CITY OF MATTOON, ILLINOIS
CITY COUNCIL AGENDA
March 18, 2014
6:30 P.M.

6:30 PM BUSINESS MEETING

Pledge of Allegiance

Roll Call

Electronic Attendance

CONSENT AGENDA:

Items listed on the Consent Agenda are considered to be routine in nature and will be enacted by one motion. No separate discussion of these items will occur unless a Council Member requests the item to be removed from the Consent Agenda. If an item is removed from the Consent Agenda, it will be considered elsewhere on the agenda for this meeting. Prior to asking for a motion to approve the Consent Agenda, the Mayor will ask if anyone desires to remove an item from the Consent Agenda for public discussion.

1. **Minutes of the Regular meeting March 4, 2014**

2. **Bills and Payroll for the first half of March, 2014**

PRESENTATIONS, PETITIONS AND COMMUNICATIONS

This portion of the City Council meeting is reserved for persons who desire to address the Council. The Illinois Open Meetings Act mandates that the City Council may NOT take action on comments received on matters that have not been identified on this agenda, but the Council may direct staff to address the topic or refer the matter for action on the agenda for another meeting. Persons addressing the Council are requested to limit their presentations to three minutes and to avoid repetitious comments. We would ask you to state your name for the record as well as stand when speaking.

- **Public comments/presentations and non-agenda items**
- **PRESENTATION: Budget 14/15**

NEW BUSINESS

1. **Motion – Adopt Ordinance No. 2014-5365: Approving and causing publication of the Official Zoning Map of the City of Mattoon, Illinois. (Gover)**

2. **Motion – Adopt Resolution No. 2014-2908: Authorizing a grant agreement in the amount of $625,000 between the City of Mattoon and Illinois Department of Economic Opportunity for roadway improvements. (Graven)**

3. **Motion – Adopt Resolution No. 2014-2909: Approving the change to the lease agreement between Mattoon
Pride Softball and the City of Mattoon to allow the Civil War Memorial to be centered between the Softball Training Building and the Skate Park. (Cox)**

4. **Motion – Adopt Resolution No. 2014-2910: Establishing a Deferred Compensation Plan to be administered by Pacific Life Insurance Company; and authorizing the City Clerk to sign all necessary documents. (Gover)**

5. **Motion – Approve Council Decision Request 2014-1493: Ratifying the Mayor's re-appointment of Susan O'Brien to the Firemen's Pension Board for a term expiring April 18, 2017. (Gover)**

6. **Motion – Approve Council Decision Request 2014-1494: Approving a $5,000 grant by the Tourism Advisory Committee from hotel/motel tax funds to the Mattoon Area Family YMCA for hosting the Illinois State Weightlifting Championship to be held on April 19, 2014; and authorizing the Mayor to sign the agreement. (Hall)**

7. **Motion – Approve Council Decision Request 2014-1495: Approving a $16,000 grant by the Tourism Advisory Committee from hotel/motel tax funds to the Mattoon Pride Softball Organization for hosting four events (ASA Season Opener on April 5-6, NJCAA Region 24 Softball Tournament on May 1-3, Mattoon NSA World Series Qualifier on June 6-8, and Mattoon Bagelfest Tournament July 17-20, 2014); and authorizing the Mayor to sign the agreement. (Hall)**

8. **Motion – Approve Council Decision Request 2014-1496: Approving a $5,000 grant by the Tourism Advisory Committee from hotel/motel tax funds to Eastern Illinois University Club Softball for hosting the 3rd Annual Spring Slugfest Tournament to be held on April 11-13, 2014; and authorizing the Mayor to sign the agreement. (Hall)**

9. **Motion – Approve Council Decision Request 2014-1497: Approving a proposal from Doehring, Winders & Co., LLP for auditing services in connection with the April 30, 2014, April 30, 2015 and April 30, 2016 financial statements; and authorizing the Mayor to sign all necessary documents to initiate the audit. (Owen)**

DEPARTMENT REPORTS:

CITY ADMINISTRATOR/ COMMUNITY DEVELOPMENT
CITY ATTORNEY
CITY CLERK
FINANCE
PUBLIC WORKS
FIRE
POLICE
ARTS AND TOURISM

COMMENTS BY THE COUNCIL

Adjourn

CONSENT AGENDA ITEMS:

UNAPPROVED MINUTES:

Regular Meeting – March 4, 2014

The City Council of the City of Mattoon held a regular meeting in the City Hall Council Chambers on March 4, 2014.

Mayor Gover presided and called the meeting to order at 6:30 p.m.

Mayor Gover led the Pledge of Allegiance.

The following members of the Council answered roll call physically present: YEA Commissioner Dave Cox, YEA Commissioner Sandra Graven, YEA Commissioner Rick Hall, YEA Commissioner Preston Owen, and YEA Mayor Tim Gover.

Also physically present were City personnel: City Administrator Kyle Gill, City Attorney Janett Winter-Black, Finance Director/Treasurer Beth Wright, Public Works Director Dean Barber, Fire Chief Tony Nichols, Police Chief Jeff Branson, Arts and Tourism Director Angelia Burgett and City Clerk Susan J. O'Brien.

CONSENT AGENDA

Mayor Gover seconded by Commissioner Hall moved to approve the consent agenda consisting of minutes of the regular meeting February 18, 2014 and special meeting February 27, 2014; bills and payroll for the last half of February, 2014.

Bills and Payroll for the last half of February, 2014

	General Fund			
Payroll			$	237,422.85
Bills			$	96,614.76
		Total	$	334,037.61
	Hotel Tax Administration			
Payroll			$	2,345.24
Bills			$	2,591.64
		Total	$	4,936.88
	Festival Management			
Bills			$	22,000.00
		Total	$	22,000.00
	Insurance & Tort Judgment			
Bills			$	44,425.00
		Total	$	44,425.00
	Water Fund			
Payroll			$	40,619.83
Bills			$	37,125.39
		Total	$	77,745.22
	Sewer Fund			
Payroll			$	320,036.25
Bills			$	14,927.48
		Total	$	334,963.73

	Heath Insurance Fund			
Bills			$	121,244.86
		Total	$	121,244.86
	Motor Fuel			
Bills			$	14,261.41
		Total	$	14,261.41

Mayor Gover opened the floor for discussion or comments which was followed with no response.

Mayor Gover declared the motion to approve the consent agenda carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

Mayor Gover opened the floor for Public comments or questions with no response from the Public.

Mr. Steve Thompson of the Coles County Historical Association Advisory Council made a presentation on the proposed Mattoon Civil War Memorial Ellipse – Camp Grant by reviewing the location of Camp Grant, project elements, three phases, 150th anniversary of the Civil War, and contact information. Council discussed the Mattoon Pride's Softball Lease and Tourism assistance. Director Barber noted a modification to the Mattoon Pride's Softball Lease on the next agenda. Director Burgett noted Tourism assistance with the project. Mr. Thompson also noted an additional marker to be placed in Wolf Pocket Park in the future. Mayor Gover thanked Mr. Thompson for his presentation.

Mr. Donny Pierce of DeAngelo Brothers, Inc. stated his interest in helping with the Bike Path project.

NEW BUSINESS

Commissioner Cox seconded by Commissioner Graven moved to adopt Resolution 2014-2907, approving the Department of Natural Resources PARC Grant application for connecting the City's Bike Trail and Douglas Hart Nature Center; and authorizing the Mayor to sign the PARC-3 Resolution of Authorization grant application.

CITY OF MATTOON, ILLINOIS
RESOLUTION NO. 2014-2907

STATE OF ILLINOIS / IDNR
PARC PROJECT APPLICATION

PARC-3 RESOLUTION OF AUTHORIZATION

1.Project Sponsor: City of Mattoon
2. Project Title: Douglas Hart Bike Trail Connection

The City of Mattoon hereby certifies and acknowledges that it has 100% of the funds
(local project sponsor)
necessary to complete the pending PARC project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR indoor or outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

ALL Projects

It is understood that the project should be completed within the timeframe established in the project agreement and the Final Billing reimbursement request must be submitted within one year of the expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements, and relieves DNR from further payment obligations on the grant.

The City of Mattoon further acknowledges and certifies that it will comply with
(local project sponsor)
all terms, conditions and regulations of 1) the Park and Recreational Facility Construction Grant Program (PARC) (17 IL Adm. Code 3070) 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with PARC assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public indoor or outdoor recreation purposes in accordance with the PARC programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR.

BE IT FURTHER PROVIDED that the City of Mattoon certifies to the best of its knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the City of Mattoon at a legal
(local project sponsor)
meeting held on the 4th day of March, 20 14 .

/s/ Timothy D. Gover, Mayor
(Authorized Signature and Title)
ATTESTED BY:
/s/Susan J. O'Brien, City Clerk
(Name and Title)

Mayor Gover opened the floor for discussion or comments which was followed with no response.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, YEA Commissioner Owen, YEA Mayor Gover.

DEPARTMENT REPORTS:

CITY ADMINISTRATOR/ COMMUNITY DEVELOPMENT – noted several meetings on developments within Mattoon, continued work on the budgets, labor negotiations, potential special budget work session in the near future, and code enforcement activities. Mayor Gover opened the floor for questions with no response.

CITY ATTORNEY – noted consultation with staff members regarding the non-taxpaying local hotels and actions forthcoming. Mayor Gover opened the floor for questions with no response.

CITY CLERK – noted business as usual with the addition of 25 absentee/early voters in the primary election of March 18, 2014. Mayor Gover opened the floor for questions with no response.

FINANCE – reviewed a projected year end spreadsheet. Mayor Gover opened the floor for questions with no response.

PUBLIC WORKS – announced the date of May 31st for the Citywide Cleanup, forward progress of the Douglas Hart / Bike Trail project, and receipt of two loads of salt. Mayor Gover opened the floor for questions with no response.

FIRE – noted work on budgets and preparation for the ISO inspection. Mayor Gover opened the floor for questions with no response.

POLICE – noted work on budgets and business as usual. Mayor Gover opened the floor for questions with no response.

ARTS AND TOURISM – noted Bagelfest vendors and sponsors, Smithsonian Exhibit preview at Cobden and upcoming Gee's Bend Quilters' visit. The Smithsonian Exhibit is to be in Mattoon from April 19 – June 1, 2014. Mayor Gover opened the floor for questions with no response.

COMMENTS BY THE COUNCIL

Commissioner Cox acknowledged several Downtown businesses celebrating 30-100+ years in business as hidden treasures in Mattoon and the value of proceeding with Streetscaping Plans.

Commissioner Hall recounted his father's employment with DeBuhrs. Mayor Gover recounted another good experience with DeBuhrs.

Commissioners Graven and Owen had nothing further.

Commissioner Hall seconded by Commissioner Cox moved to adjourn at 7:01 p.m.

Mayor Gover declared the motion carried by the following vote: YEA Commissioner Cox, YEA Commissioner Graven, YEA Commissioner Hall, NAY Commissioner Owen, YEA Mayor Gover.

/s/ Susan J. O'Brien
City Clerk

BILLS & PAYROLL:

BILLS & PAYROLL BEGIN ON NEXT PAGE.

CITY OF MATTOON
3-14-14 PAYROLL
2-22-14/3-7-14

	G/L ACCOUNT	ACCOUNT NAME	AMOUNT
CITY COUNCIL	110 5110-111	SALARIES OF REG EMPLOYEES	$ 1,476.91
CITY CLERK	110 5120-111	SALARIES OF REG EMPLOYEES	$ 5,448.36
	110 5120-114	COMPENSATED ABSENCES	$ 445.52
CITY ADMINISTRATOR	110 5130-111	SALARIES OF REG EMPLOYEES	$ 1,109.24
	110 5130-114	COMPENSATED ABSENCES	$ 28.45
FINANCIAL ADMINISTRATION	110 5150-111	SALARIES OF REG EMPLOYEES	$ 1,423.01
	110 5170-111	SALARIES OF REG EMPLOYEES	$ 4,525.09
POLICE ADMINISTRATION	110 5211-111	SALARIES OF REG EMPLOYEES	$ 13,044.91
CRIMINAL INVESTIGATION	110 5212-111	SALARIES OF REG EMPLOYEES	$ 8,960.76
	110 5212-113	OVERTIME	$ 466.31
PATROL	110 5213-111	SALARIES OF REG EMPLOYEES	$ 67,050.24
	110 5213-113	OVERTIME	$ 1,057.97
K-9 SERVICE	110 5214-111	SALARIES OF REG EMPLOYEES	$ 2,147.73
	110 5214-113	OVERTIME	$ 53.38
SCHOOL RESOURCE PROGRAM	110 5227-111	SALARIES OF REG EMPLOYEES	$ 2,948.80
FIRE PROTECTION ADMIN	110 5241-111	SALARIES OF REG EMPLOYEES	$ 73,847.87
	110 5241-112	SALARIES OF PART-TIME EMPLOY	$ 476.00
	110 5241-113	OVERTIME	$ 7,493.26
	110 5241-114	COMPENSATED ABSENCES	$ 27,363.46
CODE ENFORCEMENT ADMIN	110 5261-111	SALARIES OF REG EMPLOYEES	$ 2,366.58
	110 5261-114	COMPENSATED ABSENCES	$ 387.19
PUBLIC WORKS ADMIN	110 5310-111	SALARIES OF REG EMPLOYEES	$ 5,662.96
	110 5310-113	OVERTIME	$ 26.64
	110 5310-114	COMPENSATED ABSENCES	$ 1,448.10
STREETS	110 5320-111	SALARIES OF REG EMPLOYEES	$ 8,504.14
	110 5320-113	OVERTIME	$ 939.12
	110 5320-114	COMPENSATED ABSENCES	$ 1,155.14
CUSTODIAL SERVICES	110 5381-111	SALARIES OF REG EMPLOYEES	$ 3,088.61
	110 5381-114	COMPENSATED ABSENCES	$ 312.28
EQUIPMENT MAINTENANCE	110 5390-111	SALARIES OF REG EMPLOYEES	$ 1,554.28
	110 5390-113	OVERTIME	$ 20.05
PARK ADMINISTRATION	110 5511-111	SALARIES OF REG EMPLOYEES	$ 5,968.63
	110 5511-114	COMPENSATED ABSENCES	$ 2,059.79
LAKE ADMINISTRATION	110 5512-111	SALARIES OF REG EMPLOYEES	$ 2,154.77
	110 5512-114	COMPENSATED ABSENCES	$ 47.76
CEMETERY	110 5570-111	SALARIES OF REG EMPLOYEES	$ 3,123.34
		*** FUND 110 TOTALS ***	$ 258,186.65
HOTEL TAX ADMINISTRATION	122 5653-111	SALARIES OF REG EMPLOYEES	$ 1,865.24
	122 5653-112	SALARIES OF TEMP EMPLOYEES	$ 1,242.00
		*** FUND 122 TOTALS ***	$ 3,107.24

CITY OF MATTOON
3-14-14 PAYROLL
2-22-14/3-7-14

WATER TREATMENT PLANT	211 5353-111	SALARIES OF REG EMPLOYEES	$ 10,461.05
	211 5353-113	OVERTIME	$ 2,886.13
	211 5353-114	COMPENSATED ABSENCES	$ 1,251.90
WATER DISTRIBUTION	211 5354-111	SALARIES OF REG EMPLOYEES	$ 13,004.38
	211 5354-113	OVERTIME	$ 1,279.66
	211 5354-114	COMPENSATED ABSENCES	$ 629.69
ACCOUNTING & COLLECTION	211 5355-111	SALARIES OF REG EMPLOYEES	$ 5,203.76
	211 5355-112	SALARIES OF TEMP EMPLOYEES	$ 162.50
	211 5355-114	COMPENSATED ABSENCES	$ 470.00
ADMINISTRATIVE & GENERAL	211 5356-111	SALARIES OF REG EMPLOYEES	$ 5,150.73
	211 5356-113	OVERTIME	$ 25.87
	211 5356-114	COMPENSATED ABSENCES	$ 1,405.09
		*** FUND 211 TOTALS ***	$ 41,930.76
SANITARY SEWER MTCE & CLEAN	212 5342-111	SALARIES OF REG EMPLOYEES	$ 10,925.28
	212 5342-113	OVERTIME	$ 468.45
	212 5342-114	COMPENSATED ABSENCES	$ 740.61
WASTEWATER TREATMENT PLANT	212 5344-111	SALARIES OF REG EMPLOYEES	$ 14,155.24
	212 5344-113	OVERTIME	$ 150.78
	212 5344-114	COMPENSATED ABSENCES	$ 424.42
ACCOUNTING & COLLECTION	212 5345-111	SALARIES OF REG EMPLOYEES	$ 5,203.79
	212 5345-112	SALARIES OF TEMP EMPLOYEES	$ 162.50
	212 5345-114	COMPENSATED ABSENCES	$ 470.03
ADMINISTRATIVE & GENERAL	212 5346-111	SALARIES OF REG EMPLOYEES	$ 5,150.73
	212 5346-113	OVERTIME	$ 25.87
	212 5346-114	COMPENSATED ABSENCES	$ 1,405.09
		*** FUND 212 TOTALS ***	$ 39,282.79
		*** GRAND TOTALS ***	$ 342,507.44

CITY OF MATTOON
3-14-14 PAYROLL
2-22-14/3-7-14

*** PAY CODE TOTALS ***

PAY CODE	NO OF TIMES	HOURS	AMOUNT
REGULAR PAY	28	1,591.00	$ 37,098.91
OVERTIME PAY	43	430.5	$ 14,840.11
VACATION PAY	18	193	$ 4,492.60
SALARY PAY	123	10,062.87	$ 249,613.16
HOLIDAY PAY-REGULAR	31	114.7	$ 2,591.51
SICK-FD UNION	5	122.5	$ 2,782.80
PEHP	30	30	$ 375.00
SICK PAY-AFSCME	11	96	$ 2,186.53
COMP EARNED	5	29.26	$ -
COMP PAID	3	9	$ 216.76
SICK PAY OUT	1	512.26	$ 12,311.14
VACATION PAY OUT	2	257.15	$ 6,488.74
PERSONAL PAY OUT	1	240	$ 5,767.92
SICK-NON UNION	11	126.5	$ 3,423.28
SHIFT PAY	7	256	$ 153.60
SHIFT PAY	5	160	$ 112.00
STRAIGHT OT POLICE	1	2	$ 53.38

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-017200	FIRE PENSION FUND	I-201403146147	110 2172-001	DUE TO FIREFI:	MARCH PPRT	119641	12,307.62
					VENDOR 01-017200	TOTALS	12,307.62
01-030100	MATTOON PUBLIC LIBRARY	I-201403146145	110 2172-000	DUE TO LIBRAR:	MARCH PPRT	119646	1,995.83
					VENDOR 01-030100	TOTALS	1,995.83
01-038700	POLICE PENSION FUND	I-201403146146	110 2172-002	DUE TO POLICE:	MARCH PPRT	119647	12,307.62
					VENDOR 01-038700	TOTALS	12,307.62
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	26,611.07
01-001886	RICK HALL	I-201403126093	110 5110-533	CELLULAR PHON:	MARCH MOBILE	119716	50.00
					VENDOR 01-001886	TOTALS	50.00
01-003024	DAVID COX	I-201403126089	110 5110-533	CELLULAR PHON:	MARCH MOBILE	119694	50.00
					VENDOR 01-003024	TOTALS	50.00
01-003173	COBY UPTON	I-201403126065	110 5110-826	ARTS COUNCIL :	3/8 EVENT	119770	100.00
					VENDOR 01-003173	TOTALS	100.00
01-023800	CONSOLIDATED COMMUNICA	I-201403076039	110 5110-532	TELEPHONE :	234-4633	119629	47.41
					VENDOR 01-023800	TOTALS	47.41
01-033000	UNITED STATES POSTAL S	I-201403126114	110 5110-826	ARTS COUNCIL :	REPLENISH POSTAGE ME	119769	95.84
					VENDOR 01-033000	TOTALS	95.84
01-037951	J. PRESTON OWEN	I-201403126090	110 5110-533	CELLULAR PHON:	MARCH MOBILE	119752	50.00
					VENDOR 01-037951	TOTALS	50.00
				DEPARTMENT 110	CITY COUNCIL	TOTAL:	393.25

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 120 CITY CLERK
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009800	COLES CO CLERK & RECOR	I-6353	110 5120-519	OTHER PROFESS:	RECORD ORDINANCE	119683	45.00
					VENDOR 01-009800 TOTALS		45.00
01-023800	CONSOLIDATED COMMUNICA	I-201403076028	110 5120-532	TELEPHONE :	235-5654	119628	271.56
					VENDOR 01-023800 TOTALS		271.56
01-033000	UNITED STATES POSTAL S	I-201403126114	110 5120-531	POSTAGE :	REPLENISH POSTAGE ME	119769	363.19
					VENDOR 01-033000 TOTALS		363.19
01-049003	XEROX CORPORATION	I-072791719	110 5120-814	PRINT/COPY MA:	COPIER GBP-245099	119775	398.40
					VENDOR 01-049003 TOTALS		398.40
				DEPARTMENT 120	CITY CLERK	TOTAL:	1,078.15
01-001657	TYLER TECHNOLOGIES	I-025-88063	110 5150-516	TECHNOLOGY SU:	OUTPUT PROCESSOR	119768	1,466.67
01-001657	TYLER TECHNOLOGIES	I-025-89944	110 5150-516	TECHNOLOGY SU:	MAINTENANCE	119768	366.66
					VENDOR 01-001657 TOTALS		1,833.33
01-002931	BETH WRIGHT	I-201403126082	110 5150-532	TELEPHONE :	MARCH MOBILE	119774	100.00
					VENDOR 01-002931 TOTALS		100.00
01-023800	CONSOLIDATED COMMUNICA	I-201403076028	110 5150-532	TELEPHONE :	235-5654	119628	54.23
					VENDOR 01-023800 TOTALS		54.23
				DEPARTMENT 150	FINANCIAL ADMINISTRATION	TOTAL:	1,987.56
01-033000	UNITED STATES POSTAL S	I-201403126114	110 5160-311	OFFICE SUPPLI:	REPLENISH POSTAGE ME	119769	6.63
					VENDOR 01-033000 TOTALS		6.63
				DEPARTMENT 160	LEGAL SERVICES	TOTAL:	6.63

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 170 COMPUTER INFO SYSTEMS
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000703	TIGER DIRECT	I-J68007670102	110 5170-319	MISCELLANEOUS:	CABLES & WIRING	119767	42.94
					VENDOR 01-000703 TOTALS		42.94
01-002828	TROY WALKER	I-201403126083	110 5170-533	CELLULAR PHON:	MARCH MOBILE	119772	100.00
					VENDOR 01-002828 TOTALS		100.00
01-002958	BATTERY SPECIALISTS, I	I-120210	110 5170-319	MISCELLANEOUS:	BATTERIES	119669	11.50
					VENDOR 01-002958 TOTALS		11.50
01-003049	SHI INTERNATIONAL CORP	I-B01755358	110 5170-851	WIDE AREA NET:	CABLE MPL SERVER RAC	119758	70.00
					VENDOR 01-003049 TOTALS		70.00
01-005640	CDW GOVERNMENT	I-KC25991	110 5170-325	SOFTWARE :	CDW GOVERNMENT	119676	575.00
01-005640	CDW GOVERNMENT	I-KD14404	110 5170-516	TECHNOLOGY SU:	CDW GOVERNMENT	119676	450.00
					VENDOR 01-005640 TOTALS		1,025.00
01-020975	HEART TECHNOLOGIES INC	I-57465	110 5170-319	MISCELLANEOUS:	NETWORK HIRING HARDW	119719	225.38
01-020975	HEART TECHNOLOGIES INC	I-57647	110 5170-841	WIDE AREA NET:	BACKUP AGREEMENT	119719	350.00
					VENDOR 01-020975 TOTALS		575.38
01-023800	CONSOLIDATED COMMUNICA	I-201403136126	110 5170-854	WIDE AREA NET:	101-5520	119688	88.52
01-023800	CONSOLIDATED COMMUNICA	I-201403136127	110 5170-854	WIDE AREA NET:	101-0937	119688	88.52
					VENDOR 01-023800 TOTALS		177.04
				DEPARTMENT 170	COMPUTER INFO SYSTEMS	TOTAL:	2,001.86
01-000143	COLES CO 911	I-201403126064	110 5211-579	MISC OTHER PU:	QUARTERLY PAYMENT	119682	51,114.95
					VENDOR 01-000143 TOTALS		51,114.95

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 211 POLICE ADMINISTRATION
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001939	RYAN KOOP	I-201403076024	110 5211-562	TRAVEL & TRAI:	REIMBURSE FUEL	119633	92.88
					VENDOR 01-001939	TOTALS	92.88
01-003056	CAMPION, BARROW & ASSO	I-011335	110 5211-519	OTHER PROFESS:	EVALUATION	119673	2,200.00
					VENDOR 01-003056	TOTALS	2,200.00
01-003172	SPECIALIZED OFFICE SER	I-86966	110 5211-579	MISC OTHER PU:	SHREDDER REPAIRS	119761	160.00
					VENDOR 01-003172	TOTALS	160.00
01-003176	IL DIVISION IAI	I-201403146159	110 5211-571	DUE & MEMBERS:	MEMBERSHIP DUES	119642	100.00
					VENDOR 01-003176	TOTALS	100.00
01-009057	COMM REVOLVING FUND	I-T1424726	110 5211-537	I-WIN ACCESS :	COMM SVCS 1/14	119686	546.72
					VENDOR 01-009057	TOTALS	546.72
01-015410	EZ PARCEL & BUSINESS S	I-93372	110 5211-531	POSTAGE :	SHIPPING	119706	200.88
01-015410	EZ PARCEL & BUSINESS S	I-93525	110 5211-531	POSTAGE :	SHIPPING	119706	16.66
					VENDOR 01-015410	TOTALS	217.54
01-020800	HAROLD'S CLEANERS	I-AO-197719	110 5211-573	LAUNDRY SERVI:	CLEAN BLANKET	119717	10.00
01-020800	HAROLD'S CLEANERS	I-AO-197924	110 5211-573	LAUNDRY SERVI:	CLEAN BLANKETS	119717	20.00
01-020800	HAROLD'S CLEANERS	I-AO-198071	110 5211-573	LAUNDRY SERVI:	CLEAN BLANKET	119717	10.00
					VENDOR 01-020800	TOTALS	40.00
01-023800	CONSOLIDATED COMMUNICA	I-201403146144	110 5211-532	TELEPHONE :	235-2677	119640	1,620.65
					VENDOR 01-023800	TOTALS	1,620.65
01-037800	RAY O'HERRON CO	I-1411543-IN	110 5211-315	UNIFORMS & CL:	BADGES	119754	220.65
					VENDOR 01-037800	TOTALS	220.65

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 211 POLICE ADMINISTRATION
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-038700	POLICE PENSION FUND	I-201403146150	110 5211-232	POLICE PENSIO:	MOBILE HOME PROPERTY	119647	1,350.15
					VENDOR 01-038700 TOTALS		1,350.15
01-049003	XEROX CORPORATION	I-072791706	110 5211-814	PRINT/COPY MA:	COPIER LBP-255479	119775	48.16
01-049003	XEROX CORPORATION	I-072791707	110 5211-814	PRINT/COPY MA:	COPIER LBP-255481	119775	49.44
01-049003	XEROX CORPORATION	I-072791708	110 5211-814	PRINT/COPY MA:	COPIER LBP-255476	119775	49.27
01-049003	XEROX CORPORATION	I-072791709	110 5211-814	PRINT/COPY MA:	COPIER XKK-419145	119775	266.11
01-049003	XEROX CORPORATION	I-072960043	110 5211-814	PRINT/COPY MA:	COPIER YHT-189182	119775	42.03
					VENDOR 01-049003 TOTALS		455.01
				DEPARTMENT 211	POLICE ADMINISTRATION	TOTAL:	58,118.55
01-000610	LEXISNEXIS RISK DATA	I-1299801-20140228	110 5212-579	MISC OTHER PU:	FEBRUARY SEARCHES	119735	50.00
					VENDOR 01-000610 TOTALS		50.00
				DEPARTMENT 212	CRIMINAL INVESTIGATION	TOTAL:	50.00
01-001659	L3 COMMUNICATIONS	I-0209273-IN	110 5213-319	MISCELLANEOUS:	MOBILE VISION VLP PA	119730	323.95
					VENDOR 01-001659 TOTALS		323.95
				DEPARTMENT 213	PATROL	TOTAL:	323.95
01-001939	RYAN KOOP	I-201403146157	110 5214-319	MISCELLANEOUS:	REIMBURSE MUZZLE	119644	59.99
					VENDOR 01-001939 TOTALS		59.99
				DEPARTMENT 214	K-9 SERVICE	TOTAL:	59.99
01-000550	ALEXANDERS AUTO PARTS	I-201403126063	110 5223-319	MISCELLANEOUS:	GREASE	119656	10.47
					VENDOR 01-000550 TOTALS		10.47

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 223 AUTOMOTIVE SERVICES
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002019	BARBECK COMMUNICATIONS	I-227038	110 5223-318	VEHICLE PARTS:	RADIO REPAIRS	119665	675.00
01-002019	BARBECK COMMUNICATIONS	I-227058	110 5223-318	VEHICLE PARTS:	DOG CAGE INSTALLATIO	119665	1,899.04
01-002019	BARBECK COMMUNICATIONS	I-228256	110 5223-434	REPAIR OF VEH:	SQUAD REPAIRS	119665	157.50
					VENDOR 01-002019 TOTALS		2,731.54
01-009075	CUSD #2 TRANSPORTATION	I-201403136136	110 5223-326	FUEL :	POLICE 2/14 FUEL	119698	6,544.76
					VENDOR 01-009075 TOTALS		6,544.76
01-034603	MEARS AUTOMOTIVE	I-13319	110 5223-434	REPAIR OF VEH:	SQUAD REPAIRS	119740	35.50
					VENDOR 01-034603 TOTALS		35.50
01-038375	DAN PILSON AUTO CENTER	I-612138	110 5223-434	REPAIR OF VEH:	SQUAD REPAIRS	119700	284.02
					VENDOR 01-038375 TOTALS		284.02
01-039600	NEAL TIRE & AUTO SERVI	I-201403126062	110 5223-434	REPAIR OF VEH:	SQUAD REPAIRS	119748	188.29
					VENDOR 01-039600 TOTALS		188.29
01-041000	SECRETARY OF STATE	I-201403136134	110 5223-319	MISCELLANEOUS:	STICKER RENEWAL	119756	101.00
					VENDOR 01-041000 TOTALS		101.00
				DEPARTMENT 223	AUTOMOTIVE SERVICES	TOTAL:	9,895.58
01-001070	AMEREN ILLINOIS	I-201403126077	110 5224-321	UTILITIES :	1700 WABASH	119658	2,257.69
01-001070	AMEREN ILLINOIS	I-201403136135	110 5224-321	UTILITIES :	620 S 12TH	119661	36.50
					VENDOR 01-001070 TOTALS		2,294.19
01-001408	INDUSTRIAL MECHANICAL	I-6759	110 5224-432	REPAIR OF BUI:	INDUSTRIAL MECHANICA	119725	1,962.00
					VENDOR 01-001408 TOTALS		1,962.00

