Lincoln Benefit Life Company

A Stock Company

Home Office: 2940 South 84th Street, Lincoln, Nebraska 68506-4142

Flexible Premium Deferred Annuity Contract

This Contract is issued to the Owner in consideration of the initial purchase payment. Lincoln Benefit Life Company ("Lincoln Benefit Life") will pay the benefits of this Contract, subject to its terms and conditions.

Throughout this Contract, "you" and "your" refer to the Owner(s) of this Contract. "We", "us" and "our" refer to Lincoln Benefit Life Company.

Contract Summary

This flexible premium deferred annuity provides a cash withdrawal benefit and a death benefit during the Accumulation Phase, and periodic income payments beginning on the Payout Start Date during the Payout Phase.

This Contract does not pay dividends.

The tax status of this Contract as it applies to the Owner should be reviewed each year.

PLEASE READ YOUR CONTRACT CAREFULLY.

This is a legal Contract between the Owner(s) of this Contract and Lincoln Benefit Life Company.

Trial Examination Period

Upon written request, we will provide you with factual information regarding the benefits and provisions contained in this Contract. If you are not satisfied with this Contract for any reason, you may cancel it by written notification within 20 days after you receive it. We will refund any purchase payments less any withdrawals to you.

Michael J. Velotta Secretary

Michael flelds

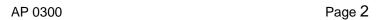
B. Eugene Wraith President

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Flexible Premium Deferred Annuity

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THE PERSONS INVOLVED

Owner The person named at the time of application is the Owner of this Contract unless subsequently changed. As Owner, you will receive any periodic income payments, unless you have directed us to pay them to someone else. This Contract cannot be jointly owned by a non-living person and a living person. If the Owner is a trust, the Owner will be considered a non-living person.

You may exercise all the rights stated in this Contract, subject to the rights of any irrevocable Beneficiary.

You may change the Owner at any time by written request in a form satisfactory to us. Each change is subject to any payments we make or other action we take before we accept it. If we accept a change, the change will take effect on the date you signed the request.

You may not assign any interest in this Contract as collateral or security for a loan. However, you may assign periodic income payments under this Contract before the Payout Start Date. We are bound by an assignment only if it is signed by you and filed with us. We are not responsible for the validity of an assignment.

If more than one person is designated as Owner:

- # Owner as used in this Contract refers to all people named as Owners, unless otherwise indicated;
- # Any request to exercise ownership rights must be signed by all Owners;
- On the death of any person who is an Owner, the surviving person(s) named as Owner(s) will continue as Owner(s), as described in the Death of Owner section; and
- # If any Owner is a non-living person, when the Annuitant dies, the Death of Annuitant section will apply.

Annuitant The Annuitant is the person named on the Annuity Data Page. The Annuitant must be a living person.

If the Owner is a living person, the Owner may change the Annuitant before the Payout Start Date by written request in a form satisfactory to us. Once we accept a change, it takes effect on the date you signed the request. Each change is subject to any payment we make or other action we take before we accept it.

Beneficiary The two classes of Beneficiaries are Primary Beneficiaries and Contingent Beneficiaries. Primary Beneficiaries and Contingent Beneficiaries are individually and collectively referred to herein as "Beneficiaries."

The Primary Beneficiary is the person(s) named on the Annuity Data Page unless later changed by the Owner. The Primary Beneficiary is the Beneficiary(ies) who is first entitled to receive benefits under this Contract upon the death of the sole surviving Owner.

The Contingent Beneficiary is the person(s) named on the Annuity Data Page unless later changed by the Owner. The Contingent Beneficiary is entitled to receive benefits under the Contract upon the death of the sole surviving Owner, when all Primary Beneficiary(ies) predecease the sole surviving Owner.

You may change or add Beneficiaries at any time by written request in a form satisfactory to us, unless you have designated an irrevocable Beneficiary. Once we accept a request, the change will take effect on the date you signed the request. Any change is subject to any payment we make or other action we take before we accept the change.

If no named Beneficiary is living when the sole surviving Owner dies, or if a Beneficiary has not been named, the new Beneficiary will be:

- i. Your spouse, or if he or she is no longer living,
- ii. Your surviving children equally, or if you have no surviving children,
- iii. Your estate.

