premium tax rate, if any, as of the Contract Issue Date, is shown on the Schedule Pages. This charge, if any, will be deducted either from the Premium or from the Accumulation Value if and when such tax is incurred by us. We will pay any premium tax due and will reimburse ourselves upon the earlier of withdrawal, surrender, payment of death proceeds or the Contract Maturity Date. On withdrawal, we will deduct a pro rata amount of the tax based upon the ratio of the amount withdrawn to the Accumulation Value.

Premium Allocation

On the Contract Issue Date, the Premium will be allocated to the Fixed Account and Indexed Account(s) you elected, as shown on the Schedule Pages. All Premium allocations are subject to the Minimum Allocation Percentage, Minimum Allocation Amount, Maximum Fixed Account Allocation Percentage and Maximum Indexed Account Allocation Percentage shown on the Schedule Pages.

SECTION 6: FIXED ACCOUNT, INDEXED ACCOUNTS

Fixed Account

The Fixed Account earns interest daily at the Fixed Account Interest Rate. The Fixed Account Interest Rate is set on the Contract Issue Date and on each Contract Anniversary. The rate is guaranteed for one year. The Fixed Account Interest Rate will never be less than the Guaranteed Minimum Fixed Account Interest Rate shown on the Schedule Pages. The Fixed Account Interest Rate for the first Contract Year is shown on the Schedule Pages. Any allocation to the Fixed Account is subject to the Minimum Allocation Percentage, Minimum Allocation Amount and Maximum Fixed Account Allocation Percentage shown on the Schedule Pages. Fixed Account information is shown on the Schedule Pages.

On the Contract Issue Date, the Account Value of the Fixed Account is equal to the Premium multiplied by the Fixed Account Premium Allocation Percentage.

Thereafter, the Account Value for the Fixed Account equals:

1. the Account Value on the Contract Issue Date, plus
2. any interest credited, less
3. any Gross Withdrawals from the Fixed Account, less
4. any rider fees, if applicable, less
5. any reallocations from the Fixed Account, plus
6. any reallocations to the Fixed Account.

Indexed Accounts

This contract also provides for one or more Indexed Accounts. Funds can be reallocated from an Indexed Account to another Account on the Segment Maturity Date. Indexed Account information including the Minimum Allocation Percentage and Maximum Indexed Account Allocation Percentage is shown on the Schedule Pages. We reserve the right to add additional Indexed Accounts, or cease offering one or more of the Indexed Accounts at any time. If the Index associated with an Indexed Account is no longer available or if the Index calculation is substantially changed, a suitable replacement Index will be used, subject to any required regulatory approval. We will notify you of the change.

On the Contract Issue Date, the Account Value of an Indexed Account is equal to the Premium Allocation multiplied by the Premium.

On each Contract Anniversary, the Account Value for an Indexed Account equals:

1. the Account Value immediately preceding the Contract Anniversary, multiplied by the resulting value of (one plus the applicable Index Credit), less
2. any Gross Withdrawals from the Indexed Account on that Contract Anniversary, less
3. any rider fees and Strategy Fee Amounts, if applicable, less
4. any reallocations from the Indexed Account on that Contract Anniversary, plus
5. any reallocations to the Indexed Account on that Contract Anniversary.

On any other date, the Account Value for an Indexed Account equals:

1. the Account Value for such Indexed Account on the preceding Contract Anniversary, less
2. any Gross Withdrawals from the applicable Indexed Account since the preceding Contract Anniversary, less
3. any rider fees and Strategy Fee Amounts, if applicable.

For the first Contract Year, the Contract Issue Date is deemed to be the preceding Contract Anniversary for purposes of this calculation.

An Index Credit is calculated on each Segment Maturity Date according to the Indexed Accounts you elect and vests immediately. The Index Credit(s) for the Indexed Account(s) you select will be calculated in accordance with the attached rider(s). The Index Credit for a particular Indexed Account will never be less than the Guaranteed Minimum Index Credit shown on the Schedule Pages for that Indexed Account. Amounts surrendered, withdrawn or deducted as fees prior to the Segment Maturity Date will not receive the Index Credit for that Segment.

Strategy Fees

The Strategy Fee Amount is a dollar amount deducted from the Account Value of each applicable Indexed Account at each Segment Maturity Date.

