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NASSAU LIFE AND ANNUITY COMPANY
A Stock Company

NURSING HOME WAIVER AMENDMENT

This amendment is attached to and made a part of the contract identified below. Except as stated in this amendment, it is subject to all of the provisions contained in the contract. The amendment becomes effective on the Issue Date.

SPECIFICATIONS

Owner:	[John Doe]
Contract Number:	[13000000]
Issue Date	[January 1, 2017]
Elimination Period:	[90 consecutive days]
Prior Confinement Period:	[1 Year period prior to the Issue Date]
Nursing Home Period:	[1 Year]
Request Period:	[2 Years]
Maximum Waiver Issue Age:	[79]

The term “**Elimination Period**” means the minimum period of time for which an Owner must be confined to a Nursing Home for the Nursing Home Waiver to be exercised.

The term “**Maximum Waiver Issue Age**” means the oldest age at which the Owner will be eligible receive this benefit as part of his or her contract. If there is more than one Owner, then the Maximum Waiver Issue Age will be applied to the oldest Owner.

Nursing Home Waiver

Prior to the Contract Maturity Date, you may take a withdrawal or surrender, adjusted by any applicable Market Value Adjustment, **without a Surrender Charge**, provided that:

- a. more than the Nursing Home Period has elapsed since the Issue Date, and
- b. the surrender or withdrawal is requested within the Request Period of the Owner's admission into a Nursing Home, and
- c. the Owner has been confined to a Nursing Home for at least the preceding Elimination Period, and
- d. the Owner was not confined to a Nursing Home during the Prior Confinement Period.

If the surrender or withdrawal request is not made within the Request Period, the Owner may still be able to exercise the Nursing Home Waiver so long as:

- a. the Owner provides us with satisfactory evidence that it was not reasonably possible to provide proof of confinement in a Nursing Home within the Request Period; and
- b. Proof was provided as soon as possible.

In no event, except in the absence of legal capacity, will the required evidence be accepted later than one year after the Request Period has ended.

There is no limit to the number of times the Owner may exercise the Nursing Home Waiver so long as the Nursing Home Waiver Claim Procedure is followed for each subsequent request. The Elimination Period will only apply to the initial exercise of the Nursing Home Waiver.

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If the Owner is a natural person, the waiver of surrender charges provided by this amendment will be based on proof, satisfactory to us, of the Owner's confinement in a Nursing Home Facility in connection with conditions a-d above.

SAMPLE

This contract is provided for information purposes only. Contract terms and values may vary significantly from this specimen copy based on the state where the contract is issued. This contract may not be available in your state.

If the Owner is a non-natural person, the waiver of surrender charges provided by this amendment will be based on proof, satisfactory to us, of the Annuitant's confinement in a Nursing Home in connection with conditions a-d above.

A **Nursing Home**, as defined by us, means a state licensed skilled nursing facility (SNF), intermediate care facility (ICF) or hospital at which medical treatment is available on a daily basis.

Nursing Home Waiver Claim Procedure

To request a withdrawal, partial surrender or full surrender using the Nursing Home Waiver the Owner must provide satisfactory evidence of confinement by written notice to our Annuity Operations Division. We will send you a claim form within 10 Business Days of our receipt of the written notice. Once you return the properly completed claim form, will review the claim and, if approved, send the requested withdrawal or surrender proceeds to the Owner.

If the claim is denied, the withdrawal or surrender proceeds shall not be disbursed until the Owner is notified of the denial and provided with the opportunity to accept or reject the amount of withdrawal or surrender proceeds. Should the Owner accept the amount of withdrawal or surrender proceeds, a request for withdrawal without the Nursing Home Waiver will be required and such proceeds will be reduced by any applicable Surrender Charges.

If a claim form is not provided within 10 Business Days of receiving the Owner's request, the claim will be considered completed and no claim form will be required. The requested withdrawal or surrender proceeds will then be sent so long as satisfactory evidence of confinement was received in the initial written notice.

Termination

Any of the following events will result in the termination of this benefit:

- a. the date the Owner requests, in writing to terminate this amendment;
- b. the date the contract to which this amendment is attached terminates; or
- c. the date the Owner requests a full surrender using the Nursing Home Waiver.

Termination of this benefit will not impact any Surrender Charges waived while the benefit was in force.

Nassau Life and Annuity Company



[Secretary]