For the purposes of this Contract, children are natural children and adopted children only.

Unless you have provided written directions to the contrary, in a form satisfactory to us, the Beneficiaries will take equal shares. If there is more than one Beneficiary in a class and one of the Beneficiaries predeceases the Owner, the deceased Beneficiary's entire share will be divided among the remaining Beneficiaries in that class in proportion to the remaining Beneficiaries' original shares.

Survivor Clause

For purposes of this Contract, in determining whether a living person, including an Owner, Primary Beneficiary, Contingent Beneficiary, or Annuitant ("Living Person A") has survived another living person, including an Owner, Primary Beneficiary, Contingent Beneficiary, or Annuitant ("Living Person B"), Living Person A must survive Living Person B by at least 24 hours. Otherwise, Living Person A will be conclusively deemed to have predeceased Living Person B.

ACCUMULATION PHASE

Accumulation Phase The "Accumulation Phase" is the first of the two phases of this Contract. The Accumulation Phase begins on the Issue Date stated on the Annuity Data Page. This phase will continue until the Payout Start Date unless the Contract is terminated before that date.

<u>Contract Year</u> A "Contract Year" is the 365 day period (366 days for a leap year) beginning on the Issue Date and on each anniversary of the Issue Date ("Contract Anniversary").

<u>Guarantee Period Account Year</u> A "Guarantee Period Account Year" is the 365 day period (366 days for a leap year) beginning on the date a purchase payment is allocated to the Guarantee Period Account and on each anniversary of that date.

<u>Purchase Payments</u> The amount of the initial purchase payment is shown on the Annuity Data Page. You may make subsequent purchase payments during the Accumulation Phase through age 90. We reserve the right to limit the amount of the Purchase Payment we will accept to a minimum of \$100 and the amount of aggregate purchase payments to a maximum of \$1,000,000, without prior approval. We reserve the right to change the minimum and maximum purchase payment amounts you may make without your prior approval. We may limit your ability to make subsequent purchase payments in order to comply with the laws of the state where this Contract is delivered.

<u>Purchase Payment Year</u> A "Purchase Payment Year" is the 365 day period (366 days for a leap year) beginning on the date the purchase payment is allocated to the Contract and on each anniversary of that date.

<u>Guarantee Period</u> We will offer term lengths you may choose for your Guarantee Period Accounts that may range from one to fifteen years. Each Guarantee Period Account has its own term length. At the expiration of a Guarantee Period, the Guarantee Period Account will automatically renew for a one year term length. At our discretion, we may offer you the option to renew for a term length equal to the length of the expiring Guarantee Period Account.

We may add to, modify or eliminate the term lengths we offer at our discretion.

<u>Guarantee Period Account</u> Your initial Guarantee Period Account(s) is established on the Issue Date and is shown on the Annuity Data Page. A new Guarantee Period Account is established each time you:

- Allocate any part or all of any subsequent purchase payments to establish a new Guarantee Period Account and you have selected a term length for the Account; or
- You elect or are deemed to have elected to transfer the Guarantee Period Account Value of an expiring Guarantee Period Account to establish the new Account.

Each Guarantee Period Account is identified by the date the Guarantee Period Account was established and the term length of the Guarantee Period Account. You may not allocate a purchase payment to an existing Guarantee Period Account, nor may you make transfers between existing Guarantee Period Accounts. Allocation of each subsequent purchase payment will be the same as the allocation for the previous purchase payment unless you specify otherwise.

<u>Guarantee Period Account Value</u> The Guarantee Period Account Value is equal to the amount of the purchase payment allocated to a Guarantee Period Account;

- # Plus credited interest to the Guarantee Period Account;
- # Less any withdrawals of purchase payments and/or interest from the Guarantee Period Account; and
- # If any withdrawal is a Net Withdrawal, as defined in the Withdrawal section below,
 - Any applicable Withdrawal Charge and taxes imposed for such withdrawal will also be deducted from the Guarantee Period Account.

Contract Value Your "Contract Value" is equal to the sum of all the Guarantee Period Account Values.