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 224 POLICE BUILDINGS
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5224-321	UTILITIES :	1700 WABASH	119722	1,819.96
					VENDOR 01-002194 TOTALS		1,819.96
01-030000	KULL LUMBER CO	I-201403126061	110 5224-432	REPAIR OF BUI:	LUMBER, SCREWS, TIES	119729	108.70
					VENDOR 01-030000 TOTALS		108.70
01-031000	LORENZ SUPPLY CO.	I-349329	110 5224-312	CLEANING SUPP:	LINERS,TOWELS	119736	152.22
01-031000	LORENZ SUPPLY CO.	I-349329-1	110 5224-312	CLEANING SUPP:	ICE MELT	119736	59.75
					VENDOR 01-031000 TOTALS		211.97
01-035600	KONE INC	I-221419005	110 5224-435	ELEVATOR SERV:	ELEV MNTCE 3/14	119728	747.56
					VENDOR 01-035600 TOTALS		747.56
01-038300	PERRY'S LOCKSMITH	I-6-61017	110 5224-432	REPAIR OF BUI:	SERVICE CALL	119753	122.50
					VENDOR 01-038300 TOTALS		122.50
				DEPARTMENT 224	POLICE BUILDINGS	TOTAL:	7,266.88
01-000143	COLES CO 911	I-201403126052	110 5241-579	MISC OTHER PU:	QUARTERLY PAYMENT	119682	5,425.50
					VENDOR 01-000143 TOTALS		5,425.50
01-000550	ALEXANDERS AUTO PARTS	I-201403126068	110 5241-319	MISCELLANEOUS:	ARMORALL, BRAKE FLUI	119656	45.81
01-000550	ALEXANDERS AUTO PARTS	I-201403126068	110 5241-434	REPAIR OF VEH:	ARMORALL, BRAKE FLUI	119656	6.99
01-000550	ALEXANDERS AUTO PARTS	I-201403126068	110 5241-318	VEHICLE PARTS:	ARMORALL, BRAKE FLUI	119656	58.49
					VENDOR 01-000550 TOTALS		111.29
01-001070	AMEREN ILLINOIS	I-201403056007	110 5241-321	UTILITIES :	AMEREN ILLINOIS	119657	139.29
					VENDOR 01-001070 TOTALS		139.29

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 241 FIRE PROTECTION ADMIN.
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001984	BOUND TREE MEDICAL, LL	I-81362469	110 5241-313	MEDICAL & SAF:	MEDICAL SUPPLIES	119671	409.62
					VENDOR 01-001984	TOTALS	409.62
01-002167	APPLE TIME, INC.	I-18826	110 5241-827	FIRE PREVENTI:	FIRE HATS	119662	462.72
					VENDOR 01-002167	TOTALS	462.72
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5241-321	UTILITIES :	2700 MARSHALL	119722	129.19
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5241-321	UTILITIES :	1801 PRAIRIE	119722	88.96
					VENDOR 01-002194	TOTALS	218.15
01-002469	CRAIG ANTENNA SERVICE,	I-63066	110 5241-319	MISCELLANEOUS:	SIREN REPAIRS	119695	393.00
					VENDOR 01-002469	TOTALS	393.00
01-003162	MICHAEL KIRCHER	I-201403076025	110 5241-562	TRAVEL & TRAI:	MEALS 3/17-28	119632	261.00
					VENDOR 01-003162	TOTALS	261.00
01-003169	CONSOLIDATED FLEET SER	I-2014MY0037	110 5241-433	REPAIR OF MAC:	CONSOLIDATED FLEET S	119689	985.00
					VENDOR 01-003169	TOTALS	985.00
01-003174	ERIC FAIR	I-232	110 5241-433	REPAIR OF MAC:	FIRE PUMP TESTING	119708	662.00
					VENDOR 01-003174	TOTALS	662.00
01-015410	EZ PARCEL & BUSINESS S	I-93545	110 5241-531	POSTAGE :	SHIPPING	119706	17.60
					VENDOR 01-015410	TOTALS	17.60
01-017200	FIRE PENSION FUND	I-201403146149	110 5241-233	FIREFIGHTERS :	MOBILE HOME PROPERTY	119641	1,481.00
					VENDOR 01-017200	TOTALS	1,481.00

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 241 FIRE PROTECTION ADMIN.
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020800	HAROLD'S CLEANERS	I-AO-197786	110 5241-573	LAUNDRY SERVI:	REPAIR SHIRT	119717	5.00
01-020800	HAROLD'S CLEANERS	I-AO-197822	110 5241-573	LAUNDRY SERVI:	CLEAN UNIFORMS	119717	46.00
01-020800	HAROLD'S CLEANERS	I-AO-197845	110 5241-573	LAUNDRY SERVI:	CLEAN GLOVES	119717	2.00
01-020800	HAROLD'S CLEANERS	I-AO-197851	110 5241-573	LAUNDRY SERVI:	SEW PATCHES	119717	12.00
01-020800	HAROLD'S CLEANERS	I-AO-197926	110 5241-573	LAUNDRY SERVI:	CLEAN SHIRTS	119717	17.00
01-020800	HAROLD'S CLEANERS	I-AO-198038	110 5241-573	LAUNDRY SERVI:	CLEAN SHIRT	119717	4.50
01-020800	HAROLD'S CLEANERS	I-AO-198078	110 5241-573	LAUNDRY SERVI:	CLEAN PANTS	119717	5.00
					VENDOR 01-020800	TOTALS	91.50
01-023800	CONSOLIDATED COMMUNICA	I-201403076034	110 5241-532	TELEPHONE :	235-0924	119628	54.84
01-023800	CONSOLIDATED COMMUNICA	I-201403076035	110 5241-532	TELEPHONE :	234-2442	119628	58.28
01-023800	CONSOLIDATED COMMUNICA	I-201403076036	110 5241-532	TELEPHONE :	235-0931	119629	45.24
01-023800	CONSOLIDATED COMMUNICA	I-201403076037	110 5241-532	TELEPHONE :	235-0933	119629	41.03
01-023800	CONSOLIDATED COMMUNICA	I-201403076038	110 5241-532	TELEPHONE :	235-0947	119629	43.99
01-023800	CONSOLIDATED COMMUNICA	I-201403126066	110 5241-532	TELEPHONE :	101-0987	119688	88.52
					VENDOR 01-023800	TOTALS	331.90
01-025600	ILMO PRODUCTS COMPANY	I-201403126067	110 5241-313	MEDICAL & SAF:	OXYGEN,CYLINDER RENT	119723	278.02
					VENDOR 01-025600	TOTALS	278.02
01-028980	SEAN JUNGE	I-201403126091	110 5241-533	CELLULAR PHON:	MARCH MOBILE	119726	100.00
					VENDOR 01-028980	TOTALS	100.00
01-029825	KIRCHNER BUILDING CENT	I-40113104	110 5241-432	REPAIR OF BUI:	KIRCHNER BUILDING CE	119727	73.54
					VENDOR 01-029825	TOTALS	73.54
01-030083	LANMAN OIL CO INC	I-11328	110 5241-326	FUEL :	FUEL	119731	29.70
01-030083	LANMAN OIL CO INC	I-24609	110 5241-326	FUEL :	FUEL	119731	16.72
					VENDOR 01-030083	TOTALS	46.42
01-033000	UNITED STATES POSTAL S	I-201403126114	110 5241-531	POSTAGE :	REPLENISH POSTAGE ME	119769	347.20
					VENDOR 01-033000	TOTALS	347.20

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 241 FIRE PROTECTION ADMIN.
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033800	MATTOON WATER DEPT	I-201402265958	110 5241-321	UTILITIES	: 2700 MARSHALL STA 3	000000	28.24
01-033800	MATTOON WATER DEPT	I-201402276001	110 5241-321	UTILITIES	: HWY 16 STA 2	000000	30.24
01-033800	MATTOON WATER DEPT	I-201402276002	110 5241-321	UTILITIES	: 1801 PRAIRIE	000000	26.06
					VENDOR 01-033800 TOTALS		84.54
01-036080	MUNICIPAL EMERGENCY SE	I-00499206SNV	110 5241-315	UNIFORMS & CL:	BOOTS	119747	104.45
01-036080	MUNICIPAL EMERGENCY SE	I-00499208SNV	110 5241-315	UNIFORMS & CL:	SHIRT	119747	55.56
01-036080	MUNICIPAL EMERGENCY SE	I-00499209SNV	110 5241-315	UNIFORMS & CL:	PANTS,SHIRTS	119747	107.52
01-036080	MUNICIPAL EMERGENCY SE	I-00499210SNV	110 5241-315	UNIFORMS & CL:	PANTS,SHIRTS,BOOTS	119747	318.63
					VENDOR 01-036080 TOTALS		586.16
01-037010	TONY NICHOLS	I-201403126095	110 5241-533	CELLULAR PHON:	MARCH MOBILE	119750	100.00
					VENDOR 01-037010 TOTALS		100.00
01-038300	PERRY'S LOCKSMITH	I-61084	110 5241-319	MISCELLANEOUS:	KEYS	119753	8.00
					VENDOR 01-038300 TOTALS		8.00
01-040451	S & S SERVICE CO	I-57263	110 5241-434	REPAIR OF VEH:	UNIT 21 REPAIRS	119755	2,230.31
					VENDOR 01-040451 TOTALS		2,230.31
01-043371	SPRINGFIELD ELECTRIC	I-S4235400.001	110 5241-434	REPAIR OF VEH:	WIRE	119762	13.19
					VENDOR 01-043371 TOTALS		13.19
01-049003	XEROX CORPORATION	I-072791748	110 5241-814	PRINT/COPY MA:	COPIER VMA-559951	119775	67.52
					VENDOR 01-049003 TOTALS		67.52
				DEPARTMENT 241	FIRE PROTECTION ADMIN.	TOTAL:	14,924.47
01-001381	MATT FREDERICK	I-201403126099	110 5261-533	CELLULAR PHON:	MARCH MOBILE	119710	50.00
					VENDOR 01-001381 TOTALS		50.00

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 261 COMMUNITY DEVELOPMENT
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002812	CHARLES LUKE EDWARDS	I-201403126084	110 5261-533	CELLULAR PHON:	MARCH MOBILE	119702	50.00
					VENDOR 01-002812 TOTALS		50.00
01-003015	A TOUCH OF CLASS LAWNC	I-449452	110 5261-579	MISC OTHER PU:	TRASH REMOVAL	119655	50.00
					VENDOR 01-003015 TOTALS		50.00
01-009075	CUSD #2 TRANSPORTATION	I-201403126113	110 5261-564	PRIVATE VEHIC:	CODE ENFORCEMENT 2/1	119698	129.84
					VENDOR 01-009075 TOTALS		129.84
01-018700	KYLE GILL	I-201403126096	110 5261-533	CELLULAR PHON:	MARCH MOBILE	119714	100.00
					VENDOR 01-018700 TOTALS		100.00
01-033000	UNITED STATES POSTAL S	I-201403126114	110 5261-531	POSTAGE :	REPLENISH POSTAGE ME	119769	10.12
01-033000	UNITED STATES POSTAL S	I-201403126114	110 5261-531	POSTAGE :	REPLENISH POSTAGE ME	119769	3.30
					VENDOR 01-033000 TOTALS		13.42
01-049003	XEROX CORPORATION	I-072791752	110 5261-311	OFFICE SUPPLI:	COPIER LBP-251909	119775	18.15
					VENDOR 01-049003 TOTALS		18.15
				DEPARTMENT 261	COMMUNITY DEVELOPMENT	TOTAL:	411.41
01-001293	BRAD STROHL	I-201403126056	110 5310-564	PRIVATE VEHIC:	MILEAGE 1/14	119765	3.59
					VENDOR 01-001293 TOTALS		3.59
01-002602	DEAN BARBER	I-201403126085	110 5310-533	CELLULAR PHON:	MARCH MOBILE	119666	33.33
					VENDOR 01-002602 TOTALS		33.33
01-033000	UNITED STATES POSTAL S	I-201403126114	110 5310-319	MISCELLANEOUS:	REPLENISH POSTAGE ME	119769	74.65
					VENDOR 01-033000 TOTALS		74.65

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 310 PUBLIC WORKS
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-039210	ADVANCED DISPOSAL SERV	I-F50000368249	110 5310-421	DISPOSAL SERV:	CITY TRASH	119626	78.77
					VENDOR 01-039210 TOTALS		78.77
01-049003	XEROX CORPORATION	I-072791714	110 5310-814	PRINT/COPY MA:	COPIER GBP-243598	119775	326.85
					VENDOR 01-049003 TOTALS		326.85
				DEPARTMENT 310	PUBLIC WORKS	TOTAL:	517.19
01-000550	ALEXANDERS AUTO PARTS	I-201403126041	110 5320-316	TOOLS AND EQU:	WIPER BLADES,BULBS,D	119656	2.64
01-000550	ALEXANDERS AUTO PARTS	I-201403126041	110 5320-319	MISCELLANEOUS:	WIPER BLADES,BULBS,D	119656	25.04
01-000550	ALEXANDERS AUTO PARTS	I-201403126041	110 5320-318	VEHICLE PARTS:	WIPER BLADES,BULBS,D	119656	72.57
					VENDOR 01-000550 TOTALS		100.25
01-001070	AMEREN ILLINOIS	I-201403056007	110 5320-321	UTILITIES :	AMEREN ILLINOIS	119657	116.08
01-001070	AMEREN ILLINOIS	I-201403126119	110 5320-321	UTILITIES :	212 N 12TH	119660	885.83
01-001070	AMEREN ILLINOIS	I-201403126120	110 5320-321	UTILITIES :	212 N 12TH	119660	33.11
01-001070	AMEREN ILLINOIS	I-201403126121	110 5320-321	UTILITIES :	221 N 12TH	119660	1,586.14
					VENDOR 01-001070 TOTALS		2,621.16
01-001213	DIESEL SPEED REPAIR, I	I-12269	110 5320-434	REPAIR OF VEH:	TOW TRUCK	119701	80.00
					VENDOR 01-001213 TOTALS		80.00
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5320-321	UTILITIES :	212 N 12TH	119722	26.61
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5320-321	UTILITIES :	221 N 12TH	119722	197.13
					VENDOR 01-002194 TOTALS		223.74
01-002559	MATTOON TIRE & AUTO CE	I-24739	110 5320-434	REPAIR OF VEH:	TRUCK REPAIRS	119739	148.39
01-002559	MATTOON TIRE & AUTO CE	I-24965	110 5320-433	REPAIR OF MAC:	SNOW PLOW TIRE	119739	61.48
					VENDOR 01-002559 TOTALS		209.87
01-002958	BATTERY SPECIALISTS, I	I-119564	110 5320-318	VEHICLE PARTS:	BATTERY SPECIALISTS,	119669	79.95
					VENDOR 01-002958 TOTALS		79.95

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK

FUND : 110 GENERAL FUND

DEPARTMENT: 320 STREETS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 3/05/2014 THRU 3/18/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003095	CARQUEST AUTO PARTS ST	I-201403136139	110 5320-562	TRAVEL & TRAI:	PARTS,TRAINING	119674	59.00
01-003095	CARQUEST AUTO PARTS ST	I-201403136139	110 5320-318	VEHICLE PARTS:	PARTS,TRAINING	119674	30.76
01-003095	CARQUEST AUTO PARTS ST	I-201403136139	110 5320-319	MISCELLANEOUS:	PARTS,TRAINING	119674	86.11
01-003095	CARQUEST AUTO PARTS ST	I-201403136139	110 5320-316	TOOLS AND EQU:	PARTS,TRAINING	119674	39.59
					VENDOR 01-003095	TOTALS	215.46
01-003171	COATAR & ASSOCIATES, I	I-2014-51	110 5320-318	VEHICLE PARTS:	TRUCK REPAIRS	119680	81.33
					VENDOR 01-003171	TOTALS	81.33
01-009075	CUSD #2 TRANSPORTATION	I-201403126051	110 5320-326	FUEL :	PUBLIC WORKS 2/14 FU	119698	4,434.49
					VENDOR 01-009075	TOTALS	4,434.49
01-009870	COX MOTORS	I-87066	110 5320-434	REPAIR OF VEH:	SAFETY TEST	119693	41.00
					VENDOR 01-009870	TOTALS	41.00
01-010125	CROSSROADS TRUCK	I-01484573	110 5320-316	TOOLS AND EQU:	CROSSROADS TRUCK	119697	109.42
					VENDOR 01-010125	TOTALS	109.42
01-011005	TIM DAILY	I-201403126094	110 5320-533	CELLULAR PHON:	MARCH MOBILE	119699	16.67
					VENDOR 01-011005	TOTALS	16.67
01-014405	EFFINGHAM TRUCK SALES	C-AI06825	110 5320-318	VEHICLE PARTS:	RETURN	119703	437.50-
01-014405	EFFINGHAM TRUCK SALES	I-AI03834	110 5320-318	VEHICLE PARTS:	PARTS	119703	96.90
01-014405	EFFINGHAM TRUCK SALES	I-AI05965	110 5320-318	VEHICLE PARTS:	MOTOR,ARM,GEAR	119703	798.75
01-014405	EFFINGHAM TRUCK SALES	I-AI06052	110 5320-318	VEHICLE PARTS:	ARM	119703	68.77
01-014405	EFFINGHAM TRUCK SALES	I-AI06215	110 5320-318	VEHICLE PARTS:	CLIPS,BLOCKS	119703	63.99
01-014405	EFFINGHAM TRUCK SALES	I-AI09008	110 5320-318	VEHICLE PARTS:	GLASS,ELEMENT	119703	69.72
01-014405	EFFINGHAM TRUCK SALES	I-AI09246	110 5320-318	VEHICLE PARTS:	GLASS,ELEMENT	119703	69.72
01-014405	EFFINGHAM TRUCK SALES	I-AI09249	110 5320-318	VEHICLE PARTS:	BLOCK	119703	13.36
01-014405	EFFINGHAM TRUCK SALES	I-AW30997	110 5320-434	REPAIR OF VEH:	REPAIRS	119703	149.72
					VENDOR 01-014405	TOTALS	893.43

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 320 STREETS
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016000	JOHN DEERE FINANCIAL	I-C01893	110 5320-318	VEHICLE PARTS:	PLASTIC WHEEL	119631	9.98
					VENDOR 01-016000 TOTALS		9.98
01-016140	FASTENAL COMPANY	I-ILMAT102823	110 5320-319	MISCELLANEOUS:	PLOW BOLTS	119707	300.89
					VENDOR 01-016140 TOTALS		300.89
01-017000	FIRE EQUIPMENT SERVICE	I-217148	110 5320-519	OTHER PROFESS:	EXTINGUISHER MNTCE	119709	127.25
					VENDOR 01-017000 TOTALS		127.25
01-018100	GANO WELDING SUPPLIES	I-198940	110 5320-319	MISCELLANEOUS:	WELDING SUPPLIES	119712	93.29
01-018100	GANO WELDING SUPPLIES	I-889618	110 5320-319	MISCELLANEOUS:	WELDING SUPPLIES	119712	39.00
					VENDOR 01-018100 TOTALS		132.29
01-021402	CHARLES HEUERMAN TRUCK	I-36987	110 5320-359	OTHER STREET :	SAND	119677	1,205.52
					VENDOR 01-021402 TOTALS		1,205.52
01-023800	CONSOLIDATED COMMUNICA	I-201403076029	110 5320-532	TELEPHONE :	235-5663	119628	41.03
01-023800	CONSOLIDATED COMMUNICA	I-201403076030	110 5320-532	TELEPHONE :	235-5171	119628	239.40
01-023800	CONSOLIDATED COMMUNICA	I-201403076031	110 5320-532	TELEPHONE :	235-5460	119628	42.09
01-023800	CONSOLIDATED COMMUNICA	I-201403136138	110 5320-532	TELEPHONE :	101-0873	119688	88.52
					VENDOR 01-023800 TOTALS		411.04
01-025600	ILMO PRODUCTS COMPANY	I-201403136140	110 5320-319	MISCELLANEOUS:	WELDING SUPPLIES	119723	70.50
01-025600	ILMO PRODUCTS COMPANY	I-201403136140	110 5320-313	MEDICAL & SAF:	WELDING SUPPLIES	119723	59.78
01-025600	ILMO PRODUCTS COMPANY	I-201403136140	110 5320-440	RENTALS :	WELDING SUPPLIES	119723	8.70
					VENDOR 01-025600 TOTALS		138.98
01-030000	KULL LUMBER CO	I-201403126124	110 5320-316	TOOLS AND EQU:	WRENCHES,DIESEL CAN,	119729	19.99
					VENDOR 01-030000 TOTALS		19.99

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 320 STREETS
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-030083	LANMAN OIL CO INC	I-10485	110 5320-326	FUEL	: FUEL	119731	3.13
					VENDOR 01-030083 TOTALS		3.13
01-038375	DAN PILSON AUTO CENTER	I-611958	110 5320-434	REPAIR OF VEH:	#507 REPAIRS	119700	124.75
					VENDOR 01-038375 TOTALS		124.75
01-039600	NEAL TIRE & AUTO SERVI	I-201403126125	110 5320-434	REPAIR OF VEH:	TIRE REPAIRS	119748	29.00
					VENDOR 01-039600 TOTALS		29.00
01-044324	TERMINAL SUPPLY CO	I-95934-00	110 5320-318	VEHICLE PARTS:	TERMINAL SUPPLY CO	119766	61.40
					VENDOR 01-044324 TOTALS		61.40
01-048642	WOODY'S MUNICIPAL SUPP	I-41640	110 5320-318	VEHICLE PARTS:	RECOIL SPRING	119773	198.88
					VENDOR 01-048642 TOTALS		198.88
				DEPARTMENT 320	STREETS	TOTAL:	11,869.87
01-001070	AMEREN ILLINOIS	I-201403056007	110 5381-321	UTILITIES	: AMEREN ILLINOIS	119657	29.48
01-001070	AMEREN ILLINOIS	I-201403056007	110 5381-321	UTILITIES	: AMEREN ILLINOIS	119657	300.16
01-001070	AMEREN ILLINOIS	I-201403126054	110 5381-321	UTILITIES	: 19TH ST	119658	35.63
01-001070	AMEREN ILLINOIS	I-201403126055	110 5381-321	UTILITIES	: 208 N 19TH	119658	23.49
					VENDOR 01-001070 TOTALS		388.76
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5381-321	UTILITIES	: 1718 B'DWAY UNIT B	119722	70.79
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5381-321	UTILITIES	: CITY HALL	119722	897.59
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5381-321	UTILITIES	: 208 N 19TH	119722	9.71
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5381-321	UTILITIES	: BURGESS	119722	67.28
					VENDOR 01-002194 TOTALS		1,045.37
01-023800	CONSOLIDATED COMMUNICA	I-201403076022	110 5381-435	ELEVATOR SERV:	235-5622	119628	120.69
01-023800	CONSOLIDATED COMMUNICA	I-201403076023	110 5381-435	ELEVATOR SERV:	234-7376	119628	40.64
					VENDOR 01-023800 TOTALS		161.33

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 381 CUSTODIAL SERVICES
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033800	MATTOON WATER DEPT	I-201403126058	110 5381-321	UTILITIES	: 208 N 19TH	000000	225.26
					VENDOR 01-033800 TOTALS		225.26
01-035600	KONE INC	I-150980027	110 5381-435	ELEVATOR SERV	: ANNUAL SAFETY TEST	119728	350.00
01-035600	KONE INC	I-150980028	110 5381-435	ELEVATOR SERV	: ANNUAL SAFETY TEST	119728	350.00
					VENDOR 01-035600 TOTALS		700.00
01-038300	PERRY'S LOCKSMITH	I-6-61010	110 5381-432	REPAIR OF BUI	: SERVICE CALL	119753	72.50
					VENDOR 01-038300 TOTALS		72.50
				DEPARTMENT 381	CUSTODIAL SERVICES	TOTAL:	2,593.22
01-000550	ALEXANDERS AUTO PARTS	I-201403126072	110 5511-433	REPAIR OF MAC	: OIL,BULBS	119656	213.95
01-000550	ALEXANDERS AUTO PARTS	I-201403126072	110 5511-318	VEHICLE PARTS	: OIL,BULBS	119656	1.73
					VENDOR 01-000550 TOTALS		215.68
01-001070	AMEREN ILLINOIS	I-201403056007	110 5511-321	UTILITIES	: AMEREN ILLINOIS	119657	107.36
01-001070	AMEREN ILLINOIS	I-201403076018	110 5511-321	UTILITIES	: 500 B'DWAY	119627	505.49
01-001070	AMEREN ILLINOIS	I-201403126104	110 5511-321	UTILITIES	: 500 B'DWAY	119659	26.03
01-001070	AMEREN ILLINOIS	I-201403126105	110 5511-321	UTILITIES	: 500 B'DWAY	119659	343.38
01-001070	AMEREN ILLINOIS	I-201403126112	110 5511-321	UTILITIES	: 500 B'DWAY	119660	450.04
					VENDOR 01-001070 TOTALS		1,432.30
01-002056	STACEY'S HOUSE OF COLO	I-12145	110 5511-319	MISCELLANEOUS	: PAINT	119763	40.50
01-002056	STACEY'S HOUSE OF COLO	I-12166	110 5511-319	MISCELLANEOUS	: PAINT	119763	139.50
					VENDOR 01-002056 TOTALS		180.00
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5511-321	UTILITIES	: PETERSON PARK	119722	40.93
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5511-321	UTILITIES	: LAWSON PARK	119722	4.06
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5511-321	UTILITIES	: PETERSON PARK	119722	249.84
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5511-321	UTILITIES	: PETERSON PARK	119722	4.06
					VENDOR 01-002194 TOTALS		298.89

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 511 PARKS
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002958	BATTERY SPECIALISTS, I	I-119630	110 5511-318	VEHICLE PARTS:	BATTERY STARTER	119669	95.00
					VENDOR 01-002958 TOTALS		95.00
01-016000	JOHN DEERE FINANCIAL	I-B87366	110 5511-313	MEDICAL & SAF:	EAR PLUGS	119643	4.98
01-016000	JOHN DEERE FINANCIAL	I-B87561	110 5511-433	REPAIR OF MAC:	LEAF BLOWER REPAIR	119643	27.94
01-016000	JOHN DEERE FINANCIAL	I-C02522	110 5511-434	REPAIR OF VEH:	RAIN-X	119643	31.98
					VENDOR 01-016000 TOTALS		64.90
01-023800	CONSOLIDATED COMMUNICA	I-201403076017	110 5511-532	TELEPHONE :	234-3611	119628	72.10
					VENDOR 01-023800 TOTALS		72.10
01-030000	KULL LUMBER CO	I-201403126071	110 5511-319	MISCELLANEOUS:	PAINT,FURNACE FILTER	119729	351.88
					VENDOR 01-030000 TOTALS		351.88
01-037050	NIEMEYER REPAIR SERVIC	I-55236	110 5511-433	REPAIR OF MAC:	TRACTOR REPAIRS	119751	1,369.39
					VENDOR 01-037050 TOTALS		1,369.39
01-041800	SHERWIN WILLIAMS CO	I-6151-8	110 5511-319	MISCELLANEOUS:	PAINT	119757	8.31
					VENDOR 01-041800 TOTALS		8.31
				DEPARTMENT 511 PARKS		TOTAL:	4,088.45
01-018100	GANO WELDING SUPPLIES	I-890112	110 5512-319	MISCELLANEOUS:	WELDING SUPPLIES	119712	36.00
					VENDOR 01-018100 TOTALS		36.00
01-020534	FRONTIER	I-201403126074	110 5512-532	TELEPHONE :	895-2922	119711	53.17
					VENDOR 01-020534 TOTALS		53.17
01-025600	ILMO PRODUCTS COMPANY	I-201403126073	110 5512-319	MISCELLANEOUS:	WELDING SUPPLIES	119723	48.18
					VENDOR 01-025600 TOTALS		48.18

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 512 LAKE MATTOON
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-030065	LAKE MATTOON PUBLIC WA	I-201403146152	110 5512-321	UTILITIES	: CAMPGROUND	119645	13.20
01-030065	LAKE MATTOON PUBLIC WA	I-201403146153	110 5512-321	UTILITIES	: MARINA	119645	13.20
01-030065	LAKE MATTOON PUBLIC WA	I-201403146154	110 5512-321	UTILITIES	: SHOWER HOUSE	119645	13.20
01-030065	LAKE MATTOON PUBLIC WA	I-201403146155	110 5512-321	UTILITIES	: BEACH	119645	13.20
01-030065	LAKE MATTOON PUBLIC WA	I-201403146156	110 5512-321	UTILITIES	: LAKE MATTOON PUBLIC	119645	13.20
					VENDOR 01-030065 TOTALS		66.00
01-041755	SHELBY ELECTRIC COOPER	I-201403076009	110 5512-321	UTILITIES	: NEW TRF	119634	93.79
01-041755	SHELBY ELECTRIC COOPER	I-201403076010	110 5512-321	UTILITIES	: HUFFMANS	119634	102.64
01-041755	SHELBY ELECTRIC COOPER	I-201403076011	110 5512-321	UTILITIES	: RESTROOMS	119634	77.50
01-041755	SHELBY ELECTRIC COOPER	I-201403076012	110 5512-321	UTILITIES	: HUFFMANS	119634	332.76
01-041755	SHELBY ELECTRIC COOPER	I-201403076013	110 5512-321	UTILITIES	: MARINA	119634	223.57
01-041755	SHELBY ELECTRIC COOPER	I-201403076014	110 5512-321	UTILITIES	: CAUSEWAY	119634	20.77
01-041755	SHELBY ELECTRIC COOPER	I-201403076015	110 5512-321	UTILITIES	: CAMPGROUND	119634	163.02
					VENDOR 01-041755 TOTALS		1,014.05
				DEPARTMENT 512	LAKE MATTOON	TOTAL:	1,217.40
01-001070	AMEREN ILLINOIS	I-201403126103	110 5551-321	UTILITIES	: 500 B'DWAY	119659	42.47
01-001070	AMEREN ILLINOIS	I-201403126111	110 5551-321	UTILITIES	: 632 S 14TH	119660	25.66
01-001070	AMEREN ILLINOIS	I-201403136131	110 5551-321	UTILITIES	: 1 S 22ND	119660	23.89
					VENDOR 01-001070 TOTALS		92.02
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5551-321	UTILITIES	: T-BALL COMPLEX	119722	55.56
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5551-321	UTILITIES	: JFL COMPLEX	119722	21.33
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5551-321	UTILITIES	: BOYS COMPLEX	119722	48.74
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5551-321	UTILITIES	: GIRLS COMPLEX	119722	20.31
					VENDOR 01-002194 TOTALS		145.94
01-016000	JOHN DEERE FINANCIAL	I-C06488	110 5551-319	MISCELLANEOUS	: CABLE TIES	119643	119.92
					VENDOR 01-016000 TOTALS		119.92
				DEPARTMENT 551	SPORTS FACILITIES	TOTAL:	357.88

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 110 GENERAL FUND
DEPARTMENT: 570 DODGE GROVE CEMETERY
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000550	ALEXANDERS AUTO PARTS	I-201403126070	110 5570-433	REPAIR OF MAC:	WIPER BLADES	119656	16.49
					VENDOR 01-000550 TOTALS		16.49
01-001582	AUTO, TRUCK AND FARM R	I-45676	110 5570-433	REPAIR OF MAC:	TRUCK REPAIRS	119663	350.39
					VENDOR 01-001582 TOTALS		350.39
01-002194	IL POWER MARKETING DBA	I-1461314021	110 5570-321	UTILITIES :	917 N 22ND	119722	40.78
					VENDOR 01-002194 TOTALS		40.78
01-017000	FIRE EQUIPMENT SERVICE	I-216128	110 5570-316	TOOLS & EQUIP:	EXTINGUISHER MNTCE	119709	59.00
					VENDOR 01-017000 TOTALS		59.00
01-023800	CONSOLIDATED COMMUNICA	I-201403076033	110 5570-532	TELEPHONE :	234-2055	119628	121.43
					VENDOR 01-023800 TOTALS		121.43
01-033800	MATTOON WATER DEPT	I-201402265974	110 5570-321	UTILITIES :	N 19TH	000000	7.50
01-033800	MATTOON WATER DEPT	I-201402265981	110 5570-321	UTILITIES :	917 N 22ND	000000	32.94
					VENDOR 01-033800 TOTALS		40.44
				DEPARTMENT 570	DODGE GROVE CEMETERY	TOTAL:	628.53
01-008801	COLES TOGETHER	I-201403126092	110 5651-571	DUES & MEMBER:	MARCH PLEDGE	119685	4,166.66
					VENDOR 01-008801 TOTALS		4,166.66
				DEPARTMENT 651	ECONOMIC DEVELOPMENT	TOTAL:	4,166.66
01-030100	MATTOON PUBLIC LIBRARY	I-201403146148	110 5912-822	TRANSFER TO L:	MOBILE HOME PROPERTY	119646	576.30
					VENDOR 01-030100 TOTALS		576.30
				DEPARTMENT 912	INTRFND TRNSFRS - LIBRARY	TOTAL:	576.30
				VENDOR SET 110	GENERAL FUND	TOTAL:	149,144.85