On each Segment Maturity Date, the Strategy Fee Amount for any Indexed Account equals:

1. the Account Value immediately preceding the Segment Maturity Date, multiplied by
2. the Strategy Fee Percentage for the applicable Indexed Account, multiplied by
3. the Segment Duration.

Addition, Deletion, or Substitution of Indexed Accounts

We reserve the right to add additional Indexed Accounts, or cease offering one or more of the Indexed Accounts at any time in our sole discretion. If the Index associated with an Indexed Account is no longer available or if the Index calculation is substantially changed, a suitable replacement Index will be used. We will notify you prior to the effective date of the change.

SECTION 7: REALLOCATION

Reallocation among Accounts

Within thirty (30) days prior to each Contract Anniversary (for the Fixed Account) or Segment Maturity Date (for Indexed Accounts), you may request a reallocation of your Account Value among the Accounts then available. Any reallocation will be effective on the Contract Anniversary or Segment Maturity Date. Requests for reallocation must be received within five (5) Business Days prior to the Contract Anniversary or Segment Maturity Date in writing or in a format satisfactory to us at our Annuity and Life Operations Division for such requests to be effective. If we do not receive your request within five Business Days prior to the Contract Anniversary or Segment Maturity Date, we will automatically renew your Account Value to the same Account, provided the Account is still available at that time. If your existing Account is no longer available or if automatically renewing your Account Value to the same Account would cause the Segment to mature beyond the Contract Maturity Date, your Account Value will instead be allocated to the Fixed Account.

Funds can only be reallocated from the Fixed Account to an Indexed Account on Contract Anniversary. Funds can only be reallocated from an Indexed Account to another Indexed Account or to the Fixed Account on the Segment Maturity Date. Reallocations must be equal to or greater than the Minimum Allocation Amount and the Minimum Allocation Percentage.

Upon an allocation to an Indexed Account, a new Segment is created. Each Segment will have a Segment Maturity Date, which is the date on which the Index Credit is calculated and credited, if any. If the Segment Maturity Date occurs on a non-business day, the Index Credit will be calculated and credited on the next business day. Prior to the Segment Maturity Date you will be notified of your opportunity to create a new Segment. You may choose the same Account, provided that it is still available, or you may choose any other available Account.

SECTION 8: WITHDRAWALS, SURRENDER, TERMINATION AND CHARGES

Withdrawals

You may request a withdrawal greater than or equal to the Minimum Withdrawal Amount from the Accumulation Value at any time prior to the Contract Maturity Date. Such withdrawals must be by written request and must include any tax withholding and information reporting data we may reasonably require. Withdrawals that reduce the Account Value of any Account below the Minimum Allocation Amount or the Minimum Allocation Percentage will not be permitted. Withdrawals will be adjusted by any MVA and reduced by any applicable Surrender Charges, pro-rated fees and taxes. The payment you will receive is the Net Withdrawal. Withdrawals will automatically be deducted from the Fixed Account. Once the Account Value of the Fixed Account is depleted, the remaining withdrawal will be deducted proportionately from the applicable Indexed Accounts, unless you specifically request that they initially be deducted proportionately from all Accounts.

Free Withdrawal Amount

Pursuant to the Free Withdrawal Amount Percentage Schedule on the Schedule Pages, you may withdraw a portion of your Accumulation Value free of any Surrender Charge, MVA and pro-rated fees, if applicable. This portion is called the Free Withdrawal Amount. Any withdrawals taken from the Free Withdrawal Amount during the Contract Year will be considered Free Withdrawals. The Free Withdrawal Amount is equal to the greater of the following:

- a) the Free Withdrawal Amount Base multiplied by the applicable Free Withdrawal Amount Percentage shown on the Schedule Pages; or
- b) any applicable RMD associated with this contract

The Free Withdrawal Amount Base during the first Contract Year is the Accumulation Value as of the Contract Issue Date. The Free Withdrawal Amount base after the first Contract Year is the Accumulation Value as of the preceding Contract Anniversary.

Any Free Withdrawals taken during the Contract Year will reduce the total Free Withdrawal Amount available to you in that Contract Year on a dollar for dollar basis.