<u>Crediting Interest</u> Interest will be credited daily at a rate which compounds over one year to the annualized effective interest rate we declared when the purchase payment was allocated. We will credit interest to the Initial Purchase Payment from the Issue Date at the Annualized Effective Interest Rate for the Initial Purchase Payment shown on the Annuity Data Page. We will credit interest to subsequent purchase payments from the day we receive them at the annualized effective interest rate declared by us. We will credit interest to a renewed Guarantee Period Account from the New Account Start Date at the annualized effective interest rate declared by us. We reserve the right to vary the annualized effective interest rate we credit based upon the Contract Value on each anniversary of the applicable Guarantee Period Account. The minimum guaranteed annualized effective rates of interest that we will declare is shown under the Minimum Guaranteed Annualized Effective Rate on the Annuity Data Page.

<u>Withdrawal</u> You have the right, subject to the restrictions and charges described in this Contract, to withdraw part or all of your Contract Value at any time during the Accumulation Phase. A withdrawal must be at least \$50. If any withdrawal reduces the Contract Value to less than \$3,000, we may treat the request as a withdrawal of the entire Contract Value. If you withdraw the entire Contract Value, this Contract will terminate.

Withdrawals are subject to deductions for applicable Withdrawal Charges and taxes. When you make a withdrawal, you must specify whether you choose to make a Gross Withdrawal or a Net Withdrawal. Under a Gross Withdrawal, the deductions are made to the amount of your withdrawal request ("Withdrawal Request Amount"). Under a Net Withdrawal, you receive the full Withdrawal Request Amount; however, the deductions are made to the Guarantee Period Account Value based upon an adjusted Withdrawal Request Amount ("Adjusted Withdrawal Request Amount") that, after deductions, results in the full Withdrawal Request Amount. If you do not specify which of these options you choose, your withdrawal will be deemed to be a Gross Withdrawal.

You must specify the Guarantee Period Account(s) from which you wish to make a withdrawal. If you do not specify the Guarantee Period Account(s) from which you wish to make a withdrawal, we will withdraw funds from all Guarantee Period Account (s). The amount we withdraw from each Guarantee Period Account will be in the proportion that the Guarantee Period Account Value of that Guarantee Period Account bears to the total Guarantee Period Account Value of all Guarantee Period Accounts. Certain systematic withdrawals will be withdrawn from all Guarantee Period Accounts in the proportion that the Guarantee Period Account Value of each Guarantee Period Account bears to the total Guarantee Period Account Value of all Guarantee Period Accounts.

<u>Free Withdrawal Amount</u> The Free Withdrawal Amount in a Contract Year is equal to 10% of the Contract Value immediately before you make the first withdrawal from the Contract in that Contract Year.

During each Contract Year you may withdraw the Free Withdrawal Amount without incurring a Withdrawal Charge; however, the amount withdrawn may be subject to any applicable taxes. If you do not withdraw the entire Free Withdrawal Amount during a Contract Year, any remainder is not carried forward to increase the Free Withdrawal Amount in a subsequent Contract Year nor is it carried forward to increase the Free Withdrawal Amount of any other Contract Year. The Free Withdrawal Amount is only available during the Accumulation Phase of the Contract.

The Free Withdrawal Amount will be reduced by the Withdrawal Request Amount for each Gross Withdrawal; and by the Adjusted Withdrawal Request Amount for each Net Withdrawal.

<u>Withdrawal Charge</u> A Withdrawal Charge may be assessed on certain withdrawals from a Guarantee Period Account and may apply upon death.

Withdrawal Solution of the Accumulation Phase that exceed the Free Withdrawal Amount will be subject to a Withdrawal Charge as follows:

Contract Year:	_1	2	3	4	5	6	7+
Withdrawal Charge							
Percentage:	8%	8%	7%	6%	5%	4%	0%

The Withdrawal Charge for a given Guarantee Period Account is determined by multiplying the Withdrawal Charge Percentage corresponding to the Contract Year in the table above by the amount of each Withdrawal Request Amount (for a Gross Withdrawal) or Adjusted Withdrawal Request Amount (for a Net Withdrawal) that exceeds the Free Withdrawal Amount.