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 122 HOTEL TAX FUND
DEPARTMENT: 653 HOTEL TAX ADMINISTRATION
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001235	ANGELIA D BURGETT	I-201403126078	122 5653-562	TRAVEL & TRAI:	MILEAGE 3/5-15	119672	153.69
01-001235	ANGELIA D BURGETT	I-201403126098	122 5653-533	CELLULAR PHON:	MARCH MOBILE	119672	100.00
					VENDOR 01-001235 TOTALS		253.69
01-002194	IL POWER MARKETING DBA	I-1461314021	122 5653-321	NATURAL GAS &:	1718 B'DWAY UNIT C	119722	63.32
01-002194	IL POWER MARKETING DBA	I-1461314021	122 5653-321	NATURAL GAS &:	DEWITT WELCOME SIGN	119722	4.53
					VENDOR 01-002194 TOTALS		67.85
01-002928	EIU CLUB SOFTBALL	I-201403136130	122 5653-825	TOURISM GRANT:	GRANT	119704	5,000.00
					VENDOR 01-002928 TOTALS		5,000.00
01-032773	MATTOON PRIDE SOFTBALL	I-201403136129	122 5653-825	TOURISM GRANT:	GRANT	119738	16,000.00
					VENDOR 01-032773 TOTALS		16,000.00
01-033000	UNITED STATES POSTAL S	I-201403126114	122 5653-531	POSTAGE :	REPLENISH POSTAGE ME	119769	26.26
					VENDOR 01-033000 TOTALS		26.26
01-048900	YMCA	I-201403136128	122 5653-825	TOURISM GRANT:	GRANT	119776	5,000.00
					VENDOR 01-048900 TOTALS		5,000.00

DEPARTMENT 653 HOTEL TAX ADMINISTRATION TOTAL: 26,347.80

VENDOR SET 122 HOTEL TAX FUND TOTAL: 26,347.80

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 123 FESTIVAL MGMT FUND
DEPARTMENT: 584 BAGELFEST
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-033000	UNITED STATES POSTAL S	I-201403126114	123 5584-531	POSTAGE	: REPLENISH POSTAGE ME	119769	55.20
					VENDOR 01-033000 TOTALS		55.20
				DEPARTMENT 584	BAGELFEST	TOTAL:	55.20
				VENDOR SET 123	FESTIVAL MGMT FUND	TOTAL:	55.20

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 128 MIDTOWN TIF FUND
DEPARTMENT: 604 MIDTOWN TIF DISTRICT
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000742	BARTELS CONSTRUCTION,	I-201403126053	128 5604-909	PUBLIC BUILDI:	SWORDS DRIVE SIDEWAL	119667	1,100.00-
					VENDOR 01-000742 TOTALS		1,100.00-
01-001846	UNITED WAY OF COLES CO	I-201403076026	128 5604-825	TIF GRANTS :	2013 TIF PYMT	119636	3,056.20
					VENDOR 01-001846 TOTALS		3,056.20

DEPARTMENT 604 MIDTOWN TIF DISTRICT TOTAL: 1,956.20

VENDOR SET 128 MIDTOWN TIF FUND TOTAL: 1,956.20

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK

FUND : 130 CAPITAL PROJECT FUND

DEPARTMENT: 321 STREETS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 3/05/2014 THRU 3/18/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000742	BARTELS CONSTRUCTION,	I-201403126053	130 5321-730	IMPROVEMENTS :	SWORDS DRIVE SIDEWAL	119667	15,652.44
	PROJ: 243-000	Swords Dr Sidewalk		EXPENSES			
					VENDOR 01-000742 TOTALS		15,652.44

DEPARTMENT 321 STREETS TOTAL: 15,652.44

VENDOR SET 130 CAPITAL PROJECT FUND TOTAL: 15,652.44

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 154 BROADWAY EAST BUS DIST
DEPARTMENT: 604 BROADWAY EAST BUSINESS DI
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002962	LARSON ENTERPRISES	I-201403126069	154 5604-825	BUSINESS DIST:	JANUARY TAX REBATE	119732	2,237.29
					VENDOR 01-002962 TOTALS		2,237.29
				DEPARTMENT 604	BROADWAY EAST BUSINESS DITOTAL:		2,237.29
				VENDOR SET 154	BROADWAY EAST BUS DIST	TOTAL:	2,237.29

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 211 WATER FUND
DEPARTMENT: 351 RESERVOIRS & WTR SOURCES
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMEREN ILLINOIS	I-201403126101	211 5351-321	NATURAL GAS &:	RR2 WATER DEPT	119659	209.53
01-001070	AMEREN ILLINOIS	I-201403126102	211 5351-321	NATURAL GAS &:	RR2 SHED	119659	25.21
					VENDOR 01-001070 TOTALS		234.74
01-002194	IL POWER MARKETING DBA	I-1461314021	211 5351-321	NATURAL GAS &:	LAKE PARADISE SHED	119722	2.49
					VENDOR 01-002194 TOTALS		2.49
				DEPARTMENT 351	RESERVOIRS & WTR SOURCES TOTAL:		237.23
01-000189	BALLINGER AUTO COMPANY	I-201403136143	211 5353-460	OTHER PROPERT:	CLEAN LAGOON	119664	5,000.00
					VENDOR 01-000189 TOTALS		5,000.00
01-000550	ALEXANDERS AUTO PARTS	I-201403126079	211 5353-378	PLANT MTCE & :	BATTERIES	119656	23.85
					VENDOR 01-000550 TOTALS		23.85
01-001070	AMEREN ILLINOIS	I-201403126100	211 5353-321	NATURAL GAS &:	2800 E LAKE PARADISE	119659	606.57
01-001070	AMEREN ILLINOIS	I-201403136142	211 5353-321	NATURAL GAS &:	LAKE MATTOON PUMP	119661	308.64
01-001070	AMEREN ILLINOIS	I-201403136142	211 5353-321	NATURAL GAS &:	WATER PLANT	119661	1,590.50
					VENDOR 01-001070 TOTALS		2,505.71
01-001414	GENERAL CHEMICAL PERFO	I-90629494	211 5353-314	CHEMICALS :	CHEMICALS	119713	4,503.14
					VENDOR 01-001414 TOTALS		4,503.14
01-002194	IL POWER MARKETING DBA	I-1461314021	211 5353-321	NATURAL GAS &:	LAKE MATTOON PUMP	119722	60.49
01-002194	IL POWER MARKETING DBA	I-1461314021	211 5353-321	NATURAL GAS &:	E LAKE PUMP HOUSE	119722	1,949.95
					VENDOR 01-002194 TOTALS		2,010.44
01-002411	DAVE BASHAM	I-201403126087	211 5353-533	CELLULAR PHON:	MARCH MOBILE	119668	50.00
					VENDOR 01-002411 TOTALS		50.00

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 211 WATER FUND
DEPARTMENT: 353 WATER TREATMENT PLANT
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002434	HAWKINS, INC.	I-3570735	211 5353-314	CHEMICALS :	CHEMICALS	119718	970.59
					VENDOR 01-002434 TOTALS		970.59
01-002638	ROB LECRONE	I-201403126097	211 5353-533	CELLULAR PHON:	MARCH MOBILE	119734	50.00
					VENDOR 01-002638 TOTALS		50.00
01-002676	HEXAGON TECHNOLOGIES I	I-27846	211 5353-314	CHEMICALS :	CHEMICALS	119720	3,267.00
					VENDOR 01-002676 TOTALS		3,267.00
01-003097	CINTAS CORPORATION #37	I-370794747	211 5353-439	OTHER REPAIR :	TOWELS,DUST MOP	119679	40.38
					VENDOR 01-003097 TOTALS		40.38
01-003160	COLE-PARMER	I-8804964	211 5353-378	PLANT MTCE & :	COLE-PARMER	119681	105.44
					VENDOR 01-003160 TOTALS		105.44
01-003175	MERRICK INDUSTRIES	I-MI-65213	211 5353-433	REPAIR OF MAC:	SHAFT MIXER	119741	2,309.98
					VENDOR 01-003175 TOTALS		2,309.98
01-009000	COMMERCIAL ELECTRIC	I-26477001	211 5353-516	TECHNOLOGY SU:	COMMERCIAL ELECTRIC	119687	647.11
					VENDOR 01-009000 TOTALS		647.11
01-009098	CONTINENTAL CARBONIC	I-2860415	211 5353-314	CHEMICALS :	CHEMICALS	119690	1,371.85
					VENDOR 01-009098 TOTALS		1,371.85
01-020540	HACH COMPANY	C-2099181	211 5353-319	MISCELLANEOUS:	RETURN	119715	1,518.90-
01-020540	HACH COMPANY	I-8653464	211 5353-319	MISCELLANEOUS:	HACH COMPANY	119715	1,737.35
					VENDOR 01-020540 TOTALS		218.45

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 211 WATER FUND
DEPARTMENT: 353 WATER TREATMENT PLANT
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023800	CONSOLIDATED COMMUNICA	I-201403076016	211 5353-532	TELEPHONE :	234-2454	119628	168.95
					VENDOR 01-023800 TOTALS		168.95
01-031402	M & M PUMP SUPPLY INC	I-715244	211 5353-378	PLANT MTCE & :	COUPLING,ADAPTERS,BU	119737	18.24
					VENDOR 01-031402 TOTALS		18.24
01-035600	KONE INC	I-221418885	211 5353-435	ELEVATOR SERV:	ELEV MNTCE 3/14	119728	271.83
					VENDOR 01-035600 TOTALS		271.83
01-045171	USA BLUEBOOK	I-278244	211 5353-378	PLANT MTCE & :	USA BLUEBOOK	119771	308.61
					VENDOR 01-045171 TOTALS		308.61
01-049003	XEROX CORPORATION	I-072791730	211 5353-814	PRINTING & CO:	COPIER XL3-564138	119775	42.11
					VENDOR 01-049003 TOTALS		42.11
				DEPARTMENT 353	WATER TREATMENT PLANT	TOTAL:	23,883.68
01-000550	ALEXANDERS AUTO PARTS	I-201403126041	211 5354-318	VEHICLE PARTS:	WIPER BLADES,BULBS,D	119656	33.16
					VENDOR 01-000550 TOTALS		33.16
01-001070	AMEREN ILLINOIS	I-201403056007	211 5354-321	NATURAL GAS &:	AMEREN ILLINOIS	119657	50.35
01-001070	AMEREN ILLINOIS	I-201403136132	211 5354-321	NATURAL GAS &:	621 S 12TH	119661	31.98
01-001070	AMEREN ILLINOIS	I-201403136133	211 5354-321	NATURAL GAS &:	1201 MARSHALL	119661	69.04
01-001070	AMEREN ILLINOIS	I-201403136141	211 5354-321	NATURAL GAS &:	1201 MARSHALL	119661	504.00
01-001070	AMEREN ILLINOIS	I-201403136142	211 5354-321	NATURAL GAS &:	12TH ST POWER	119661	78.55
01-001070	AMEREN ILLINOIS	I-201403136142	211 5354-321	NATURAL GAS &:	W 121 WATER TOWER	119661	28.36
01-001070	AMEREN ILLINOIS	I-201403136142	211 5354-321	NATURAL GAS &:	EAST WATER TOWER	119661	25.36
01-001070	AMEREN ILLINOIS	I-201403136142	211 5354-321	NATURAL GAS &:	12TH ST STORAGE	119661	39.22
					VENDOR 01-001070 TOTALS		826.86
01-001199	CARTER WATERS	I-30045569	211 5354-316	TOOLS & EQUIP:	CARTER WATERS	119675	485.00
					VENDOR 01-001199 TOTALS		485.00

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 211 WATER FUND
DEPARTMENT: 354 WATER DISTRIBUTION
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001213	DIESEL SPEED REPAIR, I	I-12269	211 5354-434	REPAIR OF VEH:	TOW TRUCK	119701	80.00
					VENDOR 01-001213 TOTALS		80.00
01-002194	IL POWER MARKETING DBA	I-1461314021	211 5354-321	NATURAL GAS &:	12TH STREET PUMP	119722	130.35
01-002194	IL POWER MARKETING DBA	I-1461314021	211 5354-321	NATURAL GAS &:	WEST TOWER	119722	10.20
01-002194	IL POWER MARKETING DBA	I-1461314021	211 5354-321	NATURAL GAS &:	SWORDS STANDPIPE	119722	49.97
01-002194	IL POWER MARKETING DBA	I-1461314021	211 5354-321	NATURAL GAS &:	EAST TOWER	119722	7.71
					VENDOR 01-002194 TOTALS		198.23
01-002429	SHIRLEY UTILITY CONSTR	I-20140008	211 5354-460	OTHER PROPERT:	BORE IN WATER SERVIC	119759	3,600.00
01-002429	SHIRLEY UTILITY CONSTR	I-20140010	211 5354-460	OTHER PROPERT:	BORE IN WATER SERVIC	119759	600.00
					VENDOR 01-002429 TOTALS		4,200.00
01-002990	CINTAS CORPORATION	I-5001012369	211 5354-313	MEDICAL & SAF:	MEDICAL SUPPLIES	119678	30.88
					VENDOR 01-002990 TOTALS		30.88
01-003095	CARQUEST AUTO PARTS ST	I-201403136139	211 5354-319	MISCELLANEOUS:	PARTS,TRAINING	119674	48.84
					VENDOR 01-003095 TOTALS		48.84
01-003170	ENGINEER SUPPLY	I-2154677	211 5354-316	TOOLS & EQUIP:	LOCATOR	119705	582.61
					VENDOR 01-003170 TOTALS		582.61
01-003171	COATAR & ASSOCIATES, I	I-2014-51	211 5354-318	VEHICLE PARTS:	TRUCK REPAIRS	119680	81.34
					VENDOR 01-003171 TOTALS		81.34
01-003200	FRED BIGGS ELECTRIC SU	I-084747	211 5354-319	MISCELLANEOUS:	WIRE	119630	292.04
					VENDOR 01-003200 TOTALS		292.04
01-009870	COX MOTORS	I-87129	211 5354-434	REPAIR OF VEH:	SAFETY TEST	119693	27.00
					VENDOR 01-009870 TOTALS		27.00

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 211 WATER FUND
DEPARTMENT: 354 WATER DISTRIBUTION
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011005	TIM DAILY	I-201403126094	211 5354-533	CELL PHONES :	MARCH MOBILE	119699	16.67
					VENDOR 01-011005 TOTALS		16.67
01-014405	EFFINGHAM TRUCK SALES	I-AI05965	211 5354-318	VEHICLE PARTS:	MOTOR,ARM,GEAR	119703	361.25
01-014405	EFFINGHAM TRUCK SALES	I-AW30997	211 5354-434	REPAIR OF VEH:	REPAIRS	119703	149.72
					VENDOR 01-014405 TOTALS		510.97
01-016000	JOHN DEERE FINANCIAL	I-B95962	211 5354-316	TOOLS & EQUIP:	BULBS,SHADES	119631	27.96
					VENDOR 01-016000 TOTALS		27.96
01-021402	CHARLES HEUERMAN TRUCK	I-37147	211 5354-376	BACKFILL & SU:	WHITE ROCK	119677	742.80
					VENDOR 01-021402 TOTALS		742.80
01-022400	HOWELL ASPHALT CO	I-10274MB	211 5354-376	BACKFILL & SU:	COLDMIX	119721	421.60
01-022400	HOWELL ASPHALT CO	I-10284MB	211 5354-376	BACKFILL & SU:	COLD MIX	119721	1,041.76
					VENDOR 01-022400 TOTALS		1,463.36
01-025682	IMCO UTILITY SUPPLY	I-1059932-00	211 5354-460	OTHER PROPERT:	IMCO UTILITY SUPPLY	119724	945.66
01-025682	IMCO UTILITY SUPPLY	I-3015954-00	211 5354-374	SERVICE LINE :	IMCO UTILITY SUPPLY	119724	858.68
01-025682	IMCO UTILITY SUPPLY	I-3015954-00	211 5354-316	TOOLS & EQUIP:	IMCO UTILITY SUPPLY	119724	15.00
01-025682	IMCO UTILITY SUPPLY	I-3016032-00	211 5354-374	SERVICE LINE :	IMCO UTILITY SUPPLY	119724	839.00
					VENDOR 01-025682 TOTALS		2,658.34
01-030000	KULL LUMBER CO	I-201403126124	211 5354-316	TOOLS & EQUIP:	WRENCHES,DIESEL CAN,	119729	52.97
01-030000	KULL LUMBER CO	I-201403126124	211 5354-319	MISCELLANEOUS:	WRENCHES,DIESEL CAN,	119729	36.82
					VENDOR 01-030000 TOTALS		89.79
01-035154	MID-ILLINOIS CONCRETE	I-142306	211 5354-376	BACKFILL & SU:	11TH & CHARLESTON	119743	488.00
01-035154	MID-ILLINOIS CONCRETE	I-142307	211 5354-376	BACKFILL & SU:	11TH & CHARLESTON	119743	826.00
					VENDOR 01-035154 TOTALS		1,314.00

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 211 WATER FUND
DEPARTMENT: 354 WATER DISTRIBUTION
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-038375	DAN PILSON AUTO CENTER	I-611958	211 5354-434	REPAIR OF VEH:	#507 REPAIRS	119700	124.75
					VENDOR 01-038375 TOTALS		124.75
01-044324	TERMINAL SUPPLY CO	I-95934-00	211 5354-318	VEHICLE PARTS:	TERMINAL SUPPLY CO	119766	61.40
					VENDOR 01-044324 TOTALS		61.40
				DEPARTMENT 354	WATER DISTRIBUTION	TOTAL:	13,896.00
01-000550	ALEXANDERS AUTO PARTS	I-201403126042	211 5355-434	REPAIR OF VEH:	WIPER BLADES	119656	9.29
					VENDOR 01-000550 TOTALS		9.29
01-001657	TYLER TECHNOLOGIES	I-025-88063	211 5355-516	TECHNOLOGY SU:	OUTPUT PROCESSOR	119768	1,466.66
01-001657	TYLER TECHNOLOGIES	I-025-88871	211 5355-516	TECHNOLOGY SU:	MAINTENANCE	119768	3,512.81
01-001657	TYLER TECHNOLOGIES	I-025-89944	211 5355-516	TECHNOLOGY SU:	MAINTENANCE	119768	700.94
					VENDOR 01-001657 TOTALS		5,680.41
01-002603	MIDWEST CREDIT & COLLE	I-010009241402280000	211 5355-579	COLLECTION FE:	WATER/SEWER COLLECTI	119744	328.69
					VENDOR 01-002603 TOTALS		328.69
01-003152	COUNTY WELDING AND MAC	I-737	211 5355-319	MISCELLANEOUS:	METER WRENCHES	119692	42.25
					VENDOR 01-003152 TOTALS		42.25
01-009075	CUSD #2 TRANSPORTATION	I-201403126051	211 5355-326	FUEL :	PUBLIC WORKS 2/14 FU	119698	4,434.49
					VENDOR 01-009075 TOTALS		4,434.49
01-023800	CONSOLIDATED COMMUNICA	I-201403076020	211 5355-532	TELEPHONE :	235-5483	119628	127.34
					VENDOR 01-023800 TOTALS		127.34
01-030000	KULL LUMBER CO	I-201403126106	211 5355-319	MISCELLANEOUS:	SPADE,HOE,PLIERS,TOO	119729	145.73
					VENDOR 01-030000 TOTALS		145.73

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 211 WATER FUND
DEPARTMENT: 355 ACCOUNTING & COLLECTION
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-030083	LANMAN OIL CO INC	I-15471	211 5355-326	FUEL	: FUEL	119731	3.89
01-030083	LANMAN OIL CO INC	I-18732	211 5355-326	FUEL	: FUEL	119731	7.46
					VENDOR 01-030083 TOTALS		11.35
01-033000	UNITED STATES POSTAL S	I-201403076021	211 5355-531	POSTAGE	: WATER BILL POSTAGE	119635	1,534.00
01-033000	UNITED STATES POSTAL S	I-201403126114	211 5355-531	POSTAGE	: REPLENISH POSTAGE ME	119769	375.48
					VENDOR 01-033000 TOTALS		1,909.48
01-035266	MIDWEST METER INC	I-0052927-IN	211 5355-373	WATER METERS	: METERS	119746	198.00
					VENDOR 01-035266 TOTALS		198.00
01-043522	STAPLES CREDIT PLAN	I-1000739511	211 5355-311	OFFICE SUPPLI	: OFFICE SUPPLIES	119764	188.77
					VENDOR 01-043522 TOTALS		188.77
01-049003	XEROX CORPORATION	I-072791702	211 5355-814	PRINTING/COPY	: COPIER AE9-877490	119775	72.70
					VENDOR 01-049003 TOTALS		72.70
				DEPARTMENT 355	ACCOUNTING & COLLECTION	TOTAL:	13,148.50
01-002194	IL POWER MARKETING DBA	I-1461314021	211 5356-321	NATURAL GAS &	: 1201 MARSHALL	119722	136.50
01-002194	IL POWER MARKETING DBA	I-1461314021	211 5356-321	NATURAL GAS &	: 620 S 12TH	119722	23.97
01-002194	IL POWER MARKETING DBA	I-1461314021	211 5356-321	NATURAL GAS &	: 621 S 12TH	119722	18.99
01-002194	IL POWER MARKETING DBA	I-1461314021	211 5356-321	NATURAL GAS &	: 12TH ST LIGHTING	119722	35.00
					VENDOR 01-002194 TOTALS		214.46
01-002602	DEAN BARBER	I-201403126085	211 5356-533	CELLULAR PHON	: MARCH MOBILE	119666	33.33
					VENDOR 01-002602 TOTALS		33.33
				DEPARTMENT 356	ADMINISTRATIVE & GENERAL	TOTAL:	247.79
				VENDOR SET 211	WATER FUND	TOTAL:	51,413.20

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 212 SEWER FUND
DEPARTMENT: 342 SEWER COLLECTION SYSTEM
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000542	COLES COUNTY TITLE, LL	I-140018	212 5342-730	IMPROVEMENTS :	TITLE SEARCH	119684	318.00
	PROJ: 203-000	CSO-LT OVERFLOW CMB	JOB EXPENSES				
01-000542	COLES COUNTY TITLE, LL	I-140019	212 5342-730	IMPROVEMENTS :	TITLE SEARCH	119684	314.00
	PROJ: 203-000	CSO-LT OVERFLOW CMB	JOB EXPENSES				
					VENDOR 01-000542	TOTALS	632.00
01-000550	ALEXANDERS AUTO PARTS	I-201403126041	212 5342-318	VEHICLE PARTS:	WIPER BLADES,BULBS,D	119656	33.16
					VENDOR 01-000550	TOTALS	33.16
01-001199	CARTER WATERS	I-30045569	212 5342-316	TOOLS & EQUIP:	CARTER WATERS	119675	485.00
					VENDOR 01-001199	TOTALS	485.00
01-001213	DIESEL SPEED REPAIR, I	I-12269	212 5342-434	REPAIR OF VEH:	TOW TRUCK	119701	80.00
					VENDOR 01-001213	TOTALS	80.00
01-002216	CORRIE APPRAISAL & CON	I-201403126060	212 5342-730	IMPROVEMENTS :	AGRICULTURAL APPRAIS	119691	2,800.00
	PROJ: 203-000	CSO-LT OVERFLOW CMB	JOB EXPENSES				
					VENDOR 01-002216	TOTALS	2,800.00
01-003095	CARQUEST AUTO PARTS ST	I-201403136139	212 5342-319	MISCELLANEOUS:	PARTS,TRAINING	119674	48.84
					VENDOR 01-003095	TOTALS	48.84
01-003170	ENGINEER SUPPLY	I-2154677	212 5342-316	TOOLS & EQUIP:	LOCATOR	119705	582.62
					VENDOR 01-003170	TOTALS	582.62
01-003171	COATAR & ASSOCIATES, I	I-2014-51	212 5342-318	VEHICLE PARTS:	TRUCK REPAIRS	119680	81.34
					VENDOR 01-003171	TOTALS	81.34
01-009870	COX MOTORS	I-87093	212 5342-434	REPAIR OF VEH:	SAFETY TEST	119693	27.00
01-009870	COX MOTORS	I-87096	212 5342-434	REPAIR OF VEH:	SAFETY TEST	119693	27.00
					VENDOR 01-009870	TOTALS	54.00

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 212 SEWER FUND
DEPARTMENT: 342 SEWER COLLECTION SYSTEM
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-010000	CRAWFORD MURPHY & TILL	I-99672	212 5342-730	IMPROVEMENTS :	CSO SATELLITE TRMT F	119696	61,218.84
	PROJ: 203-000	CSO-LT OVERFLOW CMB	JOB EXPENSES				
					VENDOR 01-010000 TOTALS		61,218.84
01-014405	EFFINGHAM TRUCK SALES	I-AI05965	212 5342-318	VEHICLE PARTS:	MOTOR,ARM,GEAR	119703	361.25
01-014405	EFFINGHAM TRUCK SALES	I-AW30997	212 5342-434	REPAIR OF VEH:	REPAIRS	119703	149.72
					VENDOR 01-014405 TOTALS		510.97
01-021402	CHARLES HEUERMAN TRUCK	I-37147	212 5342-730	IMPROVEMENTS :	WHITE ROCK	119677	779.84
	PROJ: 260-000	SAN SEWER B-WAY - COM	EXPENSES				
01-021402	CHARLES HEUERMAN TRUCK	I-37148	212 5342-730	IMPROVEMENTS :	WHITE ROCK	119677	438.88
	PROJ: 260-000	SAN SEWER B-WAY - COM	EXPENSES				
01-021402	CHARLES HEUERMAN TRUCK	I-37149	212 5342-730	IMPROVEMENTS :	WHITE ROCK	119677	1,207.52
	PROJ: 260-000	SAN SEWER B-WAY - COM	EXPENSES				
01-021402	CHARLES HEUERMAN TRUCK	I-37150	212 5342-363	BACKFILL & SU:	WHITE ROCK	119677	741.00
					VENDOR 01-021402 TOTALS		3,167.24
01-031402	M & M PUMP SUPPLY INC	I-715588	212 5342-318	VEHICLE PARTS:	M & M PUMP SUPPLY IN	119737	10.02
01-031402	M & M PUMP SUPPLY INC	I-715731	212 5342-730	IMPROVEMENTS :	CLAMPS,COUPLINGS	119737	68.99
	PROJ: 260-000	SAN SEWER B-WAY - COM	EXPENSES				
					VENDOR 01-031402 TOTALS		79.01
01-035154	MID-ILLINOIS CONCRETE	I-142261	212 5342-730	IMPROVEMENTS :	27TH & COMMERCIAL	119743	250.00
	PROJ: 260-000	SAN SEWER B-WAY - COM	EXPENSES				
					VENDOR 01-035154 TOTALS		250.00
01-038375	DAN PILSON AUTO CENTER	I-611958	212 5342-434	REPAIR OF VEH:	#507 REPAIRS	119700	124.76
					VENDOR 01-038375 TOTALS		124.76
01-044324	TERMINAL SUPPLY CO	I-95934-00	212 5342-318	VEHICLE PARTS:	TERMINAL SUPPLY CO	119766	61.40
					VENDOR 01-044324 TOTALS		61.40

DEPARTMENT 342 SEWER COLLECTION SYSTEM TOTAL: 70,209.18

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK

FUND : 212 SEWER FUND

DEPARTMENT: 343 SEWER LIFT STATIONS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 3/05/2014 THRU 3/18/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMEREN ILLINOIS	I-201403126044	212 5343-321	NATURAL GAS &:	DEWITT LIFT STA	119657	28.73
01-001070	AMEREN ILLINOIS	I-201403126081	212 5343-321	NATURAL GAS &:	N 45 LIFT STA	119658	43.42
01-001070	AMEREN ILLINOIS	I-201403126081	212 5343-321	NATURAL GAS &:	RILEY CREEK SEWAGE	119658	1,250.76
01-001070	AMEREN ILLINOIS	I-201403126081	212 5343-321	NATURAL GAS &:	LOGAN/SHELBY SEWAGE	119658	29.03
01-001070	AMEREN ILLINOIS	I-201403126081	212 5343-321	NATURAL GAS &:	WILLOWSHIRE SEWAGE	119658	32.72
01-001070	AMEREN ILLINOIS	I-201403126081	212 5343-321	NATURAL GAS &:	28TH LIFT STA	119658	41.76
01-001070	AMEREN ILLINOIS	I-201403126081	212 5343-321	NATURAL GAS &:	FAIRFIELD LIFT STA	119658	26.91
01-001070	AMEREN ILLINOIS	I-201403126081	212 5343-321	NATURAL GAS &:	N 19TH LIFT STA	119658	27.41
					VENDOR 01-001070	TOTALS	1,480.74
01-001620	VERIZON WIRELESS	I-9720528762	212 5343-533	CELLULAR PHON:	MOBILES	119637	142.79
					VENDOR 01-001620	TOTALS	142.79
01-002194	IL POWER MARKETING DBA	I-1461314021	212 5343-321	NATURAL GAS &:	N 45 LIFT STA	119722	44.59
01-002194	IL POWER MARKETING DBA	I-1461314021	212 5343-321	NATURAL GAS &:	DEWITT LIFT STA	119722	9.14
01-002194	IL POWER MARKETING DBA	I-1461314021	212 5343-321	NATURAL GAS &:	RILEY CREEK SEWAGE	119722	1,153.52
01-002194	IL POWER MARKETING DBA	I-1461314021	212 5343-321	NATURAL GAS &:	WILLOWSHIRE SEWAGE	119722	20.16
01-002194	IL POWER MARKETING DBA	I-1461314021	212 5343-321	NATURAL GAS &:	28TH LIFT STA	119722	40.78
01-002194	IL POWER MARKETING DBA	I-1461314021	212 5343-321	NATURAL GAS &:	MCFALL LIFT STA	119722	6.85
01-002194	IL POWER MARKETING DBA	I-1461314021	212 5343-321	NATURAL GAS &:	N 19TH LIFT STA	119722	8.02
					VENDOR 01-002194	TOTALS	1,283.06
				DEPARTMENT 343	SEWER LIFT STATIONS	TOTAL:	2,906.59
01-000230	BOOS ENTERPRISES INC.	I-8157-COMM	212 5344-433	REPAIR OF MAC:	INSPECTIONS	119670	370.00
					VENDOR 01-000230	TOTALS	370.00
01-001043	MIDWEST GAS INSTRUMENT	I-27383	212 5344-439	OTHER REPAIR :	CALIBRATE IMPACT	119745	75.61
					VENDOR 01-001043	TOTALS	75.61
01-001070	AMEREN ILLINOIS	I-201403126043	212 5344-321	NATURAL GAS &:	820 S 5TH PLACE	119657	559.39
01-001070	AMEREN ILLINOIS	I-201403126045	212 5344-321	NATURAL GAS &:	S 12TH ST SHED	119657	23.89
01-001070	AMEREN ILLINOIS	I-201403126046	212 5344-321	NATURAL GAS &:	820 S 5TH PLACE SLUD	119657	283.13
01-001070	AMEREN ILLINOIS	I-201403126047	212 5344-321	NATURAL GAS &:	820 S 5TH PLACE DIGE	119657	2,713.23
01-001070	AMEREN ILLINOIS	I-201403126048	212 5344-321	NATURAL GAS &:	820 S 5TH PLACE GRIT	119657	252.90