Surrender

You may request a withdrawal of the entire Accumulation Value at any time prior to the Contract Maturity Date; this is a surrender. Surrenders must be made by written request and include any tax withholding or information reporting data we may reasonably require. Surrender Charges, MVA, pro-rated fees, and taxes will be applied, if applicable, as described in this Section or any riders, endorsements or other forms issued in conjunction with this contract. The payment you will receive is the Cash Surrender Value and will represent termination of the contract. The Cash Surrender Value is an amount equal to the Accumulation Value, less any applicable Surrender Charges, adjusted by any applicable MVA, pro-rated fees and taxes. The Cash Surrender Value may be modified by other riders attached to this contract.

Surrender Charge

A Surrender Charge may apply to a withdrawal in excess of the Free Withdrawal Amount or a surrender, depending on the date and amount of such withdrawal or surrender. The Surrender Charge schedule is specified on the Schedule Pages. The charge is calculated by multiplying the Accumulation Value being withdrawn in excess of the Free Withdrawal Amount or surrendered by the appropriate Surrender Charge Percentage shown on the Schedule Pages. After the application of any applicable MVA, Surrender Charges will be applied to the Accumulation Value withdrawn in excess of the Free Withdrawal Amount or surrendered. Surrender Charges will be waived upon death.

Termination

If the Accumulation Value becomes zero, the contract will immediately terminate, unless otherwise determined by an attached rider, amendment, or endorsement. We will mail a written notice to you at your most recent post office address on file at our Annuity and Life Operations Division. If the Accumulation Value falls below the Minimum Remaining Accumulation Value, it will be treated as a request for surrender, unless otherwise determined by an attached rider.

SECTION 9: TOTAL GUARANTEED VALUE

The Total Guaranteed Value is the minimum value your contract will provide as the Cash Surrender Value, death benefit or amount applied to an Annuity Payment Option on the Contract Maturity Date. It is composed of two parts: the Fixed Guaranteed Value, which corresponds to the values in the Fixed Account; and the Indexed Guaranteed Value, which corresponds to the values in the Indexed Accounts. The initial Total Guaranteed Value is equal to the Premium multiplied by the Guaranteed Value Premium Factor shown on the Schedule Pages. Strategy Fees will never reduce the Total Guaranteed Value.

Both the Fixed and Indexed Guaranteed Values accumulate at specific interest rates shown on the Schedule Pages. These interest rates are guaranteed for the life of the contract. The Fixed and Indexed Guaranteed Value Interest Rates, as well as the Guaranteed Value Premium Factor are shown on the Schedule Pages.

Calculating the Fixed Guaranteed Value

On the Contract Issue Date, the Fixed Guaranteed Value equals the Fixed Account Premium Allocation Percentage multiplied by the Premium, multiplied by the Guaranteed Value Premium Factor.

On any given day after the Contract Issue Date, the Fixed Guaranteed Value equals:

- (a) the Fixed Guaranteed Value on the previous day, less
- (b) Net Withdrawals corresponding to the Fixed Guaranteed Value since the previous day, plus
- (c) the daily interest credited at the Fixed Guaranteed Value Interest Rate, less
- (d) any applicable rider fees deducted for riders attached to this contract, if any, plus
- (e) the amount of Indexed Guaranteed Value reallocated to the Fixed Guaranteed Value since the previous day, less
- (f) the amount of the Fixed Guaranteed Value reallocated to the Indexed Guaranteed Value since the previous day.

Calculating the Indexed Guaranteed Value

On the Contract Issue Date, the Indexed Guaranteed Value equals the portion of the Premium allocated to the Indexed Account(s) multiplied by the Guaranteed Value Premium Factor.

On any given day after the Contract Issue Date, the Indexed Guaranteed Value equals:

- (a) the Indexed Guaranteed Value on the previous day, less
- (b) Net Withdrawals corresponding to the Indexed Guaranteed Value since the previous day, plus
- (c) the daily interest credited at the Indexed Guaranteed Value Interest Rate, less
- (d) any applicable rider fees deducted for riders attached to this contract, if any, plus
- (e) the amount of Fixed Guaranteed Value reallocated to the Indexed Guaranteed Value since the previous day, less
- (f) the amount of the Indexed Guaranteed Value reallocated to the Fixed Guaranteed Value since the previous day.

How Withdrawals and Rider Fees Impact the Fixed and Indexed Guaranteed Values

Any withdrawal you take will reduce your Total Guaranteed Value. Any Net Withdrawals and applicable rider fees will be subtracted from the Fixed Guaranteed Value until it is exhausted. Any additional Net Withdrawals and applicable rider fees will be subtracted from the Indexed Guaranteed Value. The Total Guaranteed Value will never be less than zero.