Withdrawals taken to satisfy IRS minimum distribution rules will reduce the Free Withdrawal Amount available in a Contract Year. Any Withdrawal Charge will be waived on withdrawals taken to satisfy IRS minimum distribution rules but only to the extent the Free Withdrawal Amount has been depleted. The waiver of Withdrawal Charge under this section is permitted only for withdrawals that satisfy required distributions resulting solely from this Contract.

Subject to any such waiver of Withdrawal Charges, any withdrawals taken to satisfy IRS minimum distribution rules will reduce the Free Withdrawal Amount by the Withdrawal Request Amount, if such withdrawal is a Gross Withdrawal; or the Adjusted Withdrawal Request Amount, if such withdrawal is a Net Withdrawal. We may waive Withdrawal Charges on internal replacements.

<u>Contract Maintenance Charge</u> Prior to the Payout Start Date, a Contract Maintenance Charge will be deducted from your Contract Value on each Contract Anniversary. We will also deduct this charge if you withdraw your entire Contract Value. The charge will be deducted from the oldest Guarantee Period Account first. The Contract Maintenance Charge is shown on the Annuity Data Page.

The Contract Maintenance Charge will be waived if:

- # The Contract Value on a Contract Anniversary is \$3,000 or greater; or
- You withdraw the entire Contract Value and the Contract Value is \$3,000 or greater.

<u>Taxes</u> Any premium tax relating to this Contract may be deducted from purchase payments or the Contract Value when the tax is incurred or at a later time.

<u>Death of Owner</u> If you die before the Payout Start Date, the new Owner will be the surviving Owner. If there is no surviving Owner, the new Owner will be the Beneficiary(ies) as described in the Beneficiary section.

If there is more than one new Owner taking a share of the Death Proceeds, described in the Death Proceeds section, each new Owner will be treated as a separate and independent Owner of his or her respective share of the Death Proceeds. Each new Owner will exercise all rights related to his or her share of the Death Proceeds, including the sole right to elect one of the Option(s) below for his or her respective share. Each new Owner may designate a Beneficiary(ies) for his or her respective share, but that designated Beneficiary(ies) will be restricted to the Option chosen by the original new Owner.

The Options available to the new Owner will be determined by the applicable following Category in which the new Owner is defined. An Option will be deemed to have been chosen on the day we receive written notification in a form satisfactory to us.

Category 1. If your spouse is the sole new Owner of the entire Contract, the Contract will continue in the Accumulation Phase, unless your spouse chooses from Options A, B, C, or D described below.

If you were also the Annuitant, then your spouse will be the new Annuitant, unless he or she names a new Annuitant, as described in the Annuitant section. Your spouse may make a single withdrawal of any amount within one year of the date of your death without incurring a Withdrawal Charge.

- Category 2. If the new Owner is a living person who is not your spouse, or if there are multiple living new Owners, the new Owner(s) must (each) choose from Options A, B, C, or D as described below. If a new Owner does not choose one of these Options, Option A will apply for such new Owner.
- Category 3. If the new Owner is a corporation, trust, or other non-living person, the new Owner must choose between Options A or C, described below. If the new Owner does not choose either of these Options, Option A will apply.

The following Death of Owner Options are available, as applicable:

Option A. The new Owner may receive the Death Proceeds payable within 5 years of the date of your death. The Death Proceeds will be the new Contract Value. Withdrawal Charges will be waived for any withdrawals made during this 5 year period.

If the new Owner dies before the end of the 5 year period and before the complete liquidation of the Contract Value, then the new Owner's Beneficiary(ies) will receive the remaining Contract Value. This amount must be fully withdrawn within 5 years of the date of your death.