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 212 SEWER FUND
DEPARTMENT: 344 WASTEWATER TREATMNT PLANT
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001070	AMEREN ILLINOIS	I-201403126049	212 5344-321	NATURAL GAS &:	820 S 5TH PLACE	119658	662.96
01-001070	AMEREN ILLINOIS	I-201403126050	212 5344-321	NATURAL GAS &:	S 9TH ST	119658	24.28
01-001070	AMEREN ILLINOIS	I-201403126081	212 5344-321	NATURAL GAS &:	WASTEWATER PLANT	119658	4,326.28
01-001070	AMEREN ILLINOIS	I-201403126081	212 5344-321	NATURAL GAS &:	SAND FILTER BLDG	119658	355.39
01-001070	AMEREN ILLINOIS	I-201403126081	212 5344-321	NATURAL GAS &:	SEWER PLANT OFC/LAB	119658	501.30
01-001070	AMEREN ILLINOIS	I-201403126081	212 5344-321	NATURAL GAS &:	SEWER PLANT SHOP	119658	637.86
					VENDOR 01-001070 TOTALS		10,340.61
01-001236	GLEN SLOAN	I-201403126086	212 5344-533	CELLULAR PHON:	MARCH MOBILE	119760	50.00
					VENDOR 01-001236 TOTALS		50.00
01-001237	MIKE NICHOLS	I-201403126088	212 5344-533	CELLULAR PHON:	MARCH MOBILE	119749	50.00
					VENDOR 01-001237 TOTALS		50.00
01-002194	IL POWER MARKETING DBA	I-1461314021	212 5344-321	NATURAL GAS &:	820 S 5TH PLACE	119722	13,820.70
					VENDOR 01-002194 TOTALS		13,820.70
01-002297	LAWSON PRODUCTS, INC.	I-9302265543	212 5344-313	MEDICAL & SAF:	LAWSON PRODUCTS, INC	119733	75.75
					VENDOR 01-002297 TOTALS		75.75
01-009000	COMMERCIAL ELECTRIC	I-26438001	212 5344-433	REPAIR OF MAC:	LIFT STA REPAIRS	119687	833.35
01-009000	COMMERCIAL ELECTRIC	I-26499001	212 5344-433	REPAIR OF MAC:	PUMP REPAIRS	119687	255.00
					VENDOR 01-009000 TOTALS		1,088.35
01-012925	MICKEY'S LINEN	I-201403126080	212 5344-439	OTHER REPAIR :	TOWELS	119742	73.20
					VENDOR 01-012925 TOTALS		73.20
01-020540	HACH COMPANY	I-8716106	212 5344-319	MISCELLANEOUS:	HACH COMPANY	119715	588.47
					VENDOR 01-020540 TOTALS		588.47

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 212 SEWER FUND
DEPARTMENT: 344 WASTEWATER TREATMNT PLANT
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-023800	CONSOLIDATED COMMUNICA	I-201403076032	212 5344-532	TELEPHONE	: 234-3016	119628	104.84
					VENDOR 01-023800 TOTALS		104.84
01-031402	M & M PUMP SUPPLY INC	I-710403	212 5344-366	PLANT MTCE &	: BUSHING	119737	7.30
01-031402	M & M PUMP SUPPLY INC	I-714946	212 5344-366	PLANT MTCE &	: PIPE,BUSHING,FITTING	119737	106.21
					VENDOR 01-031402 TOTALS		113.51
01-049003	XEROX CORPORATION	I-072791739	212 5344-814	COPY MACHINE	: COPIER LBP-271558	119775	56.51
					VENDOR 01-049003 TOTALS		56.51
				DEPARTMENT 344	WASTEWATER TREATMNT PLANTTOTAL:		26,807.55
01-000550	ALEXANDERS AUTO PARTS	I-201403126042	212 5345-434	REPAIR OF VEH	: WIPER BLADES	119656	9.29
					VENDOR 01-000550 TOTALS		9.29
01-001657	TYLER TECHNOLOGIES	I-025-88063	212 5345-516	TECHNOLOGY SU	: OUTPUT PROCESSOR	119768	1,466.67
01-001657	TYLER TECHNOLOGIES	I-025-88871	212 5345-516	TECHNOLOGY SU	: MAINTENANCE	119768	3,512.81
01-001657	TYLER TECHNOLOGIES	I-025-89944	212 5345-516	TECHNOLOGY SU	: MAINTENANCE	119768	700.94
					VENDOR 01-001657 TOTALS		5,680.42
01-003152	COUNTY WELDING AND MAC	I-737	212 5345-319	MISCELLANEOUS	: METER WRENCHES	119692	42.25
					VENDOR 01-003152 TOTALS		42.25
01-009075	CUSD #2 TRANSPORTATION	I-201403126051	212 5345-326	FUEL	: PUBLIC WORKS 2/14 FU	119698	4,434.49
					VENDOR 01-009075 TOTALS		4,434.49
01-023800	CONSOLIDATED COMMUNICA	I-201403076020	212 5345-532	TELEPHONE	: 235-5483	119628	127.35
					VENDOR 01-023800 TOTALS		127.35

VENDOR SET: 01 CITY OF MATTOON BANK: APBNK
FUND : 212 SEWER FUND
DEPARTMENT: 345 ACCOUNTING & COLLECTION
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-030000	KULL LUMBER CO	I-201403126106	212 5345-319	MISCELLANEOUS:	SPADE,HOE,PLIERS,TOO	119729	145.75
					VENDOR 01-030000 TOTALS		145.75
01-033000	UNITED STATES POSTAL S	I-201403076021	212 5345-531	POSTAGE :	WATER BILL POSTAGE	119635	1,534.00
01-033000	UNITED STATES POSTAL S	I-201403126114	212 5345-531	POSTAGE :	REPLENISH POSTAGE ME	119769	375.47
					VENDOR 01-033000 TOTALS		1,909.47
01-035266	MIDWEST METER INC	I-0052927-IN	212 5345-373	WATER METERS :	METERS	119746	198.00
					VENDOR 01-035266 TOTALS		198.00
01-043522	STAPLES CREDIT PLAN	I-1000739511	212 5345-311	OFFICE SUPPLI:	OFFICE SUPPLIES	119764	188.78
					VENDOR 01-043522 TOTALS		188.78
01-049003	XEROX CORPORATION	I-072791702	212 5345-814	PRINT COPY MA:	COPIER AE9-877490	119775	72.70
					VENDOR 01-049003 TOTALS		72.70
				DEPARTMENT 345	ACCOUNTING & COLLECTION	TOTAL:	12,808.50
01-002602	DEAN BARBER	I-201403126085	212 5346-533	CELLULAR PHON:	MARCH MOBILE	119666	33.34
					VENDOR 01-002602 TOTALS		33.34
01-011005	TIM DAILY	I-201403126094	212 5346-533	CELLULAR PHON:	MARCH MOBILE	119699	16.66
					VENDOR 01-011005 TOTALS		16.66
				DEPARTMENT 346	ADMINISTRATIVE & GENERAL	TOTAL:	50.00
				VENDOR SET 212	SEWER FUND	TOTAL:	112,781.82
					REPORT GRAND TOTAL:		359,588.80

** G/L ACCOUNT TOTALS **

				=========LINE ITEM=========			=======GROUP BUDGET=======	
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE BUDG
2013-2014	110-2172-000	DUE TO LIBRARY FUND	1,995.83					
	110-2172-001	DUE TO FIREFIGHTERS PENSIO	12,307.62					
	110-2172-002	DUE TO POLICE PENSION FUND	12,307.62					
	110-5110-532	TELEPHONE	47.41	600	89.91			
	110-5110-533	CELLULAR PHONE	150.00	3,000	1,350.00			
	110-5110-826	ARTS COUNCIL	195.84	5,000	65,612.40-	Y		
	110-5120-519	OTHER PROFESSIONAL SERVICE	45.00	12,960	7,825.55			
	110-5120-531	POSTAGE	363.19	2,250	1,151.24			
	110-5120-532	TELEPHONE	271.56	3,060	191.50			
	110-5120-814	PRINT/COPY MACH. LEASE & M	398.40	5,120	785.09			
	110-5150-516	TECHNOLOGY SUPPORT SERVIC	1,833.33	16,167	6,692.64			
	110-5150-532	TELEPHONE	154.23	1,860	162.41			
	110-5160-311	OFFICE SUPPLIES	6.63	0	9.39-	Y		
	110-5170-319	MISCELLANEOUS SUPPLIES	279.82	800	101.23			
	110-5170-325	SOFTWARE	575.00	2,300	1,713.00			
	110-5170-516	TECHNOLOGY SUPPORT SERVIC	450.00	17,200	3,185.32			
	110-5170-533	CELLULAR PHONE	100.00	2,400	564.27			
	110-5170-841	WIDE AREA NETWORK SOFTWARE	350.00	26,500	845.79-	Y		
	110-5170-851	WIDE AREA NETWORK SERVERS	70.00	25,500	7,616.78			
	110-5170-854	WIDE AREA NETWORK WIRING A	177.04	2,200	1,010.20-	Y		
	110-5211-232	POLICE PENSION CONTRIBUTIO	1,350.15	1,227,358	459.84-	Y		
	110-5211-315	UNIFORMS & CLOTHING	220.65	3,100	1,674.89-	Y		
	110-5211-519	OTHER PROFESSIONAL SERVICE	2,200.00	3,000	3,293.68-	Y		
	110-5211-531	POSTAGE	217.54	2,500	1,054.15			
	110-5211-532	TELEPHONE	1,620.65	16,000	2,266.92-	Y		
	110-5211-537	I-WIN ACCESS CHARGE	546.72	7,000	2,239.52			
	110-5211-562	TRAVEL & TRAINING	92.88	23,500	573.48-	Y		
	110-5211-571	DUE & MEMBERSHIPS	100.00	2,345	367.50			
	110-5211-573	LAUNDRY SERVICE	40.00	400	6.75			
	110-5211-579	MISC OTHER PURCHASED SERVI	51,274.95	219,250	11,311.02			
	110-5211-814	PRINT/COPY MACH LEASE & MA	455.01	7,500	2,608.91			
	110-5212-579	MISC OTHER PURCHASED SERVI	50.00	1,500	77.40			
	110-5213-319	MISCELLANEOUS SUPPLIES	323.95	4,000	1,094.17			
	110-5214-319	MISCELLANEOUS SUPPLIES	59.99	200	464.70-	Y		
	110-5223-318	VEHICLE PARTS	2,574.04	11,000	1,000.40			
	110-5223-319	MISCELLANEOUS SUPPLIES	111.47	2,500	1,760.71			
	110-5223-326	FUEL	6,544.76	100,000	28,688.85			
	110-5223-434	REPAIR OF VEHICLES	665.31	35,000	5,492.87			
	110-5224-312	CLEANING SUPPLIES	211.97	3,500	488.62			
	110-5224-321	UTILITIES	4,114.15	71,200	23,428.00			
	110-5224-432	REPAIR OF BUILDINGS	2,193.20	15,000	1,465.19-	Y		
	110-5224-435	ELEVATOR SERVICE AGREEMEN	747.56	10,000	846.40			
	110-5241-233	FIREFIGHTERS PENSION CONTR	1,481.00	1,326,944	38.31			
	110-5241-313	MEDICAL & SAFETY SUPPLIES	687.64	19,398	5,619.58			
	110-5241-315	UNIFORMS & CLOTHING	586.16	12,760	1,539.64			
	110-5241-318	VEHICLE PARTS	58.49	10,640	9,361.76			
	110-5241-319	MISCELLANEOUS SUPPLIES	446.81	7,670	4,482.16			

** G/L ACCOUNT TOTALS **

				=========LINE ITEM=========			=======GROUP BUDGET=======		
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
	110-5241-321	UTILITIES	441.98	11,000	5,362.42				
	110-5241-326	FUEL	46.42	29,200	1,949.35				
	110-5241-432	REPAIR OF BUILDINGS	73.54	7,500	392.68				
	110-5241-433	REPAIR OF MACHINERY	1,647.00	17,350	7,664.15				
	110-5241-434	REPAIR OF VEHICLES	2,250.49	24,398	14,556.95				
	110-5241-531	POSTAGE	364.80	1,500	79.84				
	110-5241-532	TELEPHONE	331.90	7,880	4,192.58				
	110-5241-533	CELLULAR PHONE	200.00	2,400	2,038.50-	Y			
	110-5241-562	TRAVEL & TRAINING	261.00	18,325	9,863.23				
	110-5241-573	LAUNDRY SERVICES	91.50	800	222.80				
	110-5241-579	MISC OTHER PURCHASED SERVI	5,425.50	29,498	4,633.79				
	110-5241-814	PRINT/COPY MACH LEASE & MA	67.52	500	198.51-	Y			
	110-5241-827	FIRE PREVENTION EXP.	462.72	2,000	950.40				
	110-5261-311	OFFICE SUPPLIES	18.15	1,000	318.30				
	110-5261-531	POSTAGE	13.42	500	367.92				
	110-5261-533	CELLULAR PHONE	200.00	2,400	200.00				
	110-5261-564	PRIVATE VEHICLE EXP REIMB	129.84	2,000	416.07				
	110-5261-579	MISC OTHER PURCHASED SERVI	50.00	10,000	6,920.00				
	110-5310-319	MISCELLANEOUS SUPPLIES	74.65	1,500	357.58				
	110-5310-421	DISPOSAL SERVICES	78.77	20,000	6,042.31				
	110-5310-533	CELLULAR PHONE	33.33	1,000	270.24				
	110-5310-564	PRIVATE VEHICLE EXP REIMB	3.59	150	97.36				
	110-5310-814	PRINT/COPY MACH LEASE & MA	326.85	3,500	498.17				
	110-5320-313	MEDICAL & SAFETY SUPPLIES	59.78	1,800	711.74-	Y			
	110-5320-316	TOOLS AND EQUIPMENT	171.64	7,000	4,128.84-	Y			
	110-5320-318	VEHICLE PARTS	1,278.58	27,000	7,935.89				
	110-5320-319	MISCELLANEOUS SUPPLIES	614.83	10,000	3,676.41				
	110-5320-321	UTILITIES	2,844.90	17,000	2,270.16				
	110-5320-326	FUEL	4,437.62	50,000	8,781.84				
	110-5320-359	OTHER STREET MAINT SUPPLIE	1,205.52	10,000	1,248.38				
	110-5320-433	REPAIR OF MACHINERY	61.48	50,000	24,470.77				
	110-5320-434	REPAIR OF VEHICLES	572.86	13,000	1,024.16-	Y			
	110-5320-440	RENTALS	8.70	7,000	6,745.90				
	110-5320-519	OTHER PROFESSIONAL SERVICE	127.25	4,000	3,412.75				
	110-5320-532	TELEPHONE	411.04	5,000	553.23				
	110-5320-533	CELLULAR PHONE	16.67	500	19.71				
	110-5320-562	TRAVEL & TRAINING	59.00	1,500	381.78				
	110-5381-321	UTILITIES	1,659.39	51,000	8,798.93				
	110-5381-432	REPAIR OF BUILDINGS	72.50	23,000	13,614.52				
	110-5381-435	ELEVATOR SERVICE AGREEMEN	861.33	5,000	873.96-	Y			
	110-5511-313	MEDICAL & SAFETY SUPPLIES	4.98	1,200	1,047.23				
	110-5511-318	VEHICLE PARTS	96.73	100	3.27				
	110-5511-319	MISCELLANEOUS SUPPLIES	540.19	15,000	834.63-	Y			
	110-5511-321	UTILITIES	1,731.19	31,000	3,689.92				
	110-5511-433	REPAIR OF MACHINERY	1,611.28	15,000	7,776.55				
	110-5511-434	REPAIR OF VEHICLES	31.98	5,000	171.21-	Y			
	110-5511-532	TELEPHONE	72.10	900	185.02				
	110-5512-319	MISCELLANEOUS SUPPLIES	84.18	10,000	3,551.10				

** G/L ACCOUNT TOTALS **

				=========LINE ITEM=========			=======GROUP BUDGET=======		
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
	110-5512-321	UTILITIES	1,080.05	40,000	8,834.09				
	110-5512-532	TELEPHONE	53.17	600	29.17				
	110-5551-319	MISCELLANEOUS SUPPLIES	119.92	15,000	7,292.80				
	110-5551-321	UTILITIES	237.96	35,000	6,401.10				
	110-5570-316	TOOLS & EQUIPMENT	59.00	1,200	385.33				
	110-5570-321	UTILITIES	81.22	5,000	839.53				
	110-5570-433	REPAIR OF MACHINERY	366.88	7,500	2,259.03				
	110-5570-532	TELEPHONE	121.43	1,500	1,378.57				
	110-5651-571	DUES & MEMBERSHIPS	4,166.66	50,000	4,166.66				
	110-5912-822	TRANSFER TO LIBRARY FUND	576.30	439,418	3,002.96				
	122-5653-321	NATURAL GAS & ELECTRIC (CI	67.85	1,500	61.56				
	122-5653-531	POSTAGE	26.26	250	39.81				
	122-5653-533	CELLULAR PHONE	100.00	1,200	100.00				
	122-5653-562	TRAVEL & TRAINING	153.69	5,000	460.83				
	122-5653-825	TOURISM GRANTS	26,000.00	120,000	29,181.24-	Y			
	123-5584-531	POSTAGE	55.20	300	189.40				
	128-5604-825	TIF GRANTS	3,056.20	130,000	5,264.81				
	128-5604-909	PUBLIC BUILDINGS	1,100.00-	100,000	74,258.44				
	130-5321-730	IMPROVEMENTS OTHER THAN BL	15,652.44	160,000	10,511.28				
	154-5604-825	BUSINESS DISTRICT GRANTS	2,237.29	36,000	13,550.02				
	211-5351-321	NATURAL GAS & ELECTRIC	237.23	2,000	673.46				
	211-5353-314	CHEMICALS	10,112.58	200,000	31,917.74				
	211-5353-319	MISCELLANEOUS SUPPLIES	218.45	16,000	3,392.52				
	211-5353-321	NATURAL GAS & ELECTRIC	4,516.15	63,000	5,323.21-	Y			
	211-5353-378	PLANT MTCE & REPAIR	456.14	10,000	3,052.54				
	211-5353-433	REPAIR OF MACHINERY	2,309.98	10,000	1,094.32-	Y			
	211-5353-435	ELEVATOR SERVICE AGREEMENT	271.83	3,500	580.67				
	211-5353-439	OTHER REPAIR & MAINT. SERV	40.38	3,000	1,942.25				
	211-5353-460	OTHER PROPERTY MAINT. SERV	5,000.00	40,000	13,812.50				
	211-5353-516	TECHNOLOGY SUPPORT SERVICE	647.11	4,000	1,840.70				
	211-5353-532	TELEPHONE	168.95	2,200	420.13				
	211-5353-533	CELLULAR PHONE	100.00	1,700	222.26				
	211-5353-814	PRINTING & COPY MACHINE LE	42.11	500	81.14				
	211-5354-313	MEDICAL & SAFETY SUPPLIES	30.88	1,500	374.92-	Y			
	211-5354-316	TOOLS & EQUIPMENT	1,163.54	7,000	183.78				
	211-5354-318	VEHICLE PARTS	537.15	7,000	106.94				
	211-5354-319	MISCELLANEOUS SUPPLIES	377.70	3,000	526.64				
	211-5354-321	NATURAL GAS & ELECTRIC	1,025.09	13,000	5,363.44				
	211-5354-374	SERVICE LINE MATERIALS	1,697.68	12,000	1,490.75				
	211-5354-376	BACKFILL & SURFACE MATERIA	3,520.16	10,000	1,387.34				
	211-5354-434	REPAIR OF VEHICLES	381.47	10,000	1,147.56-	Y			
	211-5354-460	OTHER PROPERTY MAINT. SERV	5,145.66	15,000	278.67				
	211-5354-533	CELL PHONES	16.67	500	149.93				
	211-5355-311	OFFICE SUPPLIES	188.77	4,500	1,164.60				
	211-5355-319	MISCELLANEOUS SUPPLIES	187.98	1,000	770.30				
	211-5355-326	FUEL	4,445.84	55,000	13,844.08				
	211-5355-373	WATER METERS	198.00	4,000	3,604.30				
	211-5355-434	REPAIR OF VEHICLES	9.29	2,000	1,299.90				

** G/L ACCOUNT TOTALS **

				LINE ITEM			GROUP BUDGET	
YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	211-5355-516	TECHNOLOGY SUPPORT SERVICE	5,680.41	20,516	2,283.16-	Y		
	211-5355-531	POSTAGE	1,909.48	21,000	4,126.97			
	211-5355-532	TELEPHONE	127.34	1,500	44.12			
	211-5355-579	COLLECTION FEES	328.69	2,000	518.31			
	211-5355-814	PRINTING/COPY MACH LEASE/M	72.70	2,000	1,019.40			
	211-5356-321	NATURAL GAS & ELECTRIC	214.46	1,500	312.62			
	211-5356-533	CELLULAR PHONE	33.33	1,000	270.27			
	212-5342-316	TOOLS & EQUIPMENT	1,067.62	6,000	1,994.74			
	212-5342-318	VEHICLE PARTS	547.17	7,500	3,639.97			
	212-5342-319	MISCELLANEOUS SUPPLIES	48.84	3,000	819.20			
	212-5342-363	BACKFILL & SURFACE MATERIA	741.00	30,000	24,215.29			
	212-5342-434	REPAIR OF VEHICLES	408.48	10,000	1,460.13-	Y		
	212-5342-730	IMPROVEMENTS OTHER THAN BL	67,396.07	1,015,000	464,074.57			
	212-5343-321	NATURAL GAS & ELECTRIC (AM	2,763.80	31,000	8,376.18			
	212-5343-533	CELLULAR PHONE	142.79	3,000	1,670.32			
	212-5344-313	MEDICAL & SAFETY SUPPLIES	75.75	1,500	3.05-	Y		
	212-5344-319	MISCELLANEOUS SUPPLIES	588.47	8,000	23.29-	Y		
	212-5344-321	NATURAL GAS & ELECTRIC (AM	24,161.31	250,000	69,108.80			
	212-5344-366	PLANT MTCE & REPAIR MATERI	113.51	20,000	3,266.45			
	212-5344-433	REPAIR OF MACHINERY	1,458.35	30,000	17,770.56			
	212-5344-439	OTHER REPAIR & MNTCE SERVI	148.81	15,000	2,465.35			
	212-5344-532	TELEPHONE	104.84	3,500	283.87			
	212-5344-533	CELLULAR PHONE	100.00	1,300	120.44			
	212-5344-814	COPY MACHINE	56.51	1,000	384.69			
	212-5345-311	OFFICE SUPPLIES	188.78	4,500	1,180.03			
	212-5345-319	MISCELLANEOUS SUPPLIES	188.00	1,000	770.28			
	212-5345-326	FUEL	4,434.49	50,000	8,858.90			
	212-5345-373	WATER METERS	198.00	4,000	3,604.30			
	212-5345-434	REPAIR OF VEHICLES	9.29	2,000	1,284.48			
	212-5345-516	TECHNOLOGY SUPPORT SERVICE	5,680.42	20,517	5,032.17-	Y		
	212-5345-531	POSTAGE	1,909.47	21,000	3,981.69			
	212-5345-532	TELEPHONE	127.35	1,500	197.46-	Y		
	212-5345-814	PRINT COPY MACHINE LEASE &	72.70	2,000	1,019.41			
	212-5346-533	CELLULAR PHONE	50.00	1,000	79.72-	Y		
		TOTAL:	359,588.80					

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110	NON-DEPARTMENTAL	26,611.07
110-110	CITY COUNCIL	393.25
110-120	CITY CLERK	1,078.15
110-150	FINANCIAL ADMINISTRATION	1,987.56

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
110-160	LEGAL SERVICES	6.63
110-170	COMPUTER INFO SYSTEMS	2,001.86
110-211	POLICE ADMINISTRATION	58,118.55
110-212	CRIMINAL INVESTIGATION	50.00
110-213	PATROL	323.95
110-214	K-9 SERVICE	59.99
110-223	AUTOMOTIVE SERVICES	9,895.58
110-224	POLICE BUILDINGS	7,266.88
110-241	FIRE PROTECTION ADMIN.	14,924.47
110-261	COMMUNITY DEVELOPMENT	411.41
110-310	PUBLIC WORKS	517.19
110-320	STREETS	11,869.87
110-381	CUSTODIAL SERVICES	2,593.22
110-511	PARKS	4,088.45
110-512	LAKE MATTOON	1,217.40
110-551	SPORTS FACILITIES	357.88
110-570	DODGE GROVE CEMETERY	628.53
110-651	ECONOMIC DEVELOPMENT	4,166.66
110-912	INTRFND TRNSFRS - LIBRARY	576.30
110 TOTAL	GENERAL FUND	149,144.85
122-653	HOTEL TAX ADMINISTRATION	26,347.80
122 TOTAL	HOTEL TAX FUND	26,347.80
123-584	BAGELFEST	55.20
123 TOTAL	FESTIVAL MGMT FUND	55.20
128-604	MIDTOWN TIF DISTRICT	1,956.20
128 TOTAL	MIDTOWN TIF FUND	1,956.20
130-321	STREETS	15,652.44
130 TOTAL	CAPITAL PROJECT FUND	15,652.44
154-604	BROADWAY EAST BUSINESS DI	2,237.29
154 TOTAL	BROADWAY EAST BUS DIST	2,237.29
211-351	RESERVOIRS & WTR SOURCES	237.23
211-353	WATER TREATMENT PLANT	23,883.68
211-354	WATER DISTRIBUTION	13,896.00
211-355	ACCOUNTING & COLLECTION	13,148.50
211-356	ADMINISTRATIVE & GENERAL	247.79
211 TOTAL	WATER FUND	51,413.20
212-342	SEWER COLLECTION SYSTEM	70,209.18

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
212-343	SEWER LIFT STATIONS	2,906.59
212-344	WASTEWATER TREATMNT PLANT	26,807.55
212-345	ACCOUNTING & COLLECTION	12,808.50
212-346	ADMINISTRATIVE & GENERAL	50.00
212 TOTAL	SEWER FUND	112,781.82
	** TOTAL **	359,588.80

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
203 CSO-LT OVERFLOW CMB	000	JOB EXPENSES	64,650.84
		** PROJECT 203 TOTAL **	64,650.84
243 Swords Dr Sidewalk	000	EXPENSES	15,652.44
		** PROJECT 243 TOTAL **	15,652.44
260 SAN SEWER B-WAY - COM	000	EXPENSES	2,745.23
		** PROJECT 260 TOTAL **	2,745.23

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON BANK: MFTBK
FUND : 121 MOTOR FUEL TAX FUND
DEPARTMENT: 321 STREETS
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-022400	HOWELL ASPHALT CO	I-10275MB	121 5321-353	COLD MIX ASPH:	COLD MIX	119780	327.76
					VENDOR 01-022400 TOTALS		327.76
				DEPARTMENT 321	STREETS	TOTAL:	327.76
01-001070	AMEREN ILLINOIS	I-201403056008	121 5326-321	NATURAL GAS &:	AMEREN ILLINOIS	119779	440.62
01-001070	AMEREN ILLINOIS	I-201403126115	121 5326-321	NATURAL GAS &:	121 N 16TH	119779	152.09
01-001070	AMEREN ILLINOIS	I-201403126116	121 5326-321	NATURAL GAS &:	1721 B'DWAY	119779	39.59
01-001070	AMEREN ILLINOIS	I-201403126117	121 5326-321	NATURAL GAS &:	6TH & CHARLESTON	119779	27.50
01-001070	AMEREN ILLINOIS	I-201403126118	121 5326-321	NATURAL GAS &:	1613 B'DWAY	119779	84.32
01-001070	AMEREN ILLINOIS	I-201403136137	121 5326-321	NATURAL GAS &:	STREET LIGHTING	119779	7,973.11
					VENDOR 01-001070 TOTALS		8,717.23
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	9TH & CHARLESTON	119781	9.39
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	19TH & RICHMOND	119781	8.02
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	7TH & CHARLESTON	119781	7.71
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	14TH & CHARLESTON	119781	7.16
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	LOGAN & CHARLESTON	119781	6.75
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	15TH & CHARLESTON	119781	7.47
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	18TH & MARSHALL	119781	11.43
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	18TH & CHARLESTON	119781	6.55
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	19TH & WESTERN	119781	64.79
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	6TH & CHARLESTON	119781	8.54
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	CHARLESTON & SWORDS	119781	9.39
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	1721 B'DWAY	119781	38.03
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	B'DWAY & CHARLESTON	119781	192.56
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	19TH & CHARLESTON	119781	6.95
01-002194	IL POWER MARKETING DBA	I-1461314021*	121 5326-321	NATURAL GAS &:	CHARLESTON & CRESTVI	119781	9.44
					VENDOR 01-002194 TOTALS		394.18
				DEPARTMENT 326	STREET LIGHTING	TOTAL:	9,111.41
				VENDOR SET 121	MOTOR FUEL TAX FUND	TOTAL:	9,439.17
					REPORT GRAND TOTAL:		9,439.17

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET OVER AVAILABLE BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET BUDGET OVER AVAILABLE BUDG
2013-2014	121-5321-353	COLD MIX ASPHALT	327.76	108,000	91,163.11		
	121-5326-321	NATURAL GAS & ELECTRIC	9,111.41	150,000	63,818.92		
		TOTAL:	9,439.17				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
121-321	STREETS	327.76
121-326	STREET LIGHTING	9,111.41
121 TOTAL	MOTOR FUEL TAX FUND	9,439.17
	** TOTAL **	9,439.17

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON BANK: EHBNK
FUND : 221 HEALTH INSURANCE FUND
DEPARTMENT: 412 HEALTH PLAN ADMIN
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 3/05/2014 THRU 3/18/2014
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000222	CERIDIAN	I-332664100	221 5412-211	HEALTH PLAN A:	FEBRUARY COBRA	119777	42.62
					VENDOR 01-000222 TOTALS		42.62
				DEPARTMENT 412 HEALTH PLAN ADMIN		TOTAL:	42.62
01-000236	COVENTRY HEALTH CARE	I-201403076019	221 5413-211	MEDICAL CLAIM:	COVENTRY HEALTH CARE	000000	29,118.30
01-000236	COVENTRY HEALTH CARE	I-201403146158	221 5413-211	MEDICAL CLAIM:	COVENTRY HEALTH CARE	000000	68,203.82
					VENDOR 01-000236 TOTALS		97,322.12
				DEPARTMENT 413 MEDICAL CLAIMS		TOTAL:	97,322.12
01-000236	COVENTRY HEALTH CARE	I-201403076019	221 5414-211	RX CLAIMS :	COVENTRY HEALTH CARE	000000	27,859.18
01-000236	COVENTRY HEALTH CARE	I-201403146158	221 5414-211	RX CLAIMS :	COVENTRY HEALTH CARE	000000	15,968.07
					VENDOR 01-000236 TOTALS		43,827.25
				DEPARTMENT 414 RX CLAIMS		TOTAL:	43,827.25
01-002761	OPTUM HEALTH	I-212295	221 5418-212	SECTION 125 B:	FSA FEBRUARY	119778	100.00
					VENDOR 01-002761 TOTALS		100.00
				DEPARTMENT 418 SECTION 125 PLAN		TOTAL:	100.00
				VENDOR SET 221 HEALTH INSURANCE FUND		TOTAL:	141,291.99
					REPORT GRAND TOTAL:		141,291.99

** G/L ACCOUNT TOTALS **

				=========LINE ITEM=========		=======GROUP BUDGET=======	
				ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
2013-2014	221-5412-211	HEALTH PLAN ADMINISTRATION	42.62	132,029	13,216.34		
	221-5413-211	MEDICAL CLAIMS	97,322.12	2,032,287	243,085.65		
	221-5414-211	RX CLAIMS	43,827.25	912,853	195,756.63		
	221-5418-212	SECTION 125 BENEFIT PLAN A	100.00	1,200	200.00		
		TOTAL:	141,291.99				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-412	HEALTH PLAN ADMIN	42.62
221-413	MEDICAL CLAIMS	97,322.12
221-414	RX CLAIMS	43,827.25
221-418	SECTION 125 PLAN	100.00
221 TOTAL	HEALTH INSURANCE FUND	141,291.99
	** TOTAL **	141,291.99

NO ERRORS

VENDOR SET: 01 CITY OF MATTOON BANK: DDBNK

FUND : 221 HEALTH INSURANCE FUND

DEPARTMENT: 415 DENTAL CLAIMS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 3/05/2014 THRU 3/18/2014

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000276	DELTA DENTAL-ASC	I-201403076027	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL-ASC	000000	1,636.04
01-000276	DELTA DENTAL-ASC	I-201403146151	221 5415-211	DENTAL CLAIMS:	DELTA DENTAL-ASC	000000	892.40
					VENDOR 01-000276	TOTALS	2,528.44

DEPARTMENT 415 DENTAL CLAIMS TOTAL: 2,528.44

VENDOR SET 221 HEALTH INSURANCE FUND TOTAL: 2,528.44

REPORT GRAND TOTAL: 2,528.44

** G/L ACCOUNT TOTALS **

				=========LINE ITEM=========		=======GROUP BUDGET=======	
				ANNUAL	BUDGET OVER	ANNUAL	BUDGET OVER
YEAR	ACCOUNT	NAME	AMOUNT	BUDGET	AVAILABLE BUDG	BUDGET	AVAILABLE BUDG
2013-2014	221-5415-211	DENTAL CLAIMS	2,528.44	120,492	39,212.20		
		TOTAL:	2,528.44				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
221-415	DENTAL CLAIMS	2,528.44
221 TOTAL	HEALTH INSURANCE FUND	2,528.44
	** TOTAL **	2,528.44

NO ERRORS

Packet: 29485 - Refunds From Zone 04 G/L POSTING DATE: 3/07/2014

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	DEPOSIT CODE	DEPOSIT RECEIPT	DEPOSIT AMOUNT	MESSAGE
28-20550-01	RICKLEMAN, DORA	3/07/14	FINAL BILL	119638	6.20CR	000		0.00	
30-06710-14	VONBEHREN, SHAYNNE C	3/07/14	FINAL BILL	119639	31.30CR	100	38802	60.00CR	

Packet: 29570 - Refunds From Zone 01 G/L POSTING DATE: 3/14/2014

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	DEPOSIT CODE	DEPOSIT RECEIPT	DEPOSIT AMOUNT	MESSAGE
05-11700-06	LYTLE, TY A	3/14/14	FINAL BILL	119648	34.09CR	100	35888	60.00CR	
05-14800-08	BAKER, WANDA L	3/14/14	FINAL BILL	119649	32.66CR	100	35170	60.00CR	
06-22500-13	ORR, LEAH M	3/14/14	FINAL BILL	119650	38.61CR	100	37070	60.00CR	
07-20500-15	HALL, CLAYTON A	3/14/14	FINAL BILL	119651	30.54CR	100	38572	60.00CR	
08-06000-11	PARRISH, WHITNEY D	3/14/14	FINAL BILL	119652	25.14CR	100	38699	60.00CR	
08-15400-04	MEINART, JARED P	3/14/14	FINAL BILL	119653	54.89CR	100	38536	60.00CR	
08-21000-04	CROWDER, JASON M	3/14/14	FINAL BILL	119654	54.68CR	100	39626	60.00CR	

NEW BUSINESS:

CITY OF MATTOON, ILLINOIS

ORDINANCE NO. 2014-5365

ORDINANCE APPROVING AND CAUSING PUBLICATION OF THE OFFICIAL ZONING MAP OF THE CITY OF MATTOON, ILLINOIS

WHEREAS, the Illinois Municipal Code requires the City Council of the City of Mattoon, Illinois to cause to be published each year a map showing the existing zoning classifications and revisions made during the preceding year and the map so published shall be the Official Zoning Map for the City of Mattoon; and

WHEREAS, the Community Development Office has submitted a request to approve the revised Official Zoning Map; and

WHEREAS, after due and proposed consideration, the Mattoon City Council has deemed it to be in the best interest of the City of Mattoon to approve the new Official Zoning Map.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, as follows:

Section 1. The attached map entitled Official Zoning Map of Mattoon, Illinois dated March 31, 2014 is hereby approved as the Official Zoning Map of the City of Mattoon, Illinois pursuant to the Illinois Municipal Code and Section 159.20 of the Mattoon Code of Ordinances, which said map reflects the correct location of the official zoning districts in the City of Mattoon between March 31, 2013 and March 31, 2014.