How Reallocations Impact the Fixed and Indexed Guaranteed Values

Any reallocation of Account Value between the Fixed and Indexed Accounts will result in an adjustment of the Fixed and Indexed Guaranteed Values. The amount of the Fixed or Indexed Guaranteed Value reduction will be proportional to the amount of Account Value reallocated from either the Fixed or Indexed Account(s). The amount of the Fixed or Indexed Guaranteed Value reallocated to the receiving Account is equal to the reallocating Account's Guaranteed Value before the reallocation multiplied by the Account Value being reallocated, divided by the reallocating account's Account Value before the reallocation.

SECTION 10: DEATH BENEFIT

The death benefit will be determined upon the first death of any Owner. The death benefit is equal to the greater of the Accumulation Value or the Total Guaranteed Value as of the date of death. No Surrender Charge, MVA or fees will be included in the death benefit calculation.

No Index Credit will be applied if the death occurs prior to a Segment Maturity Date. The death benefits provided under this contract are not less than the minimum benefits required under the laws of the state where this contract is delivered or issued for delivery. Unless you affirmatively elect a different option and subject to any state regulatory restrictions, the death benefits payable under this contract will be paid through the Concierge Account, or other similar retained asset account offered by the Company.

Interest on Payment of Death Benefit

Interest will be paid for the period of time that elapses between the date of death and the date a death benefit is paid. Any interest paid is based on the current rate of interest we declare for this purpose. Post-death interest will not accrue on amounts payable under the lifetime or life expectancy annuity payments described in the Distribution at Death Requirements section below or if death occurs on or after the Contract Maturity Date.

Any death benefit that is paid more than thirty (30) calendar days from the latest of the following items will accrue additional interest at a rate of [ten (10%)] annually from the date of occurrence until the date the death benefit is paid:

- (a) The date that due proof of death is received by us;
- (b) The date we receive sufficient information to determine our liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
- (c) The date that legal impediments to payment of proceeds that depend on the action of parties other than us are resolved and sufficient evidence of the same is provided to the company. Legal impediments to payment include but are not limited to: (i) the establishment of guardianships and conservatorships; (ii) the appointment and qualification of trustees, executors and administrators or the establishment of Uniform Transfers to Minors Act or Uniform Gift to Minors Act accounts if the payee is a minor; and (iii) the submission of information required to satisfy state and federal reporting requirements.

Death Before Contract Maturity Date

If the contract is held by a single Owner who dies before the Contract Maturity Date, we will pay the death benefit to the designated Beneficiary upon receipt of the contract administration claim form and a certified death certificate, or any other proof acceptable to us. If there is more than one Owner and one of the Owners dies before the Contract Maturity Date, we will pay the death benefit to the surviving Owner. The surviving Owner will be deemed the designated Beneficiary.

If the contract is owned by a non-natural person, such as a trust for the benefit of a natural person, and the Annuitant or Joint Annuitant dies before the Contract Maturity Date, the death is treated as the death of the Owner.

Spousal Continuation Option

If the spouse of a deceased Owner is the designated Beneficiary, the surviving spouse may elect to continue the contract as the new Owner. The spouse will become the Owner of the contract, with all the rights, fees and restrictions that were in place under the contract when the deceased Owner was alive.

Distribution at Death Requirements

If the Owner dies before the Contract Maturity Date, the entire interest in the contract must be distributed within five (5) years after the date of death, and the Beneficiary may be required to elect new Accounts. In the alternative to payment within five (5) years, if any portion of the Owner's interest is payable to a designated Beneficiary, such Beneficiary may choose to take distributions over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such Beneficiary) as long as these lifetime or life expectancy payments begin not later than one year after the date of death of the Owner and that Beneficiary may be required to elect new Accounts. If a lifetime or life expectancy payment option is not timely elected or the Beneficiary is a non-natural person, the entire death benefit will be distributed in a lump sum no later than five years after the date of death.

Death On or After the Contract Maturity Date

If an Owner dies on or after the Contract Maturity Date, any remaining annuity payments must be distributed at least as rapidly as under the method of distributions being used as of the date of death. These payments will be paid to the Beneficiary under the Annuity Payment Option in effect on the date of death. Payments to the Beneficiary or surviving Owner may not be deferred or otherwise extended. Except as otherwise provided in Section 18, no death benefit is payable on death on or after the Contract Maturity Date.