Option B. The new Owner may elect, within 11 months of the date of your death, to receive the Death Proceeds paid out under one of the Income Plans described in the Payout Phase section, subject to the following conditions:

Income payments must begin within one year of your date of death. Income payments must be payable:

- i. Over the life of the new Owner; or
- ii. For a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner; or
- iii. Over the life of the new Owner with a guaranteed payment period of at least 5 years, but not to exceed the life expectancy of the new Owner.
- Option C. The new Owner may elect to receive the Death Proceeds in a lump sum.
- Option D. The Contract may continue in the Accumulation Phase with the Death Proceeds as the Contract Value, subject to the following restrictions:
 - i. An annual required distribution must be withdrawn in each calendar year as specified below.
 - ii. In the calendar year in which the Death Proceeds are determined, the annual required distribution is equal to the Death Proceeds divided by the life expectancy of the new Owner, and the result multiplied by a fraction that represents the portion of the calendar year remaining after the date the Death Proceeds were determined. In any subsequent calendar year, the annual required distribution is equal to the Contract Value as of December 31 of the prior year divided by the remaining life expectancy of the new Owner.
 - iii. The first withdrawal must occur within one year of your date of death. The new Owner may only withdraw the minimum annual required distribution amount per year or make a full withdrawal terminating the Contract.
 - iv. Withdrawal Charges do not apply.
 - v. If the new Owner dies, the named Beneficiary(ies) will continue under Option D using the original new Owner's life expectancy.

All ownership rights subject to the conditions stated in this section or any restrictions previously placed upon the Beneficiary are available to the new Owner from the date of your death until the date on which the Death Proceeds are paid.

No additional purchase payments may be added to the Contract under Options A, B, C, or D after we have received the first complete request for settlement of the Death Proceeds from any Owner.

We reserve the right to offer additional Death of Owner Options.

If the Owner Dies after the Payout Start Date, refer to the Payout Phase section of this Contract.

<u>Death of Annuitant</u> If the Annuitant who is also the Owner dies before the Payout Start Date, the Death of Owner section above applies.

If the Annuitant who is not also the Owner dies before the Payout Start Date, the Options available to the Owner will be determined by the applicable following Category in which the Owner is defined.

Category 1. If the Owner is a living person, the Contract will continue in the Accumulation Phase with a new Annuitant.

The new Annuitant will be:

- A person you name by written request, subject to the conditions described in the Annuitant section of this Contract; otherwise,
- # The youngest Owner; otherwise,
- # The youngest Beneficiary.
- Category 2. If the Owner is a corporation, trust, or other non-living person, the Owner must receive the Death Proceeds payable within 5 years of the Annuitant's date of death. The Death Proceeds will be the new Contract Value.

Withdrawal Charges will be waived for any withdrawals made during this 5 year period.

All ownership rights, subject to the conditions stated in this section, are available to the Owner from the date of the Annuitant's death until the date on which the Death Proceeds are paid.

No additional purchase payments may be added to the Contract after we have received the first complete request for settlement of the Death Proceeds from any Owner.

We reserve the right to offer additional Death of Annuitant Options.

If the Annuitant dies after the Payout Start Date, refer to the Payout Phase section of this Contract.

<u>Death Proceeds</u> Before the Payout Start Date, the Death Proceeds are equal to the greater of Contract Value less any applicable withdrawal charges or the sum of all Purchase Payments minus any prior withdrawals and any applicable taxes we withhold for you. The value of the Death Proceeds is calculated on the date we receive the first complete request for settlement from any Owner. A complete request must include due proof of death.

PAYOUT PHASE

<u>Payout Phase</u> The "Payout Phase" is the second of the two phases of this Contract. The Payout Phase begins on the Payout Start Date. It continues until we make the last payment as provided by the Income Plan chosen.

<u>Payout Start Date</u> The "Payout Start Date" is the date the Contract Value less any applicable taxes is applied to an Income Plan. The anticipated Payout Start Date is shown on the Annuity Data Page. You may change the Payout Start Date by writing to us at least 30 days before the new Payout Start Date.

The Payout Start Date must be at least 30 days after the Issue Date, and occur on or before the later of:

- š The Annuitant's 90th birthday; or
- š The 10th Contract Anniversary.

Income Plans An "Income Plan" is a series of payments made on a scheduled basis to you or to another person designated by you. You may choose only one Income Plan. The "Guaranteed Payment Period" is the period of time over which income payments are guaranteed to be made. The Contract Value on the Payout Start Date, less any applicable taxes, will be applied to your Income Plan choice from the following list.