Section 2. Updated versions of the Official Zoning Map may be printed in the interim between the date of approval of this Official Zoning Map and the date of approval of the Official Zoning Map next year.

Section 3. The City Clerk is hereby directed to publish a full-sized copy of the Official Zoning Map and to make copies available in her office for inspection and purchase by the public.

Section 4. The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the Corporate Authorities, and this Ordinance shall be in full force and effect from and after its passage and publication in accordance with the terms of Section 1-2-4 of the Illinois Municipal Code.

Upon motion by ___________________, seconded by ___________________________, adopted this ______ day of ________________, 2014, by a roll call vote as follows:

AYES (Names): ____________________________________
____
____

NAYS (Names): ____________________________________

ABSENT (Names): ____________________________________

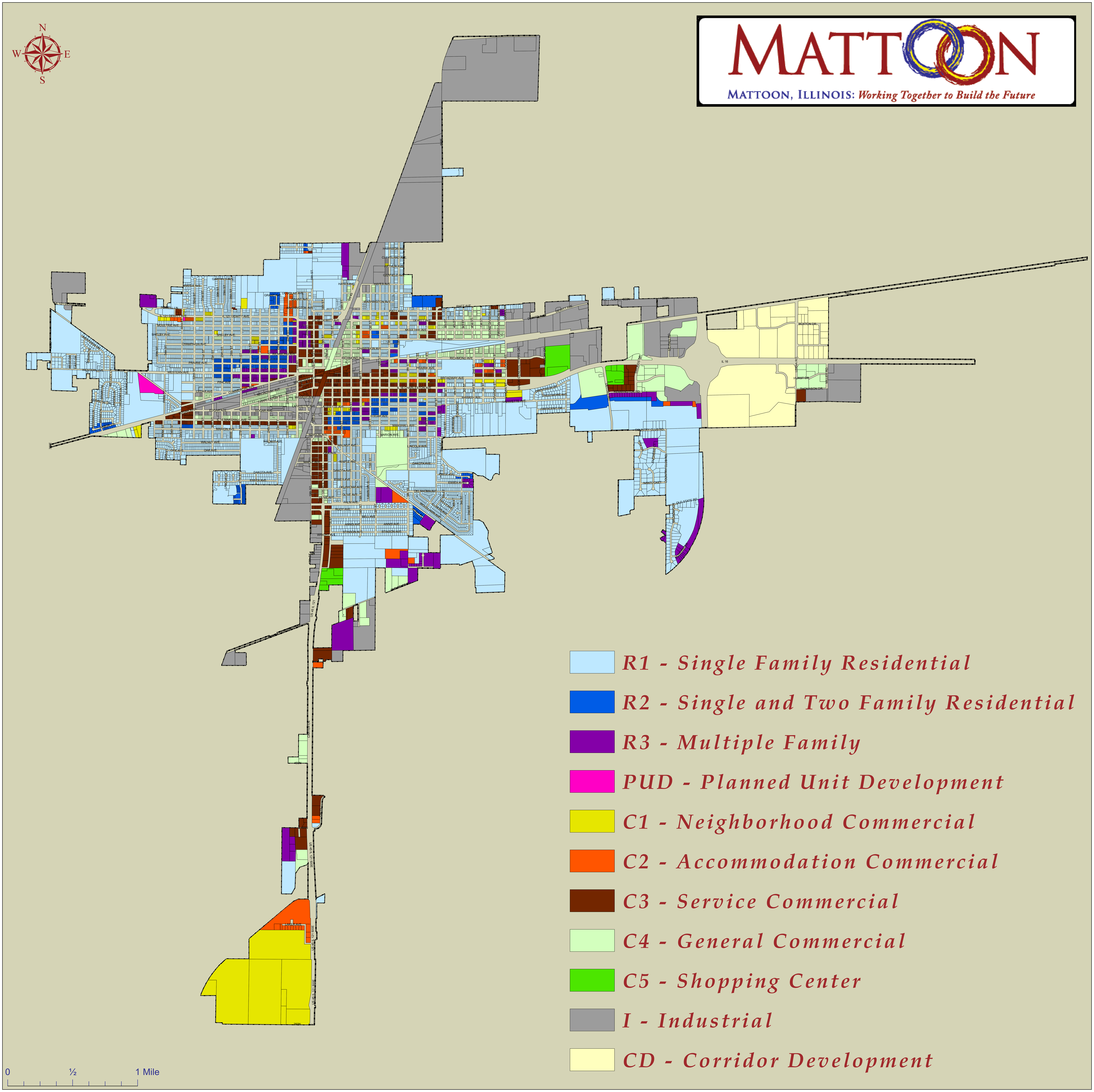
APPROVED this 18th day of March, 2014.

____
Timothy D. Gover, Mayor
City of Mattoon, Coles County, Illinois

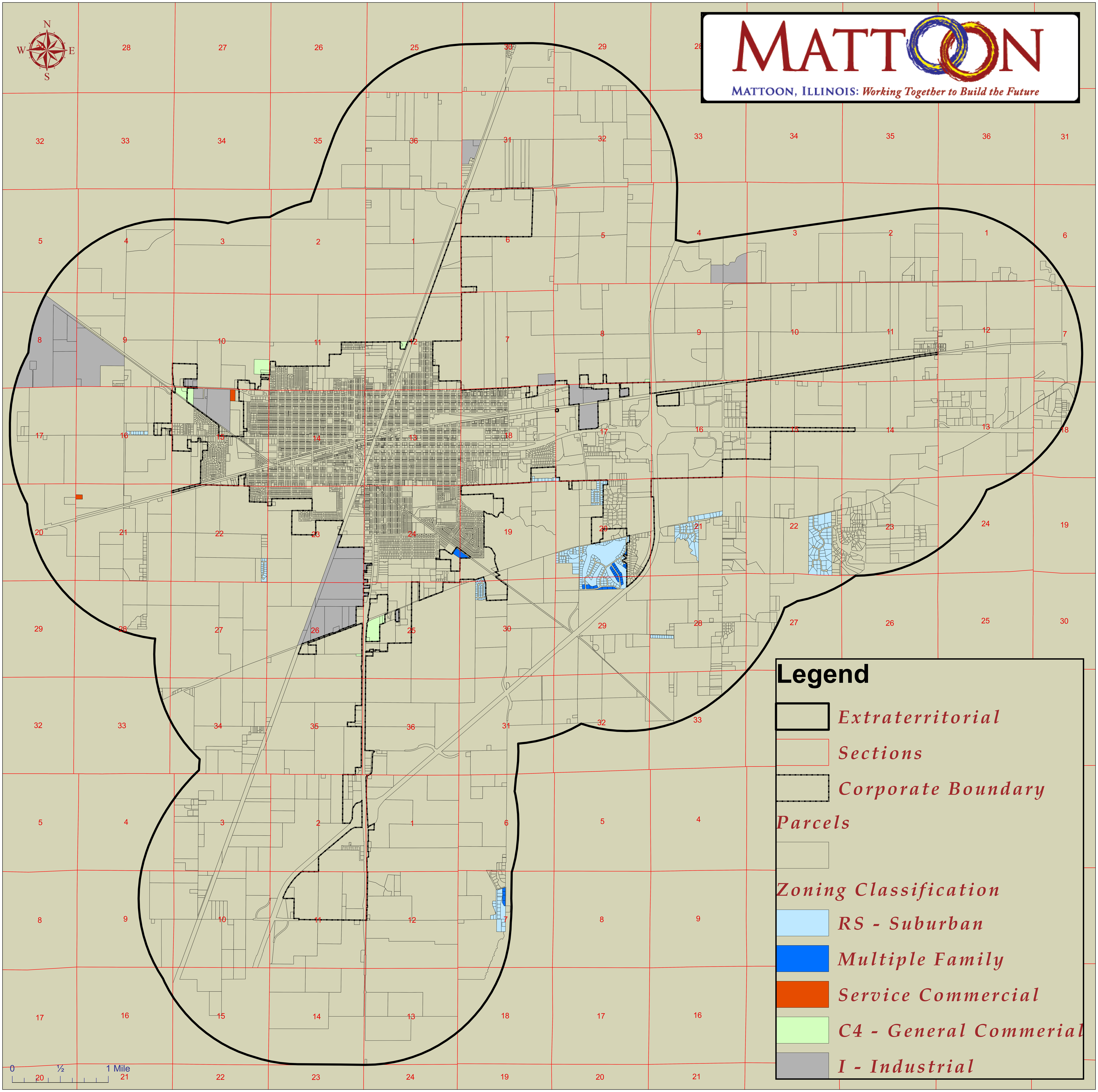
ATTEST: APPROVED AS TO FORM:

___________________________________ ___________________________________
Susan J. O'Brien, City Clerk Janett Winter-Black, City Attorney

Recorded in the Municipality's Records on ____________________________, 2014.



MATTOON
MATTOON, ILLINOIS: Working Together to Build the Future
N
W
E
S
R1 - Single Family Residential
R2 - Single and Two Family Residential
R3 - Multiple Family
PUD - Planned Unit Development
C1 - Neighborhood Commercial
C2 - Accommodation Commercial
C3 - Service Commercial
C4 - General Commercial
C5 - Shopping Center
I - Industrial
CD - Corridor Development
0
½
1 Mile



MATTOON
MATTOON, ILLINOIS: Working Together to Build the Future
N
S
E
W
Legend
Extraterritorial
Sections
Corporate Boundary
Parcels
Zoning Classification
RS - Suburban
Multiple Family
Service Commercial
C4 - General Commerial
I - Industrial
0
½
1 Mile

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2014-2908

A RESOLUTION AUTHORIZING A GRANT AGREEMENT BETWEEN THE CITY OF MATTOON AND THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

WHEREAS, the City of Mattoon has received preliminary approval of a legislative grant from the State of Illinois in the amount of $625,000.00 for roadway improvements; and

WHEREAS, said roadway improvements include:
17th Street from Marshall Avenue to Wabash Avenue.
Broadway Avenue Alley from 15th Street to 16th Street.
Peterson Park Parking Areas from 3rd Street to 5th Street.
Rudy Avenue Parking Lanes from 9th Street to Lake Land Boulevard.
Oklahoma Avenue Concrete Work from 6th Street to 9th Street.

WHEREAS, said grant is being administered by the Illinois Department of Commerce and Economic Opportunity (DCEO); and

WHEREAS, the terms and conditions of said grant are stipulated in the attached Grant Agreement identified as Grant No. 13-203249; and

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Mattoon, Coles County, Illinois, that the attached Grant Agreement between the City of Mattoon and the Illinois Department of Commerce and Economic Opportunity be approved.

Upon motion by ____________________, seconded by ___________________, adopted this ______ day of ______________, 2014, by a roll call vote, as follows:

AYES (Names): ____
____
____
NAYS (Names): ____
ABSENT (Names): ____
ABSTAIN (Names): ____

Approved this _____________ day of______________, 2014.

____
Timothy D. Gover, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

____
Susan J. O'Brien, City Clerk

____
Janett S. Winter-Black, City Attorney

Recorded in the Municipality's Records on_______________, 2014.

Illinois
Department of Commerce
& Economic Opportunity
Pat Quinn, Governor

Grant Management Program 01

Grant No. 13-203249

for the

City of Mattoon

Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701

STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

Notice of Grant Award No. 13-203249

This Grant Agreement (hereinafter referred to as the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and **City of Mattoon** (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a Grant in an amount not to exceed **$625,000.00** to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of **03/01/2014** through the ending date of **02/29/2016**, unless otherwise established within Scope of Work (Part II). The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Parts:
I. Budget
II. Scope of Work
III Grant Fund Control Requirements
IV. Terms and Conditions
V. General Provisions
VI. Certifications

This grant is state funded.

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: City of Mattoon

Taxpayer Identification Number:
SSN/FEIN: 376000648

Legal Status:

______	Individual (01)	______	Estate or Trust (10)
______	Sole Proprietor (02)	______	Pharmacy-Noncoporate (11)
______	Partnership/Legal Corporation (03)	______	Nonresident Alien (13)
______	Corporation (04)	______	Pharmacy/Funeral Home/Cemetery Corp (15)
______	Not For Profit Corporation (04)	______	Tax Exempt (16)
______	Medical Corporation (06)	______	Limited Liability Company (select applicable tax classification)
X	Governmental (08)	______	C - Corporation
		______	P - Partnership

GRANTEE:
City of Mattoon

Grantee's execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

By: ______________________________ ______________________________
(Authorized Signator) Date

Tim Gover, Mayor
Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: ______________________________ ______________________________
Adam Pollet, Director Date

Grantee Address:

208 N 19th Street
Mattoon, IL 61938-2838

Please indicate any address changes below

____
____
____
____

In processing this grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary.

Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Grant Agreement.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee: Dean Barber
Authorized Designee Title: Public Works Director
Authorized Designee Phone: 217-235-5410
Authorized Designee Email: barberd@mattoonillinois.org

Authorized Designee Signature: ______________

Authorized Signatory Approval: ______________
Mayor

PART I

BUDGET

Cost Category Description	Cost Cat	DCEO Budget Amount	Variance %	Variance Limit
PAVING/CONCRETE/MASONRY	1219	625,000.00	10.00	0.00
Total		$625,000.00		

BUDGET LINE ITEM DEFINITIONS

The definitions listed below will help to identify allowable costs for each of the budgeted lines in this Agreement. Any costs not specifically named below should be verified to be allowable by the DCEO grant manager prior to incurring the cost.

PAVING/CONCRETE/MASONRY — Purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the Part II Scope of Work.

Pass-Through Entity or Subgrantor Responsibilities. If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Per Section 5.10(M) of the Agreement, Grantee must obtain written approval before it provides any portion of this funding to another entity through a grant agreement or contract. If the Department provides written approval, the Grantee must adhere to the following for any awards or contracts entered into using the Grant Funds listed above:

(1) Ensure that all subgrant or contractual awards of Grant Funds are made in conformance with the terms of this Agreement specifically including, but not limited to, Sections 3.4 and 3.6 of this Agreement; and

(2) Ensure subgrantees are aware of the terms and conditions of this grant and abide by them.

PART II

SCOPE OF WORK

In consideration for the Grant Funds to be provided by the Department, the Grantee agrees to perform the Project described in Scope of Work (Part II) hereof, in accordance with the provisions of Budget (Part I) hereof.

Section 1. Public Benefit

The Grantee is a governmental entity which provides essential public services to the citizens of Mattoon, Illinois located in Coles County. Grant Funds will be used for a portion of the costs associated with various street improvement projects in the Grantee's jurisdiction. The projects include patching, widening, curb and gutter, sidewalks, concrete pavement and resurfacing. Specifically, Grant Funds will be used for the paving, concrete and masonry costs associated with the projects.

This project will benefit the public by improving road conditions throughout various neighborhoods around the community.

Section 2. Grant Tasks

2.1 The Grantee shall use Grant funds as detailed in Part I, BUDGET. Expenditure of Grant funds will comply with applicable bond guidelines.

2.2 The Grantee shall utilize property acquired, constructed or improved with funds provided under this Agreement solely to provide the programs and services specified in Section 1, above, for at least the term of the Grant Agreement. Any sale, transfer, assignment or other conveyance of property acquired, constructed or improved shall provide that the property must continue to be used to accomplish or facilitate the public purpose described in Section 1, above.

2.3 The Grantee agrees to comply with the following:

(a) The Grantee shall utilize grant funds in accordance with Part I (Budget) to complete the activities/performance described in Section 1, above. The Grantee shall provide any additional funds, or secure commitments therefore, which are necessary to complete the specified activities/performance during the grant term set forth in the Notice of Grant Award.

(b) The Grantee shall execute all agreements necessary to complete the activities/performance described in Section 1, above, including, but not limited to, purchase/sales contracts for real and/or personal property, leases, easements, loans, financing agreements, grant agreements, operating agreements, etc., during the grant term specified in the Notice of Grant Award.

(c) The Grantee shall obtain all authorization necessary to complete the activities/performance described in Section 1, above, including, but not limited to, municipal ordinances, permits, variances, other approvals, etc., during the grant term specified in the Notice of Grant Award.

(d) The Grantee shall notify the Departmental grant manager in writing no later than 10 days after it becomes aware of any events/circumstances that will result in substantial delays or may substantially impair the Grantee's ability to complete the activities/performance described in Section 1, above, during the grant term specified in the Notice of Grant Award.

(e) The Grantee shall provide to the Department additional information relative to its compliance with the provisions set forth in subsections (a) through (d), above, pursuant to Part III, Section 3.2C, "Additional Information."

(f) In addition to the requirements of Part III, Section 3.7, the Grantee shall maintain in its file, and make available to the Department upon request therefore, copies of documentation, correspondence, agreements, etc., evidencing compliance with the requirements of subsections (a) through (d), above.

2.4 Any equipment purchased with Grant funds provided hereunder shall only be used for the purposes set forth above for the term of the grant.

PART III
GRANT FUND CONTROL REQUIREMENTS

3.1 AUDITS

A. Standard Audit The Grantee is required to obtain a Standard Audit and provide the Department with a copy of the audit report, applicable management letters (SAS 115), and applicable SAS 114 letters (Auditor's Communication With Those Charged With Governance) within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to DCEO annually for the life of the grant. In lieu of providing a Standard Audit, the Grantee may submit a Grant-Specific Audit as defined in Section 3.1 D.

B. Single Audit If the Grantee is required to have an audit performed pursuant to the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") and by the Office of Management and Budget Circular A-133 ("OMB Circular A-133"), the Grantee shall provide the Department with a copy of the audit report, the management letters (SAS 115) and the SAS 114 letters (Auditor's Communication With Those Charged With Governance), as provided for in the Single Audit Act and OMB Circular A-133, to the Department within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. If no Single Audit is required, the Grantee is to provide DCEO with an annual letter stating a Single Audit was not required.

C. Discretionary Audit The Department may, at any time, and at its discretion, request a Grant-Specific Audit or other audit, Management Letters (SAS 115) and SAS 114 Letters (Auditor's Communication With Those Charged With Governance) to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.

D. Grant-Specific Audit If the Grantee submits a Grant-Specific Audit either by requirement of the Department or in place of a Standard Audit, the Grant-Specific Audit must meet the following requirements:

The audit must be completed at the end of the grant and cover the entire grant period.

The audit must include a Revenue (Receipt) and Expenditure Statement, which verifies budget amounts with actual amounts for this grant. The audit must also include a compliance component which covers, at a minimum, the following items:

- Confirmation that the Grantee completed the activities described in the Scope of Work (Part II) within the grant term;
- Confirmation that the Grantee obtained prior written approvals from the Department for material changes from the performance of the activities described in the Scope of Work (Part II);
- Confirmation that the Grantee expended grant funds within the grant period;
- Confirmation that the Grantee adhered to the grant Budget (Part I) or, if not variances must be identified;
- Confirmation that the Grantee obtained prior written approvals from the Department for any material variances in its expenditure of grant funds;
- Confirmation that the Grantee adequately accounted for the receipts and expenditures of grant funds;
- Confirmation, if applicable, that the Grantee returned grant funds and interest to the Department in accordance with the provisions of the Grant Agreement; and
- Confirmation that the amounts reported in the Final Grantee Report are traceable to its general ledger and accounting records.

E. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.

F. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Department at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Department electronically, the information shall be sent to the Department at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, IL 62701

3.2 REPORTING REQUIREMENTS

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof

A. Expenditures and Project Activity Prior to Grant Execution If the Agreement is executed more than thirty (30) days after the beginning date of the grant term provided in the Notice of Grant Award, the Grantee must submit a Grantee Report, in a format provided by the Department, including the status of the Project, certification of job counts and accounting for expenditures incurred from the beginning of the grant term up to the end of the month preceding the date of the Department's execution. If this Report is required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.

B. Final Grantee Report The Final Grantee Report described in Section 5.3 hereof is due within 45 days following the end date stated in the Notice of Grant Award. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the grant term. The Grantee's failure to comply with the Close-out requirements set forth herein and in Section 5.3 will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee's failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.

C. Additional Information Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.

D. Submittal of Reports Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department. All grants require, at a minimum, the filing of quarterly reports describing the progress of the program, project, or use and the expenditure of the grant funds related thereto.

E. Failure to Submit Reports In the event Grantee fails to timely submit any reports required under this Agreement, the Department may withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

3.3 WELCOME PACKAGE

Upon execution of this Grant Agreement, the Grantee will receive a Welcome Package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 3.2(B) of this Grant Agreement.

3.4 FISCAL RECORDING REQUIREMENTS

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is accountable for all Grant Funds received under this Grant, including those expended for sub grantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

3.5 DUE DILIGENCE IN EXPENDITURE OF FUNDS

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

3.6 MONITORING

The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Department promulgates or implements. The Grantee must permit any agent authorized by the Department, upon presentation of credentials, in accordance by all methods available by law, including full access to and the right to examine any document, papers and records either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

3.7 RECORDS RETENTION

The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following the Department's final written approval of all required close-outs, unless the Department notifies the Grantee prior to the expiration of the four years that a longer period is required, adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of Grant Funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General, or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subgrants, a provision that the Department, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of four (4) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

PART IV
TERMS AND CONDITIONS

4.1 AUTHORITY: PURPOSE: REPRESENTATIONS AND WARRANTIES

A. Authority The Department is authorized to make this grant pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or To use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

B. Purpose: Representations and Warranties The sole purpose of this grant is to fund the Grantee's performance of the Project, described in Scope of Work (Part II) hereof, during the term of this grant. The Grantee represents and warrants that the grant proposal/application submitted by the Grantee is in all material respects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Scope of Work (Part II).

4.2 PROJECT SCHEDULE; EXTENSIONS

A. Project Schedule The Grantee must complete the Scope of Work (Part II) within the grant term. The Department may require the submission of deliverables. Deliverables must be provided as directed by the Department. For purposes of this Agreement, the Grant Period Begin Date shall be the Project Commencement Date and the Grant Period End Date shall be the Project Completion Date unless these dates are clearly identified as distinctly different in the Scope of Work (Part II).

B. Extensions Extensions of the grant term will be granted only for good cause. Grantees requiring an extension of the grant term should submit a written request to the Program Manager prior to the grant expiration date stating the reason for the extension. All extensions must comply with requirements of Section 5.7.

Grantee's failure to adhere to the schedule set forth in Scope of Work (Part II) may be grounds for suspension or termination of this Agreement pursuant to Section 5.5 herein. Further, failure by the Grantee to comply with the terms and conditions outlined in Scope of Work (Part II), or with any additional terms and conditions within the Agreement, may result in the Grantee being deemed ineligible by the Department for future funding.

4.3 PAYMENT AND EXPENDITURE OF GRANT FUNDS

A. Expenditure of Funds; Right to Refund Payment of the grant amount specified in the Notice of Grant Award shall be made to the Grantee as specified herein. Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in the Scope of Work (Part II) of this Agreement. In addition to reasons set forth in other sections of this Agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouchered to the Grantee from the Department pursuant to the Notice of Grant Award; or (ii) Grant Funds have not been expended or legally obligated within the grant term in accordance with Budge (Part I) and Scope of Work (Part II) hereof. If the Department requires a refund under either of the above circumstances, the Grant Funds must be returned to the Department within forty-five (45) days of the end of the grant term or the otherwise effective Grant Agreement termination date.

B. Payment Provisions; Prior Incurred Costs

25% Partial Advance/Remainder Reimbursement
Upon execution of this Agreement, the Department shall authorize an initial disbursement in the amount of twenty-five percent (25%) of the total grant award. Future payments to the Grantee are subject to the Grantee's submission and certification of eligible costs incurred and any documentation as required by the Department. Payment shall be initiated upon the Department's approval of eligible costs and cash amount requested for reimbursement of those costs.

Prior Incurred Costs
Reimbursement of costs incurred prior to the beginning date as specified in the Notice of Grant Award will be allowed only if specifically provided for in the Scope of Work (Part II), as approved by the Department. If not clearly indentified in Scope of Work (Part II), any costs incurred prior to this Agreement will be disallowed.

4.4 GRANT SPECIFIC TERMS/CONDITIONS

A. Projects Requiring External Sign-offs

(1) Pursuant to applicable statute(s), this grant requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the grant is sent to the Grantee for execution:**

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
X	Illinois Historic Preservation Agency	X	
	Illinois Dept. of Agriculture		
X	Illinois Dept. of Natural Resources	X	
	NONE APPLICABLE		

While any external sign-off is outstanding, the provisions of Item 3) immediately below apply with respect to the disbursement of funds under this grant.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency, the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 et seq.

(3) **External Sign-Off Provisions :**

a) The Project described in Part II and funded under this Grant Agreement, is subject to review by the external agency(ies) indicated in Item 1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Department shall be incorporated into this Agreement as follows: (i) as an attachment to this Agreement (immediately following this Part IV) at the time of grant execution; or (ii) if received from the applicable agency(ies) subsequent to execution, as an addendum to this Agreement.** The Grantee is contractually obligated to comply with such requirements.

b) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Department's obligation to disburse funds under this Grant Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the Project have been satisfied. Upon receipt of said notification, disbursement of the grant funds shall be authorized in accordance with the provisions of Section 4.3B hereof.

c) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE DEPARTMENT OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

B. If external sign-offs are indicated in this Section 4.4 disbursement of grant funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this Section 4.4. Upon receipt of all required sign-offs, the Department's Accounting Division will be notified to disburse grant funds in accordance with the disbursement method indicated herein.

C. Interest on Grant Funds

Notwithstanding Section 4.6 or any other provision in this Agreement, the Grantee may be allowed to retain interest earned on grant funds awarded under this Agreement, provided that:

(1) All interest earned must be expended prior to grant funds. All reporting documents should reflect the full expenditure of any interest earned. Any grant funds or earned interest unspent above the total cost of the project as detailed in Parts I and II must be returned as grant funds to the Department as described in Part 5.3 herein; and

(2) Interest may only be expended for activities which are identified in Parts I and II hereof; and

(3) All interest earned must be accounted for and reported to the Department in the Grantee Final Financial Status Report described in Section 5.3 herein.

Retained interest must be kept in accordance with Section 4.5 of the Grant Agreement.

4.5 DEPOSIT OF GRANT FUNDS

Grant Funds paid in advance of realized costs must be kept in an interest bearing account and maintained therein until used in accordance with the terms and conditions of this Agreement. The Department may waive this requirement upon a written request from the Grantee; however written Departmental approval must be received before any Grant Funds are kept in a non-interest bearing account. Grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum on any of the Grant Funds kept in a non-interest bearing account without prior Departmental written approval.

Any interest earned on these Grant Funds must be accounted for as provided in Section 4.6 of this Agreement. Exceptions to Section 4.5 are not permissible without prior written approval by the Department.

Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion.

4.6 RETURN OF INTEREST ON GRANT FUNDS

This Agreement does not allow for the retention of interest by the Grantee. Any interest earned on Grant Funds provided under this Agreement must be accounted for in the Final Financial Status Report described in Section 5.3 herein, and returned as interest to the Department in accordance with the directions provided by the Department.

4.7 INTENTIONALLY LEFT BLANK

4.8 SUPPORT

Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the Project, unless the Agreement specifically sets forth items of support to be provided by the Department.

4.9 OWNERSHIP. USE AND MAINTENANCE OF PERSONAL PROPERTY

A. Ownership Subject to the provisions of this Section 4.9, and the remedies available to the Department as set forth in Section 4.11 below, equipment and material authorized to be purchased with Grant Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds.

B. Use: Maintenance: Insurance During the Grant term, the Grantee must:

(1) use equipment and materials acquired with Grant Funds only for the approved Project purposes set forth in Scope of Work (Part II); and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.

C. Prohibition Against Disposition/Encumbrance The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the grant term without prior written approval of the Department.

4.10 PUBLIC INFORMATION REQUIREMENTS

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials within ten (10) days, or as soon as practical with written permission from the Department, before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to the Department.

The Grantee will provide adequate advance notice pursuant to Section 4.12 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department's participation in the Project.

4.11 DEPARTMENT REMEDIES

In addition to any remedies found elsewhere in this Agreement or at law, the Department may elect any of the following remedies in the event this Agreement is terminated pursuant to Section 5.5 herein. Grantee must comply with the Department's direction within 45 days following written notice or demand from the Department.