SECTION 11: ASSIGNMENT

You may by written notice assign your interest in this contract, except as otherwise provided, without the consent of any person other than an irrevocable Beneficiary. Your interest, any interest of the Annuitant, Joint Annuitant and of any revocable Beneficiary shall be subject to the terms of the assignment. The notice of assignment must be filed with us at our Annuity and Life Operations Division. If there is more than one Owner, all Owners must sign the request. When recorded, it will bind us as of the date you sign it, subject to any payments made (including claims paid) or action taken by us before we received the written assignment at our Annuity and Life Operations Division. In no event will we be responsible for the validity or sufficiency of any assignment. An assignee cannot change the Beneficiary, Owner, Annuitant or Joint Annuitant. If an Owner assigns or pledges any portion of the value of a contract, that amount is treated as received under the contract at the time of the assignment or pledge. As an amount received, this portion is subject to current income taxation.

If this contract is issued in a qualified plan or an IRA, this contract is subject to assignment restrictions for federal income tax purposes. In such event, this contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose.

SECTION 12: DEFERRAL OF DETERMINATIONS

We may postpone the processing of any withdrawals or surrender for up to six (6) months from the date of request contingent upon approval by the insurance supervisory official in the jurisdiction in which this contract is issued.

SECTION 13: PROOF REQUIRED FOR PAYMENT

We may require proof of the correct Age of the Annuitant and Joint Annuitant, if any, before any annuity payments begin. We also have the right to require proof of the identity, Age, sex, and survival of any person entitled to any payment under this contract or upon whose life any payments depend.

SECTION 14: MISSTATEMENTS

If the Age or sex of the Annuitant or Joint Annuitant has been misstated in this contract, any benefits payable will be adjusted to the amount that the Accumulation Value would have purchased based on the Annuitant's or Joint Annuitant's correct Age and sex. Any overpayment(s) and underpayment(s) made by us will be charged or credited against future payments to be made under the contract. We will charge interest on any overpayments and credit interest on any underpayments at the effective annual rate of 6%.

SECTION 15: STATEMENT OF ACCOUNT

We will provide you a statement of account at least annually without charge. The statement of account will include: the beginning and end dates of the current report period, the Accumulation Value at the beginning and end of the current report period, the Cash Surrender Value, the death benefit, transaction information, and withdrawals. The statement of account will show any other information required by the state or federal laws or regulations. The statement of account will be mailed to your most recent post office address on file at our Annuity and Life Operations Division and will provide current information as of a date no more than four (4) months prior to the date of the mailing.

SECTION 16: CONTRACT MATURITY DATE

The Contract Maturity Date is shown in the Schedule Pages and is the date when annuity payments will commence. The Contract Maturity Date is the earlier of (i) and (ii) below:

- (i) = the Contract Anniversary following the date the oldest Owner attains the Owner Annuitization Age,
- (ii) = the Contract Anniversary following the date the oldest Annuitant attains the Annuitant Annuitization Age.

If this contract is issued in a qualified plan or IRA, the Contract Maturity Date may be modified pursuant to requirements set forth in the Internal Revenue Code.

SECTION 17: ANNUITY BENEFITS

On or before the Contract Maturity Date, you may elect any one of the Annuity Payment Options as described in Section 18. If no election is made, we may begin to pay a series of annuity payments automatically to the Owner beginning on the Contract Maturity Date of a period certain of 10 years and as long thereafter as the Annuitant lives. The amount of each annuity payment will be equal to the Annuitization Value as described in Section 2, less any applicable tax, divided by \$1,000 and then multiplied by the applicable current annuity payment option rates.

If the amount to be applied on the Contract Maturity Date would result in monthly payments of less than \$20, we shall have the right to pay such amount to you in one lump sum in lieu of providing such annuity. We also have the right to change the annuity payment frequency to annual if the monthly annuity payment would otherwise be less than \$20.