Income Plan 1 – Life Income with Guaranteed Payment Period. We will make payments for as long as the Annuitant lives, or until the end of the Guaranteed Payment Period, if longer. The Guaranteed Payment Period may range from 0 to 360 months. If the Annuitant is age 90 or older on the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months.

<u>Income Plan 2 – Joint and Survivor Life Income with Guaranteed Payment Period.</u> We will make payments for as long as either the Annuitant or joint Annuitant, named at the time of Income Plan selection, lives, or until the end of the Guaranteed Payment Period, if longer. The Guaranteed Payment Period may range from 0 to 360 months. If either the Annuitant or joint Annuitant is age 90 or older on the Payout Start Date, the Guaranteed Payment Period may range from 60 to 360 months.

Income Plan 3 – Guaranteed Payment Period. We will make payments for a Guaranteed Payment Period. These payments do not depend on the Annuitant's life. The minimum Guaranteed Payment Period is 60 months (120 months if the Payout Start Date occurs before the third Contract Anniversary). The maximum Guaranteed Payment Period is 360 months or the number of full months between the Payout Start Date and the date that the Annuitant reaches age 100, if greater. In no event may the Guaranteed Payment Period exceed 600 months. If the Guaranteed Payment Period is less than 120 months, withdrawal charges will apply to the entire Contract Value.

We reserve the right to make available other Income Plans.

Payout Terms and Conditions The income payments are subject to the following terms and conditions:

- š If the Contract Value is less than \$2,000 when it is applied to the Income Plan you choose, or if the Contract Value is not enough to provide an initial payment of at least \$20 when it is applied to the Income Plan you choose, we reserve the right to:
 - š Change the payment frequency to make the payment at least \$20; or
 - š Terminate the Contract and pay you the Contract Value less any applicable taxes in a lump sum.
- š If we do not receive a written selection of an Income Plan from you at least 30 days before the Payout Start Date, the Income Plan will be deemed to be a Life Income with a Guaranteed Payment Period of 120 months.
- š If you choose an Income Plan which depends on any person's life, we may require:
 - š Proof of age and sex before income payments begin; and
 - š Proof that the Annuitant or joint Annuitant is still alive before we make each payment.
- š After the Payout Start Date:
 - š A new Income Plan may not be selected;
 - š Amounts may not be reallocated to a different Income Plan;
 - š The Income Plan cannot be changed;
 - š Withdrawals cannot be made: and
 - š The Annuitant may not be changed.
- š If any Owner dies during the Payout Phase, the new Owner will be the surviving Owner. If there is no surviving Owner, the new Owner will be the Beneficiary(ies) as described in the Beneficiary section. Any remaining income payments will be paid to the new Owner as scheduled.

INCOME PAYMENT TABLES

The Income Payment Tables shown below contain monthly income payment factors per \$1,000 applied, which were calculated using the Annuity 2000 Mortality Tables and an annualized effective interest rate of 1.5%. For ages, Guaranteed Payment Periods, combinations of sex, payment frequencies and annualized effective interest rates not shown in these examples, income payment factors will be calculated on a basis consistent with the factors shown. The adjusted age of the Annuitant is used to determine the appropriate monthly income payment factor to apply for the selected Income Plan. The adjusted age is the actual age of the Annuitant(s) on the Payout Start Date, reduced by one year for each six full calendar years between January 1, 2000 and the Payout Start Date.

Income Plan 1 – Life Income with Guaranteed Payment Period for 120 Months

Г	Monthly Income Payment for each \$1,000 Applied to this Income Plan						
	Annuitant's Adjusted Age	Male Female Annuitant's Adjusted Age Male Female		Annuitant's Adjusted Male Fema			
	35 36 37 38 39 40 41 42 43 44 45 46 47	\$2.49 \$2.30 2.52 2.39 2.56 2.42 2.60 2.45 2.64 2.49 2.68 2.53 2.73 2.56 2.77 2.60 2.82 2.64 2.87 2.69 2.93 2.73 2.98 2.78 3.04 2.83	5 49 50 51 52 53 54	\$3.16 \$2.93 3.22 2.99 3.29 3.05 3.36 3.11 3.44 3.18 3.51 3.25 3.60 3.32 3.68 3.39 3.77 3.47 3.87 3.56 3.97 3.64 4.07 3.74 4.19 3.83	63 64 65 66 67 68 69 70 71 72 73 74	\$4.43 \$4.05 4.55 4.16 4.69 4.28 4.83 4.41 4.98 4.55 5.13 4.69 5.29 4.84 5.45 5.00 5.62 5.17 5.79 5.34 5.96 5.52 6.14 5.71 6.32 5.91	