A. The Department may direct the Grantee to refund all grant moneys disbursed to it under this Agreement;

B. The Department may direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses;

C. The Department may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to the Department or its designee.

4.12 NOTICES

Notices and other communications provided for herein shall be given in writing by first class mail, by registered, or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the respective party at the address set forth on the signature page hereto, or to such other authorized designees as the parties may designate in writing from time to time. Grantee is responsible for providing the Department with correct address and contact information for itself and its designees. Any notice to the Grantee shall be deemed to have been provided if sent to the address or contact information on the signature page or to the address of an authorized designee. Notice to the Department is deemed to have been provided at the time it is actually received.

4.13 COMPLAINT PROCESS

In the event of a Grantee complaint, the Department's Administrative Hearing Rules shall govern and said rules can be found at Title 56 Illinois Administrative Code, Section 2605.

4.14 GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, ET SEQ.)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within 45 days following said expiration or termination. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within 45 days following the expiration or termination of this Agreement.

4.15 GRANT PROJECT MANAGEMENT

All necessary and ordinary communications, submittals, approvals, requests and notices related to the Project shall be submitted to:

Dana Edwards
Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701

4.16 BOND FUNDED GENERAL GRANT PROVISIONS

It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

PART V
GENERAL PROVISIONS

5.1 GRANTEE REPRESENTATIONS AND WARRANTIES; GRANTEE GENERAL COVENANTS

A. Grantee Representations and Warranties In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to the Department:

(1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the transactions contemplated by this Agreement;

(2) That its employees, agents and officials are competent to perform as required under this Agreement;

(3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;

(4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;

(5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(6) That no member of any governing body or any officer, agent or employee of the State, is employed by the Grantee or has a financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted applicable statute, regulation or ordinance;

(7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(8) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(a) Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency;

(b) Have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in sub-paragraph (b) of this certification.

Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.

(9) That this Agreement has been duly executed and delivered on behalf of the Grantee and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that enforcement of any such terms may be limited by

(a) Applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or

(b) Judicial public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce; and performance required under this Agreement; and

(10) Grantee certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify the Department of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Department is authorized to declare Grantee in default of this Agreement and suspend or terminate the Agreement pursuant to Section 5.5.

B. General Covenants In connection with the execution and delivery of this Agreement, the Grantee makes the following covenants to the Department, which are in addition to any specific covenants contained in this Agreement:

(1) That it will use Grant Funds only for the purposes set forth in the Budget (Part I) and Scope of Work (Part II), respectively, of this Agreement;

(2) That all warranties and representations made by the Grantee in this Agreement shall be true, accurate and complete for the term of the Agreement;

(3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to the Grantee;

(4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by the Grantee, voluntary or involuntary, the Department may decline to make any further payment, which may otherwise be required under this Agreement;

(5) That it shall immediately notify the Department of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform any or all of its obligations under this Agreement; and

(6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

5.2 APPROPRIATION; NONAPPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED FUNDING SOURCES/REVENUES

A. Appropriation The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation Payments pursuant to this Agreement are subject to the availability of applicable federal and/or state funding from the Department and their appropriation and authorized expenditures under State law. The Department shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 5.5(A)(1) hereof. Any grant is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.

C. Reduced Funding Sources/Revenues The Department reserves the right to reduce the amount to be paid to Grantee under this Agreement if the Department determines that it is in the best interest of the State of Illinois to reduce its obligation under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:

(1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or

(2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Department will notify the Grantee as soon as possible. If the Department and Grantee are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating. If the Department and Grantee are unable to agree on the reduced compensation and reduced scope of services, the Department shall terminate the Grant in accordance with the provisions of Section 5.5(A)(2) herein.

5.3 GRANT CLOSE-OUT

A. Final Grantee Report In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Final Grantee Report on forms provided by the Department, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. The Grantee must report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee's required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such Final Grantee Report, including such action as the Department, based on its review of the report, may direct.

B. Grant Refunds In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., the Grantee must, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement, refund to the Department, any balance of Grant Funds not spent or not obligated as of said date.

5.4 DEFAULT AND REMEDIES

The occurrence of any of the following events, during the grant term, shall constitute a default:

A. Grantee shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;

B. Any representation, warranty, certificate or statement made by the Grantee in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

C. Grantee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

D. An involuntary case or other proceeding shall be commenced against the Grantee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Grantee under the federal bankruptcy laws as now or hereby after in effect;

E. The Grantee permanently ceases the conduct of active trade or business at the location specified in Scope of Work (Part II), for any reason, including, but not limited to, fire or other casualty;

F. Company fails to provide the Company Contribution, if applicable, as identified in Scope of Work (Part II);

G. Grantee defaults on a loan from a third party. Grantee shall provide the Department with immediate notice upon making a determination that it will default on a loan.

Grantee shall have 30 days from the date Department notifies it of the occurrence of a default to cure the default to Department's satisfaction. Grantee's failure to cure, or to initiate a cure which is satisfactory to the Department, shall be a sufficient basis for the Department to terminate this Agreement and to direct Grantee to refund all Grant Funds disbursed to it by the Department within thirty (30) days of receipt of the notice of termination.

At the Department's discretion the Grantee shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum for any amount of the Grant Funds which it has not refunded to the Department beginning thirty (30) days from the date the termination notice is sent by the Department and continuing to the date that all Grant Funds are refunded by Grantee or recovered through other legal processes available to the Department.

5.5 TERMINATION; SUSPENSION

A. This Agreement may be terminated as follows:

(1) Non-appropriation, Insufficient Appropriation In the event of non-appropriation or insufficient appropriation as described in Section 5.2(B) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. The Department shall provide such notice to Grantee as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

(2) Reduced Funding Sources/Revenues In the event the parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to a reduction in revenues or other funding sources for this Agreement as described in Section 5.2(C) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under

this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

For Cause If the Department determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Department and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department for a period not to exceed two (2) years.

(3) For Convenience The Grantee acknowledges that this grant was made by the Department based on its determination that the activities to be funded under this Agreement are in furtherance of either the Department's statutory requirements or its program objectives. The Grantee further acknowledges that the Department may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee pursuant to Section 5.10(F) hereof. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Budget (Part I) and Scope of Work (Part II). Grant refunds shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

B. Suspension If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Department may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

5.6 INDEMNIFICATION

A. Non-Governmental Entities The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

B. Governmental Entities In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department as set out herein to the extent authorized by Federal and/or State constitutions(s) and/or laws.

5.7 MODIFICATION BY OPERATION OF LAW; BUDGET MODIFICATIONS; DISCRETIONARY MODIFICATIONS

A. Modifications by Operation of Law This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

B. Budget Modifications Grantee must expend the Grant Funds in accordance with the approved budget set forth in Part I hereof. If the Grantee determines that its expenditures for the grant term will vary from the amounts listed in the approved project budget it must submit a written request for approval from the Department prior to incurring the revised costs. Said request must give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Project Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions is a sufficient reason for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

The Grantee may make a line item transfer up to the allowable variance percentage/amount of the total approved line item budget as specified in Budget (Part I) without prior written approval of the Department, subject to the following conditions:

(1) Modifications Requiring Departmental Approval If the Grantee determines that its expenditures will vary from the approved budgeted line item amounts listed in Budget (Part I) by more than the allowable variance percentage/amount for any given line item expenditure, but will not exceed the total grant award, it shall submit a written request for approval from the Department prior to incurring the revised costs. Modification requests shall give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised project Budget (Part I) incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions shall be deemed sufficient for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

(2) Discretionary Transfers Transfers between approved line items that do not exceed the allowable variance percentage/amount of the original approved budget line item may be made at the Grantee's discretion without the Department's approval. For purposes of the allowable discretionary transfer(s), the line item to which the transfer is made cannot be increased by more than the allowable variance percentage/amount of the original approved line item. Additionally, the allowable discretionary transfer does not apply to an Audit line item (if present). Any and all modifications to an existing Audit line item may only be made with the Department's prior written approval.

C. Discretionary Modifications If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections 5.7(A) and 5.7(B) above, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Department and the Grantee. However, if the Department notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Department shall consider those objections when evaluating whether to follow through with the proposed modification. The Department's notice to the Grantee shall contain the Grantee name, Grant number, modification number, purpose of the revision and signature of the Department's Director.

D. Unilateral Modifications The parties agree that the Department may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by the Department for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement. The parties further agree that the thirty (30) day period for objection described in Section 5.7(C) above does not apply to the unilateral modification authority described in Section 5.7(D).

E. Management Waiver The parties agree that the Department may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to requirements relating to the Grantee's compliance with existing audit requirements in the Agreement, retention of interest earned by the Grantee on Grant Funds, variances to budgetary line items, non-material changes to the Scope of Work (Part II), and any other non-material changes to specific grant terms that the Department determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Department will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

F. Term Extensions The Grantee acknowledges that all Grant Funds must be expended or legally obligated during the grant term set forth in the Notice of Grant Award. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et. seq.), no grant term may be extend beyond a two-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed in reimbursement of costs previously incurred by the grantee.

5.8 CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/ EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED; DUE DILIGENCE IN EXPENDITURE OF GRANT FUNDS

A. Conflict of Interest A conflict of interest exists if a Grantee's officers, directors, agents, employees and family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Grantee must establish safeguards to prohibit such a conflict of interest from occurring. Safeguards, evidenced by rules or bylaws, shall also be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee must immediately notify the Department in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

B. Interest of Public Officials/Employees

(1) Governmental Entity If the Grantee is a governmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. Further, Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in

the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

(2) Nongovernmental Entity If the Grantee is a nongovernmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate notification to the Department as provided in Section 5.8A. The Department may, in its discretion, issue Grant Funds if it determines that appropriate safeguards are in place and that it is in the best interest of the State to proceed.

Violations of Section 5.8 may result in suspension or termination of this Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.

C. Bonus or Commission Prohibited The Grantee shall not pay any bonus or commission for the purpose of obtaining the grant awarded under this Agreement.

D. Hiring State Employees Prohibited No State officer or employee may be hired to perform services under this Agreement, or be paid with Grant Funds derived directly or indirectly through this grant without the written approval of the Department.

5.9 APPLICABLE STATUTES

A. Grantee Responsibility All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring Grantee's compliance.

B. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1) No grant award Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.

C. Historic Preservation Act (20 ILCS 3420/1 et seq.) The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency.

D. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.) In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

E. Drugfree Workplace Act (30 ILCS 580/1 et seq.) Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

F. Freedom of Information Act (5 ILCS 140/1 et seq.) Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act.

G. Prevailing Wage Act (820 ILCS 130/0.01 et seq.) All projects for the construction of fixed works which are financed in whole or in part with Grant Funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

H. Victims Economic Security and Safety Act (820 ILCS 180 et seq.) If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

I. Equal Pay Act of 2003 (820 ILCS 112 et seq.) If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

J. Steel Products Procurement Act (30 ILCS 565 et seq.) The grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this grant for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

K. Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01) The Grantee shall provide the Department with documentation certifying that at least fifty percent (50%) of the total labor hours performed to complete the project described in Scope of Work (Part II) were performed by actual residents of the State of Illinois, in those cases where the project meets the statutory definition of a state construction project in 20 ILCS 605/605-390. In periods of excessive unemployment the Grantee shall also provide the Department with documentation certifying that it has caused to be employed at least ninety percent (90%) Illinois laborers on the project described in Scope of Work (Part II), in those cases where the project meets the statutory definition of a public works project or improvement in 30 ILCS 570/0.01 et seq.

L. Minorities, Females, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105) The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Scope of Work to be performed under this Agreement.

M. Identity Protection Act (5 ILCS/179 et. seq.) and Personal Information Protection Act (815 ILCS 530 et. seq.) The Department of Commerce and Economic Opportunity (DCEO) is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, DCEO will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, grants. DCEO also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by DCEO as a result of state or federal laws, rules and regulations.

5.10 MISCELLANEOUS PROVISIONS

A. Independence of Grantee Personnel All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed by or contracted with Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.

B. Grantor Authority The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.

C. Governing Law This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law.

D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes The Grantee shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

E. Delivery of Grantee Payments Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee, that complies with the requirements of Section 5.10(F) below. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.

F. Notice Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

The Grantee acknowledges and agrees that its address set forth in the Notice of Grant Award is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Department is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Department of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Program Manager and notify him/her of said change of address and a formal modification will be executed.

G. Required Notice Grantee agrees to give prompt notice to the Department of any event that may materially affect the performance required under this Agreement. Any notice or approval relating to Section 5.5 (Termination), Section 5.7C (Discretionary Modifications), Section 5.7E (Waivers), and Section 5.10I (Assignment) must be executed by the Director of the Department or her/his authorized designee.

H. Modifications A modification of any condition of this Agreement must be requested in writing. No modification of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department.

I. Assignment The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.

J. Severability Clause If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.

K. Integration Clause This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

L. Comptroller Filing Notice The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.

M. Subcontract and Grants The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement. For the Department to approve the use of any subcontract or subgrant, the Grantee must employ an open, impartial and reasonably competitive selection process.

N. Attorney Fees and Costs If the Department is the prevailing party in any proceeding to enforce the terms of this Agreement, the Department has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.

PART VI
STATE OF ILLINOIS REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

6.1 COMPLIANCE WITH APPLICABLE LAW

The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST

The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING

The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN

The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT

The Grantee certifies that:

A) ____ It is a Corporation, Partnership, or other entity (other than an individual) **with 24 or fewer employees** at the time of execution of this Agreement.

B) ____ That the purpose of this grant is to fund solid waste reduction.

C) _✓_ It is a Corporation, Partnership, or other entity (other than an individual) **with 25 or more employees** at the time of execution of this Agreement, or

D) ____ That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars ($5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

(a) Publishing a statement:

(i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(ii) Specifying the actions that will be taken against employees for violations of such prohibition.

(iii) Notifying the employee that, as a condition of employment on such grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(i) the dangers of drug abuse in the workplace;

(ii) the Grantee's policy of maintaining a drug free workplace;

(iii) any available drug counseling, rehabilitation and employee assistance programs; and

(iv) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 ANTI-BRIBERY

The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT

The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

6.9 SEXUAL HARASSMENT

The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).

6.11 FEDERAL, STATE AND LOCAL LAWS; TAX LIABILITIES; STATE AGENCY DELINQUENCIES

The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Department shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Department. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

6.12 PROHIBITION OF GOODS DERIVED FROM CHILD LABOR

The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.

6.13 PREVAILING WAGE

The Grantee acknowledges that receipt of Grant Funds under this Agreement require compliance with the Prevailing Wage Act (820 ILCS 130 et. seq.). Persons willfully failing to comply with, or willfully violating this Act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.14 LIEN WAIVERS

The Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

6.15 INTERAGENCY WETLAND POLICY ACT

The Grantee certifies that the proposed project is compatible with established state policy regarding wetlands, pursuant to the Interagency Wetland Policy Act of 1989. The Grantee acknowledges that the Illinois Department of Natural Resources may, from time to time, monitor the proposed project to ensure continued compliance with the aforementioned Act. In the event that the project does not remain in compliance with the Act, such noncompliance shall constitute a breach of the Agreement, and failure to cure the breach within sixty (60) days after notice thereof will result in the termination of this Agreement.

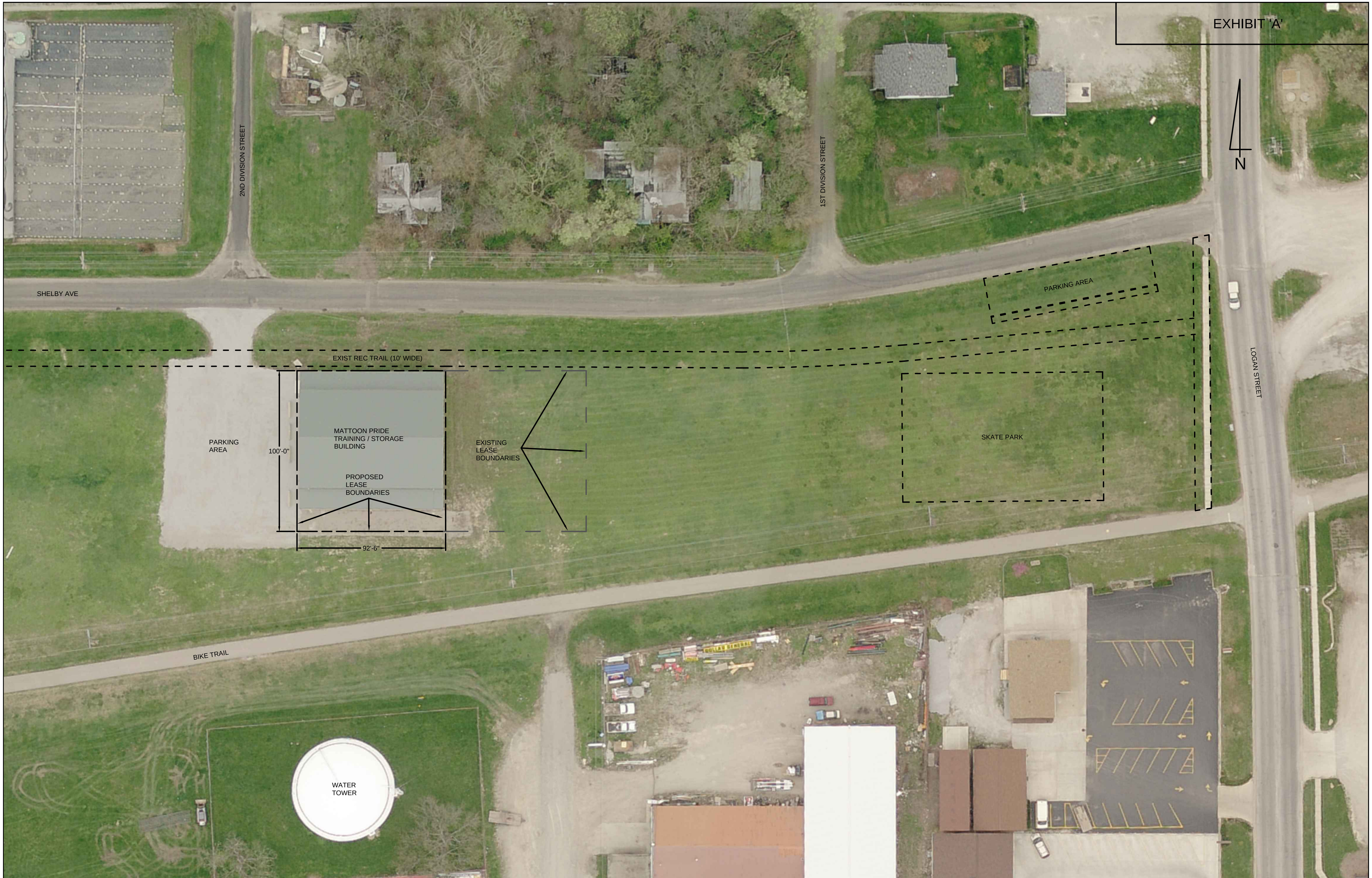


EXHIBIT 'A'
N
2ND DIVISION STREET
1ST DIVISION STREET
SHELBY AVE
PARKING AREA
EXIST REC TRAIL (10' WIDE)
LOGAN STREET
PARKING AREA
100'-0"
MATTOON PRIDE TRAINING / STORAGE BUILDING
PROPOSED LEASE BOUNDARIES
EXISTING LEASE BOUNDARIES
SKATE PARK
92'-6"
BIKE TRAIL
WATER TOWER

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2014-2909

A RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF MATTOON AND MATTOON PRIDE SOFTBALL

WHEREAS, the City of Mattoon owns the real estate bounded by Shelby Avenue, 10th Street, Lincoln Prairie Bike Trail, and Logan Street, otherwise known as the City of Mattoon Sports Complex; and

WHEREAS, the City of Mattoon and Mattoon Pride Softball entered into a Lease Agreement on February 02, 2005 for a portion of said real estate; and

WHEREAS, the City of Mattoon and Mattoon Pride Softball wish to nullify the existing Lease Agreement dated February 02, 2005, and enter into a new Lease Agreement so as to change the boundaries of the real estate to be leased; and

WHEREAS, said change in boundaries is being undertaken to allow additional public uses of the real estate between a practice facility constructed by Mattoon Pride Softball and a skatepark constructed by the City of Mattoon; and

WHEREAS, the proposed Lease Agreement is attached to this Resolution and is incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Mattoon, Coles County, Illinois, that the attached Lease Agreement between the City of Mattoon and Mattoon Pride Softball be approved.

Upon motion by ____________________, seconded by ___________________, adopted this ______ day of ______________, 2014, by a roll call vote, as follows:

AYES (Names): ____
____
____

NAYS (Names): ____

ABSENT (Names): ____

ABSTAIN (Names): ____

Approved this _____________ day of______________, 2014.

____
Timothy D. Gover, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

____
Susan J. O’Brien, City Clerk

____
Janett S. Winter-Black, City Attorney

Recorded in the Municipality’s Records on_______________, 2014.

LEASE AGREEMENT

THIS AGREEMENT entered into this ___ day of _____________, 2014 between the CITY OF MATTOON, COLES COUNTY, ILLINOIS, an Illinois Municipal Corporation, hereinafter referred to as "CITY", and MATTOON PRIDE SOFTBALL, INC., an Illinois Not-For-Profit Corporation, hereinafter referred to as the "PRIDE";

WHEREAS, the CITY owns the real estate bounded by Shelby Avenue, 10th Street, Lincoln Prairie Bike Trail, and Logan Street, otherwise known as the City of Mattoon Sports Complex; and

WHEREAS, the CITY and the PRIDE entered into a LEASE AGREEMENT on February 02, 2005 for a portion of said real estate; and

WHEREAS, the CITY and the PRIDE wish to modify the boundaries of the real estate to be leased by the PRIDE from the CITY; and

WHEREAS, said change in lease boundaries is being undertaken to allow additional public uses of the real estate between a practice facility constructed by the PRIDE and a skatepark constructed by the CITY; and

WHEREAS, the proposed boundaries are shown on Exhibit 'A'.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the parties agree as follows:

1. The CITY and the PRIDE agree that this LEASE AGREEMENT shall supersede and nullify the LEASE AGREEMENT dated February 02, 2005.

2. The CITY agrees to allow the PRIDE exclusive use of the real estate shown on Exhibit 'A'.

3. The PRIDE agrees to maintain the real estate shown on Exhibit 'A' and all improvements made by the PRIDE to said real estate at no cost to the CITY.

4. The PRIDE agrees to conform to all City Codes regarding the use, maintenance, and construction of improvements to said real estate.

5. The PRIDE agrees to indemnify and hold harmless the CITY from all claims resulting from the PRIDE's use of said real estate.

6. The PRIDE agrees to pay the CITY the amount of $1 per year for use of said real estate.

7. The CITY and the PRIDE agree that this LEASE AGREEMENT shall terminate on December 31, 2034 at which time both parties may enter into discussions concerning a subsequent lease agreement.

8. The CITY agrees that this LEASE AGREEMENT may be terminated by the PRIDE on 30 days written notice to the CITY.

9. The PRIDE agrees that, if this LEASE AGREEMENT is terminated by the PRIDE, that the CITY may require the removal of any, or all, improvements constructed by the PRIDE.

10. The PRIDE agrees that this LEASE AGREEMENT may be terminated by the CITY on 30 days written notice to the PRIDE.

11. The CITY agrees that, if this LEASE AGREEMENT is terminated by the CITY, that the CITY shall make compensation in the amount of the appraised value of the permanent improvements constructed by the PRIDE

12. The CITY and the PRIDE agree that this LEASE AGREEMENT may be terminated, at any point, by mutual agreement of both parties.

CITY OF MATTOON,
COLES COUNTY, ILLINOIS

____
Timothy D. Gover, Mayor

Attest:

____
Susan J. O'Brien,
City Clerk

MATTOON PRIDE
SOFTBALL, INC.

____
President

Attest:

____
Secretary

CITY OF MATTOON, ILLINOIS

RESOLUTION NO. 2014-2910

A RESOLUTION ESTABLISHING A DEFERRED COMPENSATION PLAN TO BE ADMINISTERED BY PACIFIC LIFE INSURANCE COMPANY.

WHEREAS, the City of Mattoon, Illinois ("City") has considered the establishment of a Deferred Compensation Plan to be made available to all eligible employees and elected officials pursuant to Section 457 of the Internal Revenue Code permitting such Plans; and,

WHEREAS, Mr. Michael Noteboom of Professional Benefits Group has requested an opportunity to make available to all eligible employees and elected officials of the City of Mattoon, a deferred compensation plan written by the City of Mattoon and administered by Pacific Life Insurance Company ("Pacific Life"); and,

WHEREAS, the City Council for the City of Mattoon, Coles County, Illinois deems that it is in the interest of the employees of the City of Mattoon to have deferred compensation plans available; and,

WHEREAS, with regard to Resolution 99-2223, a number of six or more employees have requested to enroll in the Pacific Life Plan; and,

WHEREAS, by adoption of the Pacific Life Plan, all regulatory, operational, and administrative responsibilities are hereby assumed by Pacific Life on behalf of the City.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MATTOON, ILLINOIS AS FOLLOWS:

Section 1. The City hereby approves the Pacific Life Value Select variable annuity Qualified Plan (the "Plan"), attached hereto as Appendix A.

Section 2. The City hereby executes the Plan, attached hereto as Appendix A, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the Pacific Life Insurance Company.

Section 3. The assets of the Plan shall be held in trust, with the City serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

Section 4. The Plan will NOT permit loans by participants or their beneficiaries until the Internal Revenue Service has promulgated regulations specifically allowing public sector employers to implement a loan program from 457 plan assets held in trust.

Section 5. The City hereby agrees to serve as trustee under the Plan.

Section 6. The City Clerk shall be the coordinator for this Deferred Compensation Plan; shall receive necessary reports, notices, etc. from Pacific Life or the Pacific Life Insurance Company; shall cast, on behalf of the Employer, any required votes under the Pacific Life Insurance Company, and is authorized to administer the Plan and execute all necessary agreements with the Pacific Life Insurance Company incidental to the administration of the Plan.

Section 7. The City Clerk is authorized to sign the Qualified Plan and 457(b) Plan Disclosure with the Pacific Life, attached hereto as Appendix B.

Upon motion by ______________________, seconded by ________________________, adopted this ________ day of ___________________, 2014, by a roll call vote, as follows:

AYES (Names): ____
____
____
NAYS (Names): ____
ABSENT (Names): ____

Approved this _________ day of________________, 2014.

____
Timothy D. Gover, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

____
Susan J. O'Brien, City Clerk

APPROVED AS TO FORM:

____
Janett S. Winter-Black, City Attorney

Recorded in the Municipality's Records on______________, 2014.

I, Susan J. O'Brien, Clerk of the City of Mattoon, Illinois, do hereby certify that the foregoing resolution, was duly adopted, passed and approved by the City Council of the City of Mattoon, Illinois at a regular meeting thereof assembled on the 18th day of March 2014.

____
City Clerk

APPENDIX "A"

PACIFIC LIFE

Receive This Document **Electronically** (See Inside)

This brochure contains:

Prospectus dated May 1, 2013 for

Pacific Value Select variable annuity

and the

Privacy Notice

(Inside back cover)

Pacific Life Insurance Company

APPENDIX "A"

PACIFIC LIFE

APPENDIX "A"

ELECTRONIC DELIVERY AUTHORIZATION

CONTACT INFORMATION

Pacific Life Insurance Company
P.O. Box 2378
Omaha, NE 68103-2378

All Overnight Deliveries:
1299 Farnam Street, 6th Floor, RSD
Omaha, NE 68102

Owners: (800) 722-4448
Fax: (888) 837-8172
Web Site: www.PacificLife.com

Registered Representatives: (800) 722-2333

CONTACT INFORMATION (for New York only)

Pacific Life & Annuity Company
P.O. Box 2829
Omaha, NE 68103-2829

Phone: (800) 748-6907
Fax: (800) 586-0096
Web Site: www.PacificLifeandAnnuity.com

Use this form to authorize Pacific Life to provide statements, prospectuses, and other information to you electronically.

1 GENERAL INFORMATION Owner's Name (First, Middle, Last)	Daytime Telephone Number	**Annuity Contract Number** (if known)
	( )	

2 ELECTRONIC AUTHORIZATION

ELECTRONIC INFORMATION CONSENT

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

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

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

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

E-mail address: ______________________________

3 SIGNATURE(S)

I have read, understand, and accept the terms and conditions regarding my authorization(s).

SIGN HERE ______________________________ ____/____/____
Owner's Signature mo day yr

SIGN HERE ______________________________ ____/____/____
Joint Owner's Signature mo day yr

Pacific Life refers to Pacific Life Insurance Company and its affiliates, including Pacific Life & Annuity Company. Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state. Each company is solely responsible for the financial obligations accruing under the products it issues. Product and rider guarantees are backed by the financial strength and claims-paying ability of the issuing company and do not protect the value of the variable investment options.

This form is not part of the prospectus.

APPENDIX "A"

Supplement dated December 16, 2013 to your variable annuity Prospectus dated May 1, 2013 for the variable annuity contracts issued by Pacific Life Insurance Company

Capitalized terms used in this supplement are defined in your Prospectus unless otherwise defined herein. "We," "us," or "our" refer to Pacific Life Insurance Company; "you" or "your" refer to the Contract Owner.

This supplement must be preceded or accompanied by the Prospectus, as supplemented.

Liquidation of the Pacific Select Fund Cash Management Portfolio

On December 11, 2013, the Pacific Select Fund Board of Trustees approved the liquidation of the Cash Management Portfolio and the submission of a plan of substitution ("Plan of Substitution") for vote by affected Contract Owners. The Plan of Substitution, if approved, will allow the substitution of the Cash Management Portfolio with the Fidelity VIP Money Market Portfolio – Service Class ("Fidelity Portfolio"). If the Plan of Substitution is approved, we anticipate that the proposed liquidation and substitution will occur on or about April 30, 2014 (the "Liquidation Date").

On the Liquidation Date, any Contract Value that remains allocated to the Cash Management Subaccount after the close of business will be transferred to the Subaccount corresponding to the Fidelity Portfolio (the "Fidelity Subaccount"). Such transfers will be based on the applicable Subaccount Unit values, and the relative net asset values of the Cash Management Portfolio and Fidelity Portfolio, as of the close of business on the Liquidation Date. You will not incur any tax liability because of the substitution and your Contract Value immediately before the substitution will be equal to your Contract Value immediately after the substitution. The substitution transactions will not be treated as transfers that count toward the number of free transfers that may be made in a given Contract Year.

You will have 30 calendar days before and 30 calendar days after the Liquidation Date (the "free transfer period") to transfer out of the affected Subaccounts. On any Business Day during the free transfer period, you may make one transfer out of the Cash Management Subaccount before the Liquidation Date or you may make one transfer out of the Fidelity Subaccount after the Liquidation Date without the transfer counting towards the transfer limitations described in your Prospectus. However, any Subaccount into which you make your transfer will be subject to the transfer limitations described in your Prospectus.

After the Liquidation Date, the Cash Management Subaccount will no longer exist and, unless you instruct us otherwise, any outstanding instruction you have on file with us that designates the Cash Management Subaccount will be deemed an instruction for the Fidelity Subaccount. This includes, but is not limited to, instructions for Purchase Payment allocations, partial withdrawals and transfer instructions (including instructions under any systematic transfer option).

Please work with your financial advisor to determine if your existing allocation instructions should be changed before or after the Liquidation Date.

Supplement dated October 15, 2013 to the Prospectus dated May 1, 2013,
for the variable annuity contract issued by Pacific Life Insurance Company

APPENDIX "A"

Capitalized terms used in this supplement are defined in the Prospectus unless otherwise defined herein. "We," "us," or "our" refer to Pacific Life Insurance Company; "you" or "your" refer to the Contract Owner.

This supplement must be preceded or accompanied by the Prospectus dated May 1, 2013, as supplemented. Please retain it for future reference.