SECTION 18: ANNUITY PAYMENT OPTIONS

Election of an Annuity Payment Option must be made by written request. We reserve the right to require that the election of an Annuity Payment Option be in the form of a supplementary contract distributed by us reflecting the terms of the Annuity Payment Option elected. We have the right to require proof of Age and sex of any person on whose life payments depend, as well as proof of the continued survival of any such person. You may not change the Annuity Payment Option you elected after the first annuity payment is made. Where the election of an Annuity Payment Option is made by the Beneficiary of any death benefit payable under this contract, limited as described in Section 10, the term "Annuitant" as used below shall refer to such Beneficiary.

Calculation of Annuity Payments

Under the Annuity Payment Options, a stream of annuity payments is purchased on the Contract Maturity Date. The amount of the annuity payment is equal to the Annuitization Value on the Contract Maturity Date, less any applicable taxes, divided by \$1,000 and then multiplied by the applicable current annuity payment option rates for the Annuity Payment Option selected.

Life Annuity with Specified Period Certain

A fixed payout annuity payable monthly while the Annuitant is living or, if later, the end of the specified period certain. The period certain may be specified as 5, 10, or 20 years. The period certain must be elected at the time this option is elected.

Non-Refund Life Annuity

A fixed payout annuity payable monthly while the Annuitant is living and ending with the last Life payment due preceding the date of the Annuitant's death.

Joint and Survivorship Life Annuity

A fixed payout annuity payable monthly while the Annuitant and the designated Joint Annuitant are living, and continuing thereafter during the lifetime of the survivor. The amount to be continued to the survivor is 100% of the joint annuity payment. The designated Joint Annuitant must be designated at the time this option is elected and must have an adjusted age of at least 40. The adjusted age is the Joint Annuitant's actual age on the Contract Maturity Date.

Installment Refund Life Annuity

A fixed payout annuity payable monthly while the Annuitant is living or, if later, the date the annuity payments made under this option total an amount which refunds the entire amount applied under this option. If the Annuitant is not living when the final payment falls due, that payment will be limited to the amount which needs to be added to the payments already made to equal the entire amount applied under this option.

Joint and Survivorship Life Annuity with 10-Year Period Certain

A fixed payout annuity payable monthly while either the Annuitant or designated Joint Annuitant is living, or if later, the end of 10 years. The designated Joint Annuitant must be designated at the time this option is elected and must have an adjusted age of at least 40 years. The adjusted age is the Joint Annuitant's actual age on the Contract Maturity Date.

Payments for a Specified Period

Equal income installments for a specified period of years are paid and are not dependent on the continuation of a life whether the payee lives or dies. The period certain specified must be in whole numbers of years from 10 to 30.

Payments of a Specified Amount

Equal income installments of a specified amount are paid until the principal sum remaining under this option from the amount applied is less than the amount of the installment. When that happens, the principal sum remaining will be paid as a final payment. The amount specified must provide for payments for a period of at least 10 years.

Other Options

We may offer other payment options or alternative versions of the options listed above.

TABLES OF ANNUITY PAYMENT OPTION FACTORS

The tables in this section show guaranteed annuity payment option rates for a selection of ages in certain calendar years. The guaranteed annuity payment option rates are based on the [2012 Individual Annuity Reserving Mortality Table] and an interest rate of 1%. With the exception of Payments for a Specified Period, the rates below only apply for the ages and calendar years shown below. The rates for Payments for a Specified Period apply in all calendar years. You may contact our Annuity and Life Operations Division for rates that are not displayed below.

If Our rates in effect on the Contract Maturity Date are more favorable, We will use those rates, referred to as the current annuity payment option rates. The term “age” as used in the tables refers to the actual age of the Annuitant on the Contract Maturity Date.

**[Life Annuity with Specified Period Certain
Non-Refund Life Annuity
Installment Refund Life Annuity
Monthly Installments per \$1,000**

Calendar Year 2030										
Age	Male					Female				
	Non-Refund Life	Life Annuity with Specified Period Certain			Installment Refund Life	Non-Refund Life	Life Annuity with Specified Period Certain			Installment Refund Life
		5-Year	10-Year	20-Year			5-Year	10-Year	20-Year	
60	3.27	3.26	3.24	3.14	2.97	3.13	3.13	3.11	3.03	2.88
70	4.56	4.53	4.44	3.98	3.87	4.29	4.27	4.20	3.85	3.70
80	7.40	7.19	6.51	4.53	5.46	6.78	6.63	6.14	4.48	5.13
90	14.67	12.18	8.37	4.59	8.50	12.79	11.15	8.17	4.59	7.80