Income Plan 2 - Joint and Survivor Life Income with Guaranteed Payment Period for 120 Months

	Monthly Income Payment for each \$1,000 Applied to this Income Plan								
Male		Female Annuitant's Adjusted Age							
Annuitant's Adjusted Age	35	40	45	50	55	60	65	70	75
35	\$2.20	\$2.27	\$2.33	\$2.38	\$2.41	\$2.44	\$2.46	\$2.47	\$2.48
40	2.25	2.34	2.42	2.50	2.55	2.60	2.63	2.65	2.67
45	2.28	2.39	2.51	2.61	2.70	2.77	2.83	2.87	2.89
50	2.31	2.44	2.58	2.72	2.85	2.96	3.05	3.12	3.17
55	2.32	2.47	2.63	2.80	2.98	3.15	3.29	3.41	3.49
60	2.34	2.49	2.67	2.87	3.09	3.32	3.54	3.73	3.88
65	2.34	2.50	2.69	2.92	3.18	3.46	3.77	4.06	4.31
70	2.35	2.51	2.71	2.95	3.23	3.57	3.96	4.37	4.76
75	2.35	2.52	2.72	2.97	3.27	3.65	4.10	4.62	5.17

Income Plan 3 - Guaranteed Payment Period

Specific Period	Monthly Income Payment for each \$1,000 Applied to this Income Plan
10 Years	\$8.96
11 Years	8.21
12 Years	7.58
13 Years	7.05
14 Years	6.59
15 Years	6.20
16 Years	5.85
17 Years	5.55
18 Years	5.27
19 Years	5.03
20 Years	4.81

GENERAL PROVISIONS

<u>The Entire Contract</u> The entire contract consists of this Contract, any written applications, the annuity data page and any Contract endorsements and riders.

All statements made in written applications are representations and not warranties. No statement will be used by us in defense of a claim or to void the Contract unless it is included in a written application. If your Contract is voided, you will receive any purchase payments less any withdrawals, excluding accrued interest.

Unless otherwise specified, all references in this Contract to days, months, or years shall mean calendar days, months or years.

Only our officers are authorized to change the Contract or waive a right or requirement of the Contract. No other individual is authorized to do this.

We may not modify this Contract without your signed consent, except to make it comply with any changes in the Internal Revenue Code or as required by any other applicable law, or as otherwise permitted by the terms of this Contract.

Incontestability Except as provided in the Entire Contract section above, this Contract will be incontestable after is has been in force during your lifetime for a period of two years from the Issue Date.

<u>Misstatement of Age or Sex</u> If any age or sex has been misstated, we will pay the amounts which would have been paid at the correct age and sex.

If we find the misstatement of age or sex after the income payments begin, we will:

- š Pay all amounts underpaid including interest calculated at an effective annual rate of 6%; or
- š Stop payments until the total income payments made are equal to the total amounts that would have been made if the correct age and sex had been used.

Annual Statement At least once a year, before the Payout Start Date, we will send a statement to you at the last known address we have for you in our records reporting Contract Values. The effective date of the information in the annual statement will not be more than two months before the date of the mailing. We will provide you with Contract Value information at any time upon your request. The information presented will comply with any applicable law.

<u>Settlements</u> We must receive due proof of death of the Owner or due proof of death of the Annuitant before the settlement of a death claim.

Any full withdrawal or payment of death proceeds under this Contract will not be less than the minimum benefits required by any statute of the state in which the Contract is delivered.

<u>Deferment of Payments</u> We reserve the right to postpone payments for up to six months. If we elect to postpone payments for 30 days or more, we will pay interest as required by applicable law. Any such interest will be payable from the date the payment request is received by us to the date the payment is made.