On November 1, 2013, the following Investment Options will be available:

AMERICAN FUNDS INSURANCE SERIES®	INVESTMENT GOAL	MANAGER
American Funds IS Global Growth Fund℠ Class 4	Provide you with long-term growth of capital.	Capital Research and Management Company℠
American Funds IS International Growth and Income Fund℠ Class 4	Provide you with long-term growth of capital while providing current income.	Capital Research and Management Company
American Funds IS Managed Risk Asset Allocation Fund℠ Class P2 *(formerly called Protected Asset Allocation Fund)*	Provide you with high total return (including income and capital gains) consistent with preservation of capital over the long term while seeking to manage volatility and provide downside protection.	Capital Research and Management Company
American Funds IS New World Fund® Class 4	Long-term capital appreciation.	Capital Research and Management Company
American Funds IS U.S. Government/ AAA-Rated Securities Fund℠ Class 4	Provide a high level of current income consistent with preservation of capital.	Capital Research and Management Company

FIDELITY® VARIABLE INSURANCE PRODUCTS FUNDS	INVESTMENT GOAL	MANAGER
Fidelity VIP Strategic Income Service Class 2	Seeks high level of current income. The fund may also seek capital appreciation.	Fidelity Management & Research Co., Inc.

For more information on the new Fund portfolios, including a discussion of the investment techniques, charges and expenses, and risks associated with each portfolio's investments, see the applicable Fund prospectus. You can obtain an applicable Fund prospectus by contacting your financial advisor or online at www.PacificLife.com.

In addition to the transfer restrictions and limitations outlined in the prospectus, Transfers and Market-timing Restrictions pertaining to the new Fund portfolios referenced above are as follows:

Only 2 transfers into or out of each American Funds (American Funds IS Global Growth Fund, American Funds IS International Growth and Income Fund, American Funds IS New World Fund, American Funds IS Managed Risk Asset Allocation Fund, American Funds IS U.S. Government/AAA-Rated Securities Fund) Investment Option may occur in any calendar month.

The Investment Advisers subsection under the YOUR INVESTMENT OPTIONS section is amended to include the following:

Capital Research and Management Company is the investment adviser of the American Funds Insurance Series.

The following portfolio has been added as an allowable Investment Option under the Investment Allocation Requirements subsection in the OPTIONAL LIVING BENEFIT RIDERS section:

American Funds IS Managed Risk Asset Allocation Fund

The second paragraph of the Service Arrangements subsection under the ADDITIONAL INFORMATION section is amended to include the following:

American Fund Insurance Series pays us for each American Fund Insurance Series Funds (Class 4 and Class P2) held by our separate accounts.

The term Fund under the TERMS USED IN THIS PROSPECTUS section is amended to include the following:

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Subadviser Changes for Pacific Select Fund

The subadviser for the Floating Rate Loan Portfolio is Boston Management and Research, doing business as Eaton Vance Investment Management. The subadviser for the Currency Strategies Portfolio is UBS Global Asset Management (Americas) Inc. and Macro Currency Group. The subadviser for the Mid-Cap Growth Portfolio is Ivy Investment Management Company.

For more information on the subadviser changes, see the Pacific Select Fund Prospectus. You can obtain a Pacific Select Fund prospectus and any supplements by contacting your financial advisor or online at www.PacificLife.com/PacificSelectFund.htm.

The Same Sex Spouses subsection in FEDERAL TAX ISSUES is deleted in its entirety.

Supplement dated October 2, 2013 to your Prospectus dated May 1, 2013, for the variable annuity contract issued by Pacific Life Insurance Company

Capitalized terms used in this supplement are defined in your prospectus unless otherwise defined herein. "We," "us," or "our" refer to Pacific Life Insurance Company; "you" or "your" refer to the Contract Owner. This supplement must be preceded or accompanied by the prospectus for your Contract, as supplemented (the “Prospectus”). Please retain it for future reference.

Substitution of the AllianceBernstein VPS Balanced Wealth Strategy Portfolio

We have filed an application with the Securities and Exchange Commission (“SEC”) requesting an order to approve the substitution of the AllianceBernstein VPS Balanced Wealth Strategy Portfolio (“AllianceBernstein Balanced Portfolio”) with the Janus Aspen Series Balanced Portfolio (“Janus Balanced Portfolio”). If the SEC grants the order, we anticipate that the proposed substitution will occur on or about November 1, 2013 (the “Substitution Date”).

From the date of this supplement until the Substitution Date, if you have Contract Value allocated to the Subaccount investing in the AllianceBernstein Balanced Portfolio (the “AllianceBernstein Subaccount”), you may make a one-time transfer of all or a portion of such Contract Value to any other available Subaccount without the transfer counting toward the 25 free transfers permitted each calendar year. All other transfers are subject to limitations as described in the Prospectus for your Contract. You may submit a transfer request to us using any of the means described in the Prospectus. Please see the Prospectus for details.

On the Substitution Date, any Contract Value that remains allocated to the AllianceBernstein Subaccount after the close of business will be transferred to the Subaccount corresponding to the Janus Balanced Portfolio (the “Janus Subaccount”). Such transfers will be based on the applicable Subaccount Unit values, and the relative net asset values of the AllianceBernstein Balanced Portfolio and Janus Balanced Portfolio, as of the close of business on the Substitution Date. We will pay all expenses incurred in connection with the substitution. You will not incur any fees or charges or tax liability because of the substitution and your Contract Value immediately before the substitution will be equal to Contract Value immediately after the substitution. The substitution transactions will not be treated as transfers that count toward the number of free transfers that may be made in a given Contract Year.

After the Substitution Date, the AllianceBernstein Subaccount will no longer exist and, unless you instruct us otherwise, any outstanding instruction you have on file with us that designates the AllianceBernstein Subaccount will be deemed an instruction for the Janus Subaccount. This includes, but is not limited to, instructions for Purchase Payment allocations, partial withdrawals and transfer instructions (including instructions under any systematic transfer option). During the 30 calendar day period after the Substitution Date (the “free transfer period”), you may make a one-time transfer out of the Janus Subaccount without the transfer counting towards the transfer limitations described in your Prospectus. Except for market timing limitations described in your Prospectus, we will not exercise any rights we reserve under the Contracts to impose additional restrictions on transfers out of the Janus Subaccount during the free transfer period.

Please work with your financial advisor to determine if your existing allocation instructions should be changed before or after the Substitution Date.

APPENDIX "A"

Supplement dated July 15, 2013 to your variable annuity Prospectus for the variable annuity contract issued by Pacific Life Insurance Company

Capitalized terms used in this supplement are defined in your Prospectus unless otherwise defined herein. "We," "us," or "our" refer to Pacific Life Insurance Company; "you" or "your" refer to the Contract Owner.

This supplement must be preceded or accompanied by the Prospectus, as supplemented.

The purpose of this supplement is to add additional Investment Options to certain Categories within the Custom Model program.

The following Investment Options are added as available Investment Options within the Custom Model program:

- Templeton Global Bond Securities Fund is added to Category A,
- Mutual Global Discovery Securities Fund is added to Category C, and
- Janus Aspen Series Balanced Portfolio is added to Category D.

Pacific Value Select is an *individual flexible premium deferred variable annuity contract* issued by Pacific Life Insurance Company (Pacific Life) through Separate Account A of Pacific Life.

In this Prospectus, *you* and *your* mean the Contract Owner or Policyholder. *Pacific Life, we, us* and *our* refer to Pacific Life Insurance Company. *Contract* means a Pacific Value Select variable annuity contract, unless we state otherwise.

This Prospectus provides information you should know before buying a Contract. Please read the Prospectus carefully, and keep it for future reference.

Pacific Life will add a Credit Enhancement to your Contract Value each time you make a Purchase Payment. Some of the expenses for this Contract may be higher than the expenses for an annuity without the Credit Enhancement.

The Variable Investment Options available under this Contract invest in portfolios of the following Funds:

Pacific Select Fund

AIM Variable Insurance Funds (Invesco Variable Insurance Funds)

AllianceBernstein Variable Products Series Fund, Inc.

American Century Variable Portfolios, Inc.

BlackRock® Variable Series Funds, Inc.

Fidelity® Variable Insurance Products Funds

First Trust Variable Insurance Trust

Franklin Templeton Variable Insurance Products Trust

GE Investments Funds, Inc.

Janus Aspen Series

Lord Abbett Series Fund, Inc.

MFS® Variable Insurance Trust

PIMCO Variable Insurance Trust

Van Eck VIP Trust

You will find a complete list of each Variable Investment Option on the next page. This Contract also offers the following fixed Investment Option:

FIXED OPTIONS
DCA Plus Fixed Option

You will find more information about the Contract and Separate Account A in the Statement of Additional Information (SAI) dated May 1, 2013. The SAI has been filed with the Securities and Exchange Commission (SEC) and is considered to be part of this Prospectus because it's incorporated by reference. You will find a table of contents for the SAI on page 91 of this Prospectus. You can get a copy of the SAI without charge by calling or writing to Pacific Life or you can visit our website at www.pacificlife.com. You can also visit the SEC's website at www.sec.gov, which contains the SAI, material incorporated into this Prospectus by reference, and other information about registrants that file electronically with the SEC.

This Contract is not available in all states. This Prospectus is not an offer in any state or jurisdiction where we are not legally permitted to offer the Contract.

The Contract is described in detail in this Prospectus and its SAI. A Fund is described in its Prospectus and its SAI. No one has the right to describe the Contract or a Fund any differently than they have been described in these documents.

You should be aware that the SEC has not approved or disapproved of the securities or passed upon the accuracy or adequacy of the disclosure in this Prospectus. Any representation to the contrary is a criminal offense.

This material is not intended to be used, nor can it be used by any taxpayer, for the purpose of avoiding U.S. federal, state or local tax penalties. Pacific Life, its distributors and their respective representatives do not provide tax, accounting or legal advice. Any taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

This Contract is not a deposit or obligation of, or guaranteed or endorsed by, any bank. It's not federally insured by the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, or any other government agency. Investment in a Contract involves risk, including possible loss of principal.

VARIABLE INVESTMENT OPTIONS

Pacific Select Fund

Emerging Markets Debt Portfolio
International Small-Cap Portfolio
Mid-Cap Value Portfolio
Equity Index Portfolio
Large-Cap Growth Portfolio
Small-Cap Index Portfolio
Small-Cap Equity Portfolio
American Funds® Asset Allocation Portfolio
American Funds® Growth-Income Portfolio
American Funds® Growth Portfolio
Large-Cap Value Portfolio
Technology Portfolio
Floating Rate Loan Portfolio
Global Absolute Return Portfolio
Small-Cap Growth Portfolio
Comstock Portfolio
Focused 30 Portfolio
Health Sciences Portfolio
International Value Portfolio
Long/Short Large-Cap Portfolio
Value Advantage Portfolio
Growth Portfolio *(formerly called Growth LT)*
International Large-Cap Portfolio
Mid-Cap Growth Portfolio
Real Estate Portfolio
Small-Cap Value Portfolio
Main Street® Core Portfolio
Emerging Markets Portfolio
Cash Management Portfolio
Floating Rate Income Portfolio
High Yield Bond Portfolio
Managed Bond Portfolio
Inflation Managed Portfolio
Pacific Dynamix – Conservative Growth Portfolio
Pacific Dynamix – Moderate Growth Portfolio
Pacific Dynamix – Growth Portfolio
Portfolio Optimization Conservative Portfolio
Portfolio Optimization Moderate-Conservative Portfolio
Portfolio Optimization Moderate Portfolio
Portfolio Optimization Growth Portfolio
Portfolio Optimization Aggressive-Growth Portfolio
Mid-Cap Equity Portfolio
Dividend Growth Portfolio
Short Duration Bond Portfolio
Currency Strategies Portfolio
Precious Metals Portfolio
Diversified Bond Portfolio
Inflation Protected Portfolio

AIM Variable Insurance Funds (Invesco Variable Insurance Funds)

Invesco V.I. Balanced-Risk Allocation Fund Series II

AllianceBernstein Variable Products Series Fund, Inc.

AllianceBernstein VPS Balanced Wealth Strategy Portfolio Class B*

* Currently, we do not accept purchase orders for this Portfolio.

American Century Variable Portfolios, Inc.

American Century VP Mid Cap Value Class II

BlackRock® Variable Series Funds, Inc.

BlackRock Global Allocation V.I. Fund Class III

Fidelity® Variable Insurance Products Funds

Fidelity VIP Contrafund® Portfolio Service Class 2
Fidelity VIP FundsManager® 60% Portfolio Service Class 2

First Trust Variable Insurance Trust

First Trust/Dow Jones Dividend & Income Allocation Portfolio

Franklin Templeton Variable Insurance Products Trust

Franklin Rising Dividends Securities Fund Class 2
Franklin Templeton VIP Founding Funds Allocation Fund Class 4
Mutual Global Discovery Securities Fund Class 2
Templeton Global Bond Securities Fund Class 2

GE Investments Funds, Inc.

GE Investments Total Return Fund Class 3

Janus Aspen Series

Janus Aspen Series Balanced Portfolio Service Shares

Lord Abbett Series Fund, Inc.

Lord Abbett Bond Debenture Portfolio Class VC

MFS® Variable Insurance Trust

MFS® Total Return Series – Service Class
MFS® Utilities Series – Service Class

PIMCO Variable Insurance Trust

PIMCO CommodityRealReturn® Strategy Portfolio – Advisor Class
PIMCO Global Multi-Asset Portfolio – Advisor Class

Van Eck VIP Trust

Van Eck VIP Global Hard Assets Fund Class S

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This overview tells you some key things you should know about your Contract. It's designed as a summary only – please read this Prospectus, your Contract and the Statement of Additional Information (SAI) for more detailed information.

Certain Contract features described in this Prospectus may vary or may not be available in your state. The state in which your Contract is issued governs whether or not certain features, Riders, charges or fees are allowed or will vary under your Contract. These variations are reflected in your Contract and in Riders or Endorsements to your Contract. See your financial advisor or contact us for specific information that may be applicable to your state. See **ADDITIONAL INFORMATION – State Considerations**. This prospectus provides a description of the material rights and obligations under the Contract. Your Contract (including any riders and/or endorsements) represents the contractual agreement between you and us. Any guarantees provided for under your Contract or through optional riders are backed by our financial strength and claims-paying ability. You must look to the strength of the insurance company with regard to such guarantees. Your financial advisor or financial advisor's firm is not responsible for any Contract guarantees.

Some of the Terms used in this Prospectus may be new to you. You will find a glossary of certain terms in the **TERMS USED IN THIS PROSPECTUS** section.

Pacific Value Select Basics

An annuity contract may be appropriate if you are looking for retirement income or you want to meet other long-term financial objectives. Discuss with your financial advisor whether a variable annuity, optional benefits and which underlying Investment Options are appropriate for you, taking into consideration your age, income, net worth, tax status, insurance needs, financial objectives, investment goals, liquidity needs, time horizon, risk tolerance and other relevant information. Together you can decide if a variable annuity is right for you.

This Contract may not be the right one for you if you need to withdraw money for short-term needs, because withdrawal charges and tax penalties for early withdrawal may apply.

You should consider the Contract's investment and income benefits, as well as its costs.

The Contract is an annuity contract between you and Pacific Life. Annuity contracts have two phases, the accumulation phase and the annuitization phase. The two phases are discussed below.

This Contract is designed for long-term financial planning. It allows you to invest money on a tax-deferred basis for retirement or other goals, and/or to receive income in a variety of ways, including a series of income payments for life or for a specified period of years.

Non-Qualified and Qualified Contracts are available. You buy a Qualified Contract under a qualified retirement or pension plan, or some form of an individual retirement annuity or account (IRA). It is important to know that IRAs and qualified plans are already tax-deferred which means the tax deferral feature of a variable annuity does not provide a benefit in addition to that already offered by an IRA or qualified plan. An annuity contract should only be used to fund an IRA or qualified plan to benefit from the annuity's features other than tax deferral.

The Contract is a variable annuity, which means that your Contract Value fluctuates depending on the performance of the Investment Options you choose. The Contract allows you to choose how often you make Investments ("Purchase Payments") and how much you add each time, subject to certain limitations.

Your Right to Cancel ("Free Look")

During the Free Look period, you have the right to cancel your Contract and return it with instructions to us or to your financial advisor for a refund. The amount refunded may be more or less than the Purchase Payments you have made and the length of the Free Look period may vary, depending on the state where you signed your application and the type of Contract you purchased. You will find a complete description of the Free Look period that applies to your Contract on the Contract's cover sheet.

For more information about the Right to Cancel ("Free Look") period see **WITHDRAWALS – Right to Cancel ("Free Look")**.

The Accumulation Phase

The Investment Options you choose and how they perform will affect your Contract Value during the accumulation phase, as well as the amount available to annuitize on the Annuity Date.

The accumulation phase begins on your Contract Date and continues until your Annuity Date. During the accumulation phase, you can put money in your Contract by making Purchase Payments subject to certain limitations, and choose Investment Options in which to allocate them. You can also take money out of your Contract by making a withdrawal.

Investments ("Purchase Payments")

Your initial Purchase Payment must be at least $10,000 for a Non-Qualified Contract or a Qualified Contract. Additional Purchase Payments must be at least $250 for a Non-Qualified Contract and $50 for a Qualified Contract. Currently, we are not enforcing the minimum initial Purchase Payment on Qualified Contracts or the minimum additional Purchase Payment amounts on Qualified and Non-Qualified Contracts, but we reserve the right to enforce such minimums in the future.

If you purchase an optional rider, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments for any Rider, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit rider that you may own. We may reject or restrict additional Purchase Payments to help protect our ability to provide the guarantees under these riders.

For more information about Making Your Investments ("Purchase Payments") see **PURCHASING YOUR CONTRACT – Making Your Investments ("Purchase Payments")**.

Credit Enhancement

We will add an amount called a Credit Enhancement to your Contract Value each time you make a Purchase Payment.

For more information about the Credit Enhancement see **PURCHASING YOUR CONTRACT – Credit Enhancements.**

Investment Options

Ask your financial advisor to help you choose the right Investment Options for your goals and risk tolerance. Any financial firm or financial advisor you engage to provide advice and/or make transfers for you is not acting on our behalf. We are not responsible for any investment decisions or allocations you make, recommendations such financial advisors make or any allocations or specific transfers they choose to make on your behalf. Some broker-dealers may not allow or may limit the amount you may allocate to certain Investment Options.

You can choose from a selection of Variable Investment Options (also called Subaccounts), each of which invests in a corresponding Fund Portfolio. The value of each Portfolio will fluctuate with the value of the investments it holds, and returns are not guaranteed.

The purchase of an optional living benefit rider may limit the number of Investment Options that are otherwise available to you under the Contract while a rider is in effect. See **OPTIONAL LIVING BENEFIT RIDERS – General Information –** *Investment Allocation Requirements.*

You can also choose any available fixed option that earns a guaranteed rate of interest that will never be less than the minimum guaranteed interest rate specified in your Contract.

We allocate your Purchase Payments to the Investment Options you choose. Your Contract Value will fluctuate during the accumulation phase depending on the Investment Options you have chosen. You bear the investment risk of any Variable Investment Options you choose.

For more information about the Investment Options and the Investment Advisers see **YOUR INVESTMENT OPTIONS – Your Variable Investment Options**.

Transferring Among Investment Options

You can transfer among Investment Options any time, subject to certain limitations, until your Annuity Date without paying any current income tax. Transfers are limited to 25 for each calendar year. Only 2 transfers per month may involve the Invesco V.I. Balanced-Risk Allocation Fund, BlackRock Global Allocation V.I. Fund, GE Investments Total Return Fund, International Value Portfolio, International Small-Cap Portfolio, International Large-Cap Portfolio, Emerging Markets Portfolio, Emerging Markets Debt Portfolio, First Trust/Dow Jones Dividend & Income Allocation Portfolio, Fidelity VIP FundsManager 60% Portfolio, Mutual Global Discovery Securities Fund, Templeton Global Bond Securities Fund or PIMCO Global Multi-Asset Portfolio Investment Options. In addition, only 2 transfers into or out of each American Funds (American Funds Asset Allocation Portfolio, American Funds Growth Portfolio or American Funds Growth-

Income Portfolio), Global Absolute Return Portfolio, Currency Strategies Portfolio, Precious Metals Portfolio, Lord Abbett Bond Debenture Portfolio, MFS Utilities Series, PIMCO CommodityRealReturn Strategy Portfolio, or Van Eck Global Hard Assets Fund Investment Option may occur in any calendar month. If you have used all 25 transfers in a calendar year, you may make 1 additional transfer of all or a portion of your Variable Account Value to the Cash Management Portfolio Investment Option before the start of the next calendar year. You can also make systematic transfers by enrolling in our dollar cost averaging, portfolio rebalancing or earnings sweep programs. Transfers made under these systematic transfer programs or automatic quarterly rebalancing under the Custom Model program are excluded from these limitations. Some restrictions may apply to transfers to or from any fixed option.

Transfers to or from a Variable Investment Option cannot be made before the seventh calendar day following the last transfer to or from the same Variable Investment Option. If the seventh calendar day is not a Business Day, then a transfer may not occur until the next Business Day. The day of the last transfer is not considered a calendar day for purposes of meeting this requirement.

For more information about transfers and transfer limitations see **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Transfers and Market-timing Restrictions**.

Withdrawals

You can make full and partial withdrawals to supplement your income or for other purposes. You can withdraw a certain amount each year without paying a withdrawal charge, but any amount withdrawn in excess of this amount may incur a withdrawal charge on Purchase Payments that are less than 9 years old. Some restrictions may apply to making partial withdrawals from any fixed option.

In general, you may have to pay income taxes on withdrawals or other distributions from your Contract. If you are under age 59½, a 10% federal tax penalty may also apply to taxable withdrawals.

For more information about withdrawals and withdrawal minimums see **WITHDRAWALS – Optional Withdrawals**.

The Annuitization Phase

The annuitization phase of your Contract begins on your Annuity Date. Generally, you can choose to surrender your Contract and receive a single payment or you can annuitize your Contract and receive a series of income payments over a fixed period or for life.

You can choose fixed or variable annuity payments, or a combination of both. Variable annuity payments may not be available in all states. You can choose monthly, quarterly, semi-annual or annual payments. We will make the income payments to you or your designated payee. The Owner is responsible for any tax consequences of any annuity payments.

If you choose variable annuity payments, the amount of the payments will fluctuate depending on the performance of the Variable Investment Options you choose. After your Annuity Date, if you choose variable annuity payments, you can exchange your Subaccount Annuity Units among the Variable Investment Options up to 4 times in any 12-month period.

For more information about annuitization see **ANNUITIZATION** *and for annuity options available under the Contract see* **ANNUITIZATION – Choosing Your Annuity Option –** *Annuity Options.*

The Death Benefit

Generally, the Contract provides a death payout upon the first death of an Owner or the death of the sole surviving Annuitant, whichever occurs first, during the accumulation phase. Death benefit proceeds are payable when we receive proof of death and payment instructions In Proper Form. To whom we pay a death benefit, and how we calculate the death benefit amount depends on who dies first and the type of Contract you own.

For more information about the death benefit see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**.

Optional Riders

Optional Riders are subject to availability (including state availability) and may be discontinued for purchase at anytime without prior notice. Before purchasing any optional Rider, make sure you understand all of the terms and conditions and consult with your financial advisor for advice on whether an optional Rider is appropriate for you. We reserve the right to restrict the purchase of an optional living benefit Rider to only Contract issue in the future. Your election to purchase an optional Rider must be received In Proper Form.

We reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments for any Rider, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own. We may reject or restrict additional Purchase Payments to help protect our ability to provide the

guarantees under these riders. ***See the Subsequent Purchase Payments*** **subsection for any of the optional living benefit riders in the OPTIONAL LIVING BENEFIT RIDERS section for additional information.**

Stepped-Up Death Benefit

This optional Rider offers you the ability to lock in market gains for your beneficiaries with a stepped-up death benefit, which is the highest Contract Value on any previous Contract Anniversary (prior to the Annuitant's 81st birthday) adjusted for additional Purchase Payments and withdrawals. You can only buy this Rider when you buy your Contract.

For more information about the Stepped-Up Death Benefit see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS –** ***Stepped-Up Death Benefit***.

Earnings Enhancement Guarantee (EEG)

This optional Rider may provide for an additional amount (EEG Amount) to be included in the death benefit proceeds when such proceeds become payable as a result of the sole surviving Annuitant's death or first death of an Owner who is also an Annuitant. You may buy EEG on the Contract Date or on the first Contract Anniversary.

If you buy EEG within 60 days after the Contract Date or within 60 days after the first Contract Anniversary, we will make the EEG effective date coincide with that Contract Date or Contract Anniversary.

The Earnings Enhancement Guarantee (EEG), EEG Amount and EEG Charge are called the Guaranteed Earnings Enhancement (GEE), GEE Amount, and GEE Charge, respectively, in the Rider attached to your Contract.

For more information about EEG see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Earnings Enhancement Guarantee (EEG)**.

Optional Living Benefit Riders

Living benefit riders available through this Contract, for an additional cost, are categorized as guaranteed minimum withdrawal benefit or guaranteed minimum accumulation benefit riders. The following is a list (which may change from time to time) of riders currently available:

Guaranteed Minimum Withdrawal Benefit

- CoreIncome Advantage 4 Select (Single or Joint)
- CoreIncome Advantage Select (Single or Joint)
- Income Access Select

The guaranteed minimum withdrawal benefit riders focus on providing an income stream for life or over a certain period through withdrawals during the accumulation phase, if certain conditions are met. The riders have the same basic structure with differences in the percentage that may be withdrawn each year, how long the withdrawals may last (for example, certain number of years, for a single life or for joint lives), and what age lifetime withdrawals may begin, if applicable. The riders also offer the potential to lock in market gains on each Contract Anniversary which may increase the annual amount you may withdraw each year under the rider. The riders provide an income stream regardless of market performance, even if your Contract Value is reduced to zero.

Guaranteed Minimum Accumulation Benefit

- Guaranteed Protection Advantage 3 Select

The guaranteed minimum accumulation benefit rider focuses on providing principal protection, if certain conditions are met. If your Contract Value is less than the protected amount at the end of a 10-year term, we will make up the difference by making a one-time addition to your Contract Value. The rider also offers the potential to increase the protected amount by locking in any Contract Value increases after a certain number of years. If you lock in any Contract Value increases, the new protected amount will equal your Contract Value and a new 10-year term will begin.

Additional Information Applicable to Optional Living Benefit Riders

You can find more information about the costs associated with the optional riders within the next few pages and in the **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges** section. You can find complete information about each optional rider and its key features and benefits in the **OPTIONAL LIVING BENEFIT RIDERS** section.

You may purchase an optional Rider on the Contract Date or on any Contract Anniversary (if available). In addition, if you purchase a Rider within 60 days after the Contract Date or, if available, within 60 days after any Contract Anniversary, the Rider Effective Date will be that Contract Date or Contract Anniversary. Your election to purchase an optional Rider must be received In Proper Form.

At initial purchase and during the entire time that you own an optional living benefit Rider, you must invest your entire Contract Value in an asset allocation program or in Investment Options we make available for these Riders. The allocation limitations associated with these Riders may limit the number of Investment Options that are otherwise available to you under your Contract. See **OPTIONAL LIVING BENEFIT RIDERS – General Information –** *Investment Allocation Requirements*. Failure to adhere to the Investment Allocation Requirements may cause your Rider to terminate. **We reserve the right to add, remove or change asset allocation programs or Investment Options we make available for these Riders at any time. We may make such a change due to a fund reorganization, fund substitution, to help protect our ability to provide the guarantees under these riders, or otherwise.**

Distributions made due to a request for partial annuitization, divorce instructions or under Code Section 72(t)/72(q) (substantially equal periodic payments) are treated as withdrawals for Contract purposes and may adversely affect Rider benefits.

Taking a withdrawal before a certain age or a withdrawal that is greater than the annual withdrawal amount (“excess withdrawal”) under a particular Rider may result in adverse consequences such as a permanent reduction in Rider benefits or the failure to receive lifetime withdrawals under a Rider.

Some optional riders allow for owner elected Resets/Step-Ups. If you elect to Reset/Step-Up, your election must be received, In Proper Form, within 60 days after the Contract Anniversary (“60 day period”) on which the Reset/Step-Up is effective. We may, at our sole discretion, allow Resets/Step-Ups after the 60 day period. We reserve the right to refuse a Reset/Step-Up request after the 60 day period regardless of whether we may have allowed you or others to Reset/Step-Up in the past. Each Contract Anniversary starts a new 60 day period in which a Reset/Step-Up may be elected.

Taking a loan while an optional living benefit Rider is in effect will terminate your Rider. Work with your financial advisor before taking a loan.

Work with your financial advisor to review the different riders available for purchase, how they function, how the riders differ from one another, and to understand all of the terms and conditions of an optional rider prior to purchase.

Fees and Expenses

This section of the overview explains the fees and expenses that you will pay when buying, owning and surrendering your Pacific Value Select Contract.

Contract Transaction Expenses

The following describes the transaction fees and expenses that you may pay when you make withdrawals or surrender your Contract. Expenses are fixed under the terms of your Contract. Premium taxes and/or other taxes also apply to your Contract. We generally charge state premium taxes and/or other taxes when you annuitize your Contract, but there are other times when we charge them to your Contract instead. Please see your Contract for details.

- Maximum Withdrawal Charge (as a percentage of Purchase Payments withdrawn)[1]

"Age" of Payment in Years:	1	2	3	4	5	6	7	8	9 or more
Withdrawal Charge Percentage:	9%	9%	8%	7%	6%	5%	4%	2%	0%

Periodic Expenses

The following describes the fees and expenses that you will pay periodically during the time you own your Contract, not including Portfolio fees and expenses.

• Annual Fee[2]	$40.00

Separate Account A Annual Expenses (as a percentage of the average daily Variable Account Value[3]):

	Without Stepped-Up Death Benefit Rider	With Stepped-Up Death Benefit Rider Only
• Mortality and Expense Risk Charge[4]	1.45%	1.45%
• Administrative Fee[4]	0.15%	0.15%
• Stepped-Up Death Benefit Rider Charge[4,5]	N/A	0.20%
• Total Separate Account A Annual Expenses	1.60%	1.80%

Loan Expenses (interest on Contract Debt) (Loans are only available with certain Qualified Contracts. See **FEDERAL TAX ISSUES – Qualified Contracts – General Rules –** *Loans*):

• Loan Interest Rate (net)[6]	2.00%

Optional Rider[7] Annual Expenses:

	Maximum Charge Percentage
Guaranteed Minimum Withdrawal Benefit	
CoreIncome Advantage 4 Select Charge (Single)[8]	1.00%
CoreIncome Advantage 4 Select Charge (Joint)[8]	1.50%
CoreIncome Advantage Select Charge (Single)[9]	2.00%
CoreIncome Advantage Select Charge (Joint)[9]	2.50%
Income Access Select Charge[10]	2.75%
Guaranteed Minimum Accumulation Benefit	
Guaranteed Protection Advantage 3 Select Charge[11]	2.25%

	Current Charge Percentage	Maximum Charge Percentage
Guaranteed Minimum Withdrawal Benefit		
CoreIncome Advantage Plus Charge (Single)[12]	0.45%	1.20%
CoreIncome Advantage Plus Charge (Joint)[12]	0.65%	1.50%
CoreIncome Advantage 5 Plus Charge (Single)[13]	0.90%	1.50%
CoreIncome Advantage 5 Plus Charge (Joint)[13]	1.35%	1.75%
CoreProtect Advantage Charge[14]	1.10%	1.50%
Income Access Charge[15]		
If the Rider Effective Date is on or after October 1, 2012	1.30%	1.75%
If the Rider Effective Date is before October 1, 2012	0.75%	0.75%

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	Current Charge Percentage	Maximum Charge Percentage
Guaranteed Minimum Accumulation Benefit		
Guaranteed Protection Advantage 3 (GPA 3) Charge[16]		
If the Rider Effective Date is on or after October 1, 2012	1.45%	1.75%
If the Rider Effective Date is before October 1, 2012	1.00%	1.00%
Guaranteed Protection Advantage 5 (GPA 5) Charge[17]	0.75%	0.75%
Optional Death Benefit		
Earnings Enhancement Guarantee (EEG) Charge[18]	0.25%	0.25%

[1]The withdrawal charge may or may not apply or may be reduced under certain circumstances. The age is measured from the date of each Purchase Payment. For situations where a withdrawal charge may not apply, see **CHARGES, FEES AND DEDUCTIONS** and see **WITHDRAWALS –** *Withdrawals Free of a Withdrawal Charge* for situations where the withdrawal charge amount may be reduced.