Calendar Year 2040										
Age	Male					Female				
	Non-Refund Life	Life Annuity with Specified Period Certain			Installment Refund Life	Non-Refund Life	Life Annuity with Specified Period Certain			Installment Refund Life
		5-Year	10-Year	20-Year			5-Year	10-Year	20-Year	
60	3.19	3.19	3.17	3.08	2.93	3.07	3.07	3.06	2.99	2.85
70	4.42	4.39	4.32	3.92	3.80	4.19	4.17	4.11	3.80	3.65
80	7.12	6.95	6.37	4.52	5.36	6.58	6.46	6.02	4.47	5.05
90	14.19	11.96	8.34	4.59	8.36	12.46	10.96	8.13	4.59	7.70

Calendar Year 2050										
Age	Male					Female				
	Non-Refund Life	Life Annuity with Specified Period Certain			Installment Refund Life	Non-Refund Life	Life Annuity with Specified Period Certain			Installment Refund Life
		5-Year	10-Year	20-Year			5-Year	10-Year	20-Year	
60	3.12	3.12	3.10	3.03	2.89	3.02	3.02	3.00	2.95	2.82
70	4.29	4.27	4.21	3.87	3.74	4.09	4.08	4.03	3.76	3.60
80	6.88	6.73	6.24	4.51	5.26	6.40	6.29	5.92	4.46	4.98
90	13.75	11.74	8.31	4.59	8.23	12.15	10.78	8.09	4.59	7.61

**[Joint Survivor Life Annuity with 10 Year Period Certain – 100% to Survivor
Monthly Installments per \$1,000**

Calendar Year 2030								
Female Age	Male Age							
	Life Annuity, 100% to Survivor				Life Annuity with 10 Year Period Certain – 100% to Survivor			
	60	70	80	90	60	70	80	90
60	2.76	2.99	3.09	3.12	2.76	2.99	3.08	3.11
70	3.05	3.67	4.09	4.24	3.05	3.66	4.07	4.19
80	3.20	4.22	5.53	6.42	3.19	4.20	5.42	6.05
90	3.25	4.47	6.76	9.94	3.24	4.41	6.33	7.88
Calendar Year 2040								
Female Age	Male Age							
	Life Annuity, 100% to Survivor				Life Annuity with 10 Year Period Certain – 100% to Survivor			
	60	70	80	90	60	70	80	90
60	2.73	2.94	3.03	3.06	2.73	2.94	3.03	3.05
70	3.00	3.60	4.00	4.14	3.00	3.59	3.98	4.10
80	3.13	4.12	5.39	6.25	3.12	4.10	5.30	5.94
90	3.17	4.34	6.55	9.70	3.16	4.29	6.20	7.83
Calendar Year 2050								
Female Age	Male Age							
	Life Annuity, 100% to Survivor				Life Annuity with 10 Year Period Certain – 100% to Survivor			
	60	70	80	90	60	70	80	90
60	2.69	2.90	2.98	3.01	2.69	2.90	2.98	3.00
70	2.95	3.53	3.92	4.05	2.95	3.53	3.91	4.02
80	3.07	4.03	5.27	6.10	3.06	4.01	5.20	5.83
90	3.11	4.23	6.37	9.47	3.10	4.19	6.07	7.77

**[Payments for a Specified Period
Annual and Monthly Installments per \$1,000**

Number of Years	Annual Installment	Monthly Installment
10	104.54	8.75
11	95.50	7.99
12	87.97	7.36
13	81.60	6.83
14	76.14	6.37
15	71.41	5.98
16	67.27	5.63
17	63.62	5.33
18	60.38	5.05
19	57.48	4.81
20	54.87	4.59
25	44.96	3.76
30	38.36	3.21

SAMPLE

The Accumulation Value will depend on amounts credited to the Fixed Account and the Indexed Accounts. The Accumulation Value may increase based on the interest credited to the Fixed Account and Index Credits applied to the Indexed Account(s) you selected. While Account Values for each Indexed Account are affected by the value of an outside index, the contract does not directly participate in any stock, bond or index. Withdrawals or surrenders may be subject to a Market Value Adjustment, which may increase or decrease the amount withdrawn or surrendered. Withdrawals or surrenders may be subject to Surrender Charges and fees.

Single Premium Individual Deferred Fixed Indexed Annuity
Nonparticipating – not eligible for dividends