[2]We deduct an Annual Fee on each Contract Anniversary up to your Annuity Date and when you make a full withdrawal if the Contract Value on these days is less than $50,000 after deducting any outstanding loan and interest (your Net Contract Value). See **CHARGES, FEES AND DEDUCTIONS**.

[3]The Variable Account Value is the value of your Variable Investment Options on any Business Day.

[4]This is an annual rate and is assessed on a daily basis. The daily rate is calculated by dividing the annual rate by 365.

[5]If you buy an optional Death Benefit Rider, we will add this charge to the Mortality and Expense Risk Charge until your Annuity Date.

[6]If we process a loan on your Contract, we will charge you a gross interest rate of 5.00% on your outstanding principal amount. We will credit you the amount of 3.00% on any Contract Value attributed to your Loan Account. The net amount of interest you pay on your loan will be 2.00% annually. See **FEDERAL TAX ISSUES – Qualified Contracts – General Rules –** *Loans*.

[7]Only one guaranteed minimum withdrawal benefit rider may be owned or in effect at the same time. Only one guaranteed minimum accumulation benefit rider may be owned or in effect at the same time.

[8]If you buy CoreIncome Advantage 4 Select (Single) or (Joint), the annual charge is deducted from your Contract Value on a quarterly basis. The quarterly charge is the charge percentage in effect for you (divided by 4) multiplied by the Protected Payment Base. The initial Protected Payment Base is equal to the initial Purchase Payment if purchased at Contract issue or is equal to the Contract Value if the Rider is purchased on a Contract Anniversary. For a complete explanation of the Protected Payment Base, see **OPTIONAL LIVING BENEFIT RIDERS – CoreIncome Advantage 4 Select (Single)** or **(Joint)**. The quarterly amount deducted may increase or decrease due to changes in your Protected Payment Base and/or due to changes in the annual charge percentage applied. Your Protected Payment Base may increase due to additional Purchase Payments, decrease due to withdrawals or also change due to Resets. We deduct the charge proportionately from your Investment Options (excluding the DCA Plus Fixed Option) every quarter following the Rider Effective Date, during the term of the Rider and while the Rider is in effect, and when the Rider is terminated. The charge may be waived under certain circumstances. See **CHARGES, FEES, AND DEDUCTIONS – Optional Rider Charges**.

[9]If you buy CoreIncome Advantage Select (Single) or (Joint), the annual charge is deducted from your Contract Value on a quarterly basis. The quarterly charge is the charge percentage in effect for you (divided by 4) multiplied by the Protected Payment Base. The initial Protected Payment Base is equal to the initial Purchase Payment if purchased at Contract issue or is equal to the Contract Value if the Rider is purchased on a Contract Anniversary. For a complete explanation of the Protected Payment Base, see **OPTIONAL LIVING BENEFIT RIDERS – CoreIncome Advantage Select (Single)** or **(Joint)**. The quarterly amount deducted may increase or decrease due to changes in your Protected Payment Base and/or due to changes in the annual charge percentage applied. Your Protected Payment Base may increase due to additional Purchase Payments, decrease due to withdrawals or also change due to Resets. We deduct the charge proportionately from your Investment Options (excluding the DCA Plus Fixed Option) every quarter following the Rider Effective Date, during the term of the Rider and while the Rider is in effect, and when the Rider is terminated. The charge may be waived under certain circumstances. See **CHARGES, FEES, AND DEDUCTIONS – Optional Rider Charges**.

[10]If you buy Income Access Select, the annual charge is deducted from your Contract Value on a quarterly basis. The quarterly charge is the charge percentage in effect for you (divided by 4) multiplied by the Protected Payment Base. The initial Protected Payment Base is equal to the initial Purchase Payment if purchased at Contract issue or is equal to the Contract Value if the Rider is purchased on a Contract Anniversary. For a complete explanation of the Protected Payment Base, see **OPTIONAL LIVING BENEFIT RIDERS – Income Access Select**. The quarterly amount deducted may increase or decrease due to changes in your Protected Payment Base and/or due to changes in the annual charge percentage applied. Your Protected Payment Base may increase due to additional Purchase Payments, decrease due to withdrawals or also change due to Resets. We deduct the charge proportionately from your Investment Options (excluding the DCA Plus Fixed Option) every quarter following the Rider Effective Date, during the term of the Rider and while the Rider is in effect, and when the Rider is terminated. The charge may be waived under certain circumstances. See **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges.**

[11]If you buy Guaranteed Protection Advantage 3 Select, the annual charge is deducted from your Contract Value on a quarterly basis. The quarterly charge is the charge percentage in effect for you (divided by 4) multiplied by the Guaranteed Protection Amount. The initial Guaranteed Protection Amount is equal to the initial Purchase Payment if purchased at Contract issue or is equal to the Contract Value if the Rider is purchased on a Contract Anniversary. For a complete explanation of the Guaranteed Protection Amount, see **OPTIONAL LIVING BENEFIT RIDERS – Guaranteed Protection Advantage 3 Select**. The quarterly amount deducted may increase or decrease due to changes in your Guaranteed Protection Amount and/or due to changes in the annual charge percentage applied. Your Guaranteed Protection Amount may increase due to additional Purchase Payments made the first year of a Term, decrease due to withdrawals or also change due to Step-Ups. We deduct the charge proportionately from your Investment Options (excluding the DCA Plus Fixed Option) every quarter following the Rider Effective Date, during the term of the Rider and while the Rider is in effect, and when the Rider is terminated. The charge may be waived under certain circumstances. See **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges**.

[12]If you purchased CoreIncome Advantage Plus (Single) or (Joint), the annual charge is deducted from your Contract Value on a quarterly basis. The quarterly charge is the current charge percentage (divided by 4) multiplied by the Protected Payment Base. The initial Protected Payment Base is equal to the initial Purchase Payment if purchased at Contract issue or is equal to the Contract Value if the Rider is purchased on a Contract Anniversary. For a complete explanation of the Protected Payment Base, see **APPENDIX H**. The quarterly amount deducted may increase or decrease due to changes in your Protected Payment Base. Your Protected Payment Base may increase due to additional Purchase Payments, decrease due to withdrawals or also change due to Resets. We deduct the charge proportionately from your Investment Options (excluding the DCA Plus Fixed Option) every quarter following the Rider Effective Date, during the term of the Rider and while the Rider is in effect, and when the Rider is terminated. Under the Single version, we will waive the annual charge if the Rider terminates as a result of the death of an Owner or sole surviving Annuitant, upon full annuitization of your Contract, or if your Contract Value is zero. Under the Joint version, we will waive the annual charge if the Rider terminates as a result of the death of the surviving Designated Life, upon full annuitization of your Contract, or if your Contract Value is zero. Upon annuitization, the annual charge is only waived for the quarter that annuitization occurs. If the Rider terminates as a result of death, any annual charge deducted

between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date. See **CHARGES, FEES, AND DEDUCTIONS – Optional Rider Charges**. CoreIncome Advantage Plus (Single or Joint) is no longer available for purchase.

[13]If you purchased CoreIncome Advantage 5 Plus (Single) or (Joint), the annual charge is deducted from your Contract Value on a quarterly basis. The quarterly charge is the current charge percentage (divided by 4) multiplied by the Protected Payment Base. The initial Protected Payment Base is equal to the initial Purchase Payment if purchased at Contract issue or is equal to the Contract Value if the Rider is purchased on a Contract Anniversary. For a complete explanation of the Protected Payment Base, see **APPENDIX H**. The quarterly amount deducted may increase or decrease due to changes in your Protected Payment Base. Your Protected Payment Base may increase due to additional Purchase Payments, decrease due to withdrawals or also change due to Resets. We deduct the charge proportionately from your Investment Options (excluding the DCA Plus Fixed Option) every quarter following the Rider Effective Date, during the term of the Rider and while the Rider is in effect, and when the Rider is terminated. Under the Single version, we will waive the annual charge if the Rider terminates as a result of the death of an Owner or sole surviving Annuitant, upon full annuitization of your Contract, or if your Contract Value is zero. Under the Joint version, we will waive the annual charge if the Rider terminates as a result of the death of the surviving Designated Life, upon full annuitization of your Contract, or if your Contract Value is zero. Upon annuitization, the annual charge is only waived for the quarter that annuitization occurs. If the Rider terminates as a result of death, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date. See **CHARGES, FEES, AND DEDUCTIONS – Optional Rider Charges**. CoreIncome Advantage 5 Plus (Single or Joint) is no longer available for purchase.

[14]If you purchased CoreProtect Advantage, the annual charge is deducted from your Contract Value on a quarterly basis. The quarterly charge is the current charge percentage (divided by 4) multiplied by the Protected Payment Base. The initial Protected Payment Base is equal to the initial Purchase Payment if purchased at Contract issue or is equal to the Contract Value if the Rider is purchased on a Contract Anniversary. For a complete explanation of the Protected Payment Base, see **APPENDIX H**. The quarterly amount deducted may increase or decrease due to changes in your Protected Payment Base. Your Protected Payment Base may increase due to additional Purchase Payments, increases to the Annual Credit Value or Highest Anniversary Value, decrease due to withdrawals or also change due to Resets. We deduct this charge proportionately from your Investment Options (excluding the DCA Plus Fixed Option) every quarter following the Rider Effective Date, during the term of the Rider and while the Rider is in effect, and when the Rider is terminated. We will waive the annual charge if the Rider terminates as a result of the death of an Owner or sole surviving Annuitant, upon full annuitization of your Contract or if your Contract Value is zero. Upon annuitization, the annual charge is only waived for the quarter that annuitization occurs. If the Rider terminates as a result of death, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date. See **CHARGES, FEES, AND DEDUCTIONS – Optional Rider Charges**. CoreProtect Advantage is no longer available for purchase.

[15]If you purchased Income Access, the annual charge is equal to the current charge percentage multiplied by the Contract Value. The charge is deducted from your Contract Value on an annual basis. We deduct this charge proportionately from your Investment Options on each Contract Anniversary following the Effective Date of the Rider during the term of the Rider and while the Rider is in effect, and when the Rider is terminated. Under the terms and conditions of the Rider, the annual charge percentage may change to the current charge percentage if an Automatic Reset or Owner-Elected Reset occurs, but will never be more than the maximum charge percentage. We will waive the annual charge if the Rider terminates as a result of the death of an Owner or sole surviving Annuitant or upon full annuitization of your Contract. Upon annuitization, the annual charge is only waived for the Contract Year that annuitization occurs. If the Rider terminates as a result of death, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date. See **CHARGES, FEES, AND DEDUCTIONS – Optional Rider Charges**. Income Access is no longer available for purchase.

[16]If you purchased GPA 3, the annual charge is equal to the current charge percentage multiplied by the Guaranteed Protection Amount. The charge is deducted from your Contract Value on an annual basis. The initial Guaranteed Protection Amount is equal to the initial Purchase Payment if purchased at Contract issue or is equal to Contract Value if the Rider is purchased on a Contract Anniversary. For a complete explanation of the Guaranteed Protection Amount, see **APPENDIX H**. We deduct this charge proportionately from your Investment Options on each Contract Anniversary following the Effective Date of the Rider during the term of the Rider and while the Rider is in effect, and when the Rider is terminated. Under the terms and conditions of the Rider, the annual charge percentage may change to the current charge percentage if a Step-Up is elected but will never be more than the maximum charge percentage. We will waive the annual charge if the Rider terminates as a result of the death of an Owner or sole surviving Annuitant or upon full annuitization of your Contract. Upon annuitization, the annual charge is only waived for the Contract Year that annuitization occurs. If the Rider terminates as a result of death, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date. See **CHARGES, FEES, AND DEDUCTIONS – Optional Rider Charges.** GPA 3 is no longer available for purchase.

[17]If you purchased GPA 5, the annual charge is equal to the current charge percentage multiplied by the Contract Value. The charge is deducted from your Contract Value on an annual basis. We deduct this charge proportionately from your Investment Options on each Contract Anniversary following the Effective Date of the Rider during the term of the Rider and while the Rider is in effect, and when the Rider is terminated. Under the terms and conditions of the Rider, the annual charge percentage may change to the current charge percentage if a Step-Up is elected but will never be more than the maximum charge percentage. We will waive the annual charge if the Rider terminates as a result of the death of an Owner or sole surviving Annuitant or upon full annuitization of your Contract. Upon annuitization, the annual charge is only waived for the Contract Year that annuitization occurs. If the Rider terminates as a result of death, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date. See **CHARGES, FEES, AND DEDUCTIONS – Optional Rider Charges.** GPA 5 is no longer available for purchase.

[18]If you buy EEG, the annual charge is equal to the current charge percentage multiplied by the Contract Value, deducted on an annual basis. We deduct this charge proportionately from your Investment Options on each Contract Anniversary following the date you purchase the Rider, and when you make a full withdrawal, if EEG is in effect on that date. See **CHARGES, FEES AND DEDUCTIONS**.

Total Annual Fund Operating Expenses

For more about the underlying Funds see **YOUR INVESTMENT OPTIONS – Your Variable Investment Options**, *and see each underlying Fund Prospectus.*

This table shows the minimum and maximum total annual operating expenses incurred by the Portfolios that you indirectly pay during the time you own the Contract. This table shows the range (minimum and maximum) of fees and expenses (including management fees, shareholder servicing and/or distribution (12b-1) fees, and other expenses) charged by any of the Portfolios, expressed as an annual percentage of average daily net assets. The amounts are based on expenses paid in the year ended December 31, 2012, adjusted to reflect anticipated changes in fees and expenses, or, for new Portfolios, are based on estimates for the current fiscal year.

Each Variable Account of the Separate Account purchases shares of the corresponding Fund Portfolio at net asset value. The net asset value reflects the investment advisory fees and other expenses that are deducted from the assets of the Portfolio. The advisory fees and other expenses are not fixed or specified under the terms of the Contract, and they may vary from year to year. These fees and expenses are described in each Fund Prospectus.

	Minimum	Maximum
Range of total annual portfolio operating expenses before any waivers or expense reimbursements	0.28%	2.73%
Range of total annual portfolio operating expenses after any waivers or expense reimbursements	0.28%	2.20%

To help limit Fund expenses, Fund advisers have contractually agreed to reduce investment advisory fees or otherwise reimburse certain Portfolios of their respective Funds which may reduce the Portfolio's expenses. The range of expenses in the first row above does not include the effect of any waiver and/or expense reimbursement arrangement. The range of expenses in the second row above includes the effect of Fund waiver and/or expense reimbursement arrangements that are in effect. The waiver and/or reimbursement arrangements vary in length. There can be no assurance that Fund expense waivers or reimbursements will be extended beyond their current terms as outlined in each Fund prospectus, and they may not cover certain expenses such as extraordinary expenses. **See each Fund prospectus for complete information regarding annual operating expenses and any waivers or reimbursements in effect for a particular Fund.**

Examples

The following examples are intended to help you compare the cost of investing in your Contract with the cost of investing in other variable annuity contracts. The maximum amounts reflected below include the maximum periodic Contract expenses, Contract Transaction Expenses, Separate Account annual expenses and the Portfolio with the highest fees and expenses for the year ended December 31, 2012. The maximum amounts also include the combination of optional Riders whose cumulative maximum charge expenses totaled more than any other optional Rider combination. The optional Riders included are Stepped-Up Death Benefit, EEG, Income Access Select and Guaranteed Protection Advantage 3 Select. The minimum amounts reflected below include the minimum periodic Contract expenses, Separate Account annual expenses and the Portfolio with the lowest fees and expenses for the year ended December 31, 2012. The minimum amounts do not include any optional Riders.

The examples assume that you invest $10,000 in the Contract for the time periods indicated. They also assume that your Purchase Payment has a 5% return each year and assumes the maximum and minimum fees and expenses of all of the Investment Options available. Although your actual costs may be higher or lower, based on these assumptions, your maximum and minimum costs would be:

• If you surrendered your Contract:

	1 Year	3 Years	5 Years	10 Years
Maximum*	$1,791	$3,600	$5,236	$8,867
Minimum*	$1,014	$1,352	$1,626	$2,347

• If you annuitized your Contract:

	1 Year	3 Years	5 Years	10 Years
Maximum*	$1,791	$2,880	$4,696	$8,867
Minimum*	$1,014	$632	$1,086	$2,347

• If you did not surrender, nor annuitize, but left the money in your Contract:

	1 Year	3 Years	5 Years	10 Years
Maximum*	$981	$2,880	$4,696	$8,867
Minimum*	$204	$632	$1,086	$2,347

* In calculating the examples above, we used the maximum and minimum total operating expenses of all the Portfolios as shown in the **Fees And Expenses** section of each Fund Prospectus. For more information on Contract fees and expenses, see **CHARGES, FEES AND DEDUCTIONS** in this Prospectus, and see each Fund Prospectus. See the **FINANCIAL HIGHLIGHTS** section in this Prospectus for condensed financial information about the Subaccounts.

Some broker-dealers may not allow or may limit the amount you may allocate to certain Investment Options. Work with your financial advisor to help you choose the right Investment Options for your investment goals and risk tolerance.

You may choose among the different Variable Investment Options and the DCA Plus Fixed Option.

Your Variable Investment Options

Each Variable Investment Option invests in a separate Fund Portfolio. For your convenience, the following chart summarizes some basic data about each Portfolio. **This chart is only a summary. For more complete information on each Portfolio, including a discussion of the Portfolio's investment techniques and the risks associated with its investments, see the applicable Fund Prospectus. No assurance can be given that a Portfolio will achieve its investment objective. YOU SHOULD READ EACH FUND PROSPECTUS CAREFULLY BEFORE INVESTING.**

PACIFIC SELECT FUND	INVESTMENT GOAL	MANAGER
Emerging Markets Debt Portfolio	Seeks to maximize total return consistent with prudent investment management.	Ashmore Investment Management Limited
International Small-Cap Portfolio	Seeks long-term growth of capital.	Batterymarch Financial Management, Inc.
Mid-Cap Value Portfolio	Seeks long-term growth of capital.	BlackRock Capital Management, Inc.
Equity Index Portfolio	Seeks investment results that correspond to the total return of common stocks that are publicly traded in the U.S.	BlackRock Investment Management, LLC
Large-Cap Growth Portfolio	Seeks long-term growth of capital; current income is of secondary importance.	BlackRock Investment Management, LLC
Small-Cap Index Portfolio	Seeks investment results that correspond to the total return of an index of small-capitalization companies.	BlackRock Investment Management, LLC
Small-Cap Equity Portfolio	Seeks long-term growth of capital.	Franklin Advisory Services, LLC & BlackRock Investment Management, LLC
American Funds Asset Allocation Portfolio	Seeks high total returns (including income and capital gains) consistent with preservation of capital over the long-term.	Capital Research and Management Company (adviser to the Master Asset Allocation Fund)
American Funds Growth-Income Portfolio	Seeks long-term growth of capital and income.	Capital Research and Management Company (adviser to the Master Growth-Income Fund)
American Funds Growth Portfolio	Seeks long-term growth of capital.	Capital Research and Management Company (adviser to the Master Growth Fund)
Large-Cap Value Portfolio	Seeks long-term growth of capital; current income is of secondary importance.	ClearBridge Investments, LLC
Technology Portfolio	Seeks long-term growth of capital.	Columbia Management Investment Advisers, LLC
Floating Rate Loan Portfolio	Seeks a high level of current income.	Eaton Vance Management
Global Absolute Return Portfolio	Seeks to provide total return.	Eaton Vance Management
Small-Cap Growth Portfolio	Seeks capital appreciation; no consideration is given to income.	Fred Alger Management, Inc.
Comstock Portfolio	Seeks long-term growth of capital.	Invesco Advisers, Inc.
Focused 30 Portfolio	Seeks long-term growth of capital.	Janus Capital Management LLC
Health Sciences Portfolio	Seeks long-term growth of capital.	Jennison Associates LLC

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PACIFIC SELECT FUND	INVESTMENT GOAL	MANAGER
International Value Portfolio	Seeks long-term capital appreciation primarily through investment in equity securities of corporations domiciled in countries with developed economies and markets other than the U.S. Current income from dividends and interest will not be an important consideration.	J.P. Morgan Investment Management Inc.
Long/Short Large-Cap Portfolio	Seeks above-average total returns.	J.P. Morgan Investment Management Inc.
Value Advantage Portfolio	Seeks to provide long-term total return from a combination of income and capital gains.	J.P. Morgan Investment Management Inc.
Growth Portfolio *(formerly called Growth LT)*	Seeks long-term growth of capital.	MFS Investment Management
International Large-Cap Portfolio	Seeks long-term growth of capital.	MFS Investment Management
Mid-Cap Growth Portfolio	Seeks long-term growth of capital.	Morgan Stanley Investment Management Inc.
Real Estate Portfolio	Seeks current income and long-term capital appreciation.	Morgan Stanley Investment Management Inc.
Small-Cap Value Portfolio	Seeks long-term growth of capital.	NFJ Investment Group LLC
Main Street Core Portfolio	Seeks long-term growth of capital and income.	OppenheimerFunds, Inc.
Emerging Markets Portfolio	Seeks long-term growth of capital.	OppenheimerFunds, Inc.
Cash Management Portfolio	Seeks current income consistent with preservation of capital.	Pacific Asset Management
Floating Rate Income Portfolio	Seeks a high level of current income.	Pacific Asset Management
High Yield Bond Portfolio	Seeks a high level of current income.	Pacific Asset Management
Managed Bond Portfolio	Seeks to maximize total return consistent with prudent investment management.	Pacific Investment Management Company LLC
Inflation Managed Portfolio	Seeks to maximize total return consistent with prudent investment management.	Pacific Investment Management Company LLC
Pacific Dynamix – Conservative Growth Portfolio	Seeks current income and moderate growth of capital.	Pacific Life Fund Advisors LLC
Pacific Dynamix – Moderate Growth Portfolio	Seeks long-term growth of capital and low to moderate income.	Pacific Life Fund Advisors LLC
Pacific Dynamix – Growth Portfolio	Seeks moderately high, long-term growth of capital with low, current income.	Pacific Life Fund Advisors LLC
Portfolio Optimization Conservative Portfolio	Seeks current income and preservation of capital.	Pacific Life Fund Advisors LLC
Portfolio Optimization Moderate-Conservative Portfolio	Seeks current income and moderate growth of capital.	Pacific Life Fund Advisors LLC
Portfolio Optimization Moderate Portfolio	Seeks long-term growth of capital and low to moderate income.	Pacific Life Fund Advisors LLC
Portfolio Optimization Growth Portfolio	Seeks moderately high, long-term capital appreciation with low, current income.	Pacific Life Fund Advisors LLC

PACIFIC SELECT FUND	INVESTMENT GOAL	MANAGER
Portfolio Optimization Aggressive-Growth Portfolio	Seeks high, long-term capital appreciation.	Pacific Life Fund Advisors LLC
Mid-Cap Equity Portfolio	Seeks capital appreciation.	Scout Investments, Inc.
Dividend Growth Portfolio	Seeks long-term growth of capital.	T. Rowe Price Associates, Inc.
Short Duration Bond Portfolio	Seeks current income; capital appreciation is of secondary importance.	T. Rowe Price Associates, Inc.
Currency Strategies Portfolio	Seeks to provide total return.	UBS Global Asset Management (Americas) Inc.
Precious Metals Portfolio	Seeks long-term growth of capital.	Wells Capital Management Incorporated
Diversified Bond Portfolio	Seeks to maximize total return consistent with prudent investment management.	Western Asset Management Company
Inflation Protected Portfolio	Seeks to maximize total return consistent with prudent investment management.	Western Asset Management Company

AIM VARIABLE INSURANCE FUNDS (INVESCO VARIABLE INSURANCE FUNDS)	INVESTMENT GOAL	MANAGER
Invesco V.I. Balanced-Risk Allocation Fund Series II	Total return with a low to moderate correlation to traditional financial market indices.	Invesco Advisers, Inc.

ALLIANCEBERNSTEIN VARIABLE PRODUCTS SERIES FUND, INC.	INVESTMENT GOAL	MANAGER
AllianceBernstein VPS Balanced Wealth Strategy Portfolio Class B** **Currently, we do not accept purchase orders for this Portfolio.	Maximize total return consistent with the adviser's determination of reasonable risk.	AllianceBernstein L.P.

AMERICAN CENTURY VARIABLE PORTFOLIOS, INC.	INVESTMENT GOAL	MANAGER
American Century VP Mid Cap Value Class II	Seeks long-term capital growth. Income is a secondary objective.	American Century Investment Management, Inc.

BLACKROCK VARIABLE SERIES FUNDS, INC.	INVESTMENT GOAL	MANAGER
BlackRock Global Allocation V.I. Fund Class III	Seeks high total investment return.	BlackRock Advisors, LLC

FIDELITY VARIABLE INSURANCE PRODUCTS FUNDS	INVESTMENT GOAL	MANAGER
Fidelity VIP Contrafund Portfolio Service Class 2	Seeks long-term capital appreciation.	Fidelity Management & Research Co., Inc.
Fidelity VIP FundsManager 60% Portfolio Service Class 2	Seeks high total return.	Strategic Advisers, Inc.

FIRST TRUST VARIABLE INSURANCE TRUST	INVESTMENT GOAL	MANAGER
First Trust/Dow Jones Dividend & Income Allocation Portfolio	Seeks to provide total return by allocating among dividend-paying stocks and investment grade bonds.	First Trust Advisors L.P.

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST	INVESTMENT GOAL	MANAGER
Franklin Rising Dividends Securities Fund Class 2	Seeks long-term capital appreciation. Preservation of capital, while not a goal, is also an important consideration.	Franklin Advisory Services, LLC
Franklin Templeton VIP Founding Funds Allocation Fund Class 4	Seeks capital appreciation, with income as a secondary goal.	Franklin Templeton Services, LLC serves as the Fund's administrator.
Mutual Global Discovery Securities Fund Class 2	Seeks capital appreciation.	Franklin Mutual Advisers, LLC
Templeton Global Bond Securities Fund Class 2	Seeks high current income, consistent with preservation of capital. Capital appreciation is a secondary consideration.	Franklin Advisers, Inc.

GE INVESTMENTS FUNDS, INC.	INVESTMENT GOAL	MANAGER
GE Investments Total Return Fund Class 3	Highest total return, composed of current income and capital appreciation, as is consistent with prudent investment risk.	GE Asset Management Incorporated

JANUS ASPEN SERIES	INVESTMENT GOAL	MANAGER
Janus Aspen Series Balanced Portfolio Service Shares	Long-term capital growth, consistent with preservation of capital and balanced by current income.	Janus Capital Management LLC

LORD ABBETT SERIES FUND, INC.	INVESTMENT GOAL	MANAGER
Lord Abbett Bond Debenture Portfolio Class VC	Seeks high current income and the opportunity for capital appreciation to produce a high total return	Lord, Abbett & Co., LLC

MFS VARIABLE INSURANCE TRUST	INVESTMENT GOAL	MANAGER
MFS Total Return Series – Service Class	Seeks total return.	Massachusetts Financial Services Company
MFS Utilities Series – Service Class	Seeks total return.	Massachusetts Financial Services Company

PIMCO VARIABLE INSURANCE TRUST	INVESTMENT GOAL	MANAGER
PIMCO CommodityRealReturn Strategy Portfolio – Advisor Class	Seeks maximum real return, consistent with prudent investment management.	Pacific Investment Management Company, LLC
PIMCO Global Multi-Asset Portfolio – Advisor Class	Seeks maximum long-term absolute return, consistent with prudent management of portfolio volatility.	Pacific Investment Management Company, LLC

VAN ECK VIP TRUST	INVESTMENT GOAL	MANAGER
Van Eck VIP Global Hard Assets Fund Class S	Seeks long-term capital appreciation by investing primarily in hard asset securities. Income is a secondary consideration.	Van Eck Associates Corporation

Pacific Life Fund Advisors LLC (PLFA), a subsidiary of Pacific Life Insurance Company, is the investment adviser for the Pacific Select Fund. PLFA and the Pacific Select Fund's Board of Trustees oversee the management of all the Pacific Select Fund's Portfolios, and PLFA also manages certain portfolios directly. PLFA also does business under the name "Pacific Asset Management" and manages the Pacific Select Fund's Cash Management and High Yield Bond Portfolios under that name.

AllianceBernstein L.P. is the investment adviser for the AllianceBernstein Variable Products Series Fund, Inc.

American Century Investment Management, Inc. is the investment adviser of the American Century Variable Portfolios, Inc.

The Fund's investment manager is BlackRock Advisors, LLC ("BlackRock"). The Fund's sub-advisers are BlackRock Investment Management, LLC and BlackRock International Limited. Where applicable, the use of the term BlackRock also refers to the Fund's sub-advisers.

Strategic Advisers, Inc., an affiliate of Fidelity Management & Research Company, is the investment adviser for the Fidelity Variable Insurance Products Funds. Fidelity Management & Research Company is the investment adviser for the Fidelity VIP Contrafund Portfolio. These portfolios are part of the Fidelity Variable Insurance Products Funds.

First Trust Advisors L.P. is the investment advisor for the First Trust Variable Insurance Trust.

Franklin Advisory Services, LLC is the investment adviser for the Franklin Rising Dividends Securities Fund. Franklin Templeton Services, LLC is the fund administrator for the Franklin Templeton VIP Founding Funds Allocation Fund of the Franklin Templeton Variable Insurance Products Trust. Franklin Templeton Services, LLC is the fund administrator for the Franklin Templeton VIP Founding Funds Allocation Fund. Franklin Mutual Advisers, LLC is the investment adviser for the Mutual Global Discovery Securities Fund. Franklin Advisers, Inc. is the investment adviser for the Templeton Global Bond Securities Fund. These Portfolios are part of the Franklin Templeton Variable Insurance Products Trust.

GE Asset Management Incorporated is the investment adviser for the GE Investments Funds, Inc.

Invesco Advisers, Inc. is the investment adviser for the AIM Variable Insurance Funds (Invesco Variable Insurance Funds).

Janus Capital Management LLC is the investment adviser of the Janus Aspen Series.

Lord, Abbett & Co. LLC is the investment adviser for the Lord Abbett Series Fund, Inc.

Massachusetts Financial Services Company is the investment adviser for the MFS Variable Insurance Trust.

Pacific Investment Management Company LLC is the investment adviser for the PIMCO Variable Insurance Trust.

Van Eck Associates Corporation is the investment adviser of the Van Eck VIP Trust.

Your Fixed Option

The DCA Plus Fixed Option offers you a guaranteed minimum interest rate on amounts that you allocate to this option. You may only allocate Purchase Payments to the DCA Plus Fixed Option (you cannot make transfers from other Investment Options to the DCA Plus Fixed Option) and you may choose a Guarantee Term of up to 24 months, depending on what Guarantee Terms we offer. Please contact us for the Guarantee Terms currently available. Any amount allocated to this option will be transferred monthly (over the Guarantee Term) to one or more of the Variable Investment Option(s) you selected. Amounts you allocate to this option, and your earnings credited are held in our General Account. For more detailed information about this option, see **THE GENERAL ACCOUNT**.

PURCHASING YOUR CONTRACT

How to Apply for Your Contract

To purchase a Contract, you must work with your financial advisor to fill out an application and submit it along with your initial Purchase Payment to Pacific Life Insurance Company at P.O. Box 2290, Omaha, Nebraska 68103-2290. In those instances when we receive electronic transmission of the information on the application from your financial advisor's broker-dealer firm and our administrative procedures with your broker-dealer so provide, we consider the application to be received on the Business Day we receive the transmission. If your application and Purchase Payment are complete when received, or once they have become complete, we will issue your Contract within 2 Business Days. If some information is missing from your application, we may delay issuing your Contract while we obtain the missing information. However, we will not hold your initial Purchase Payment for more than 5 Business Days without your permission. In any case, we will not hold your initial Purchase Payment after 20 Business Days.

You may also purchase a Contract by exchanging your existing annuity. Call your financial advisor or call us at (800) 722-4448. Financial advisors may call us at (800) 722-2333.

We reserve the right to reject any application or Purchase Payment for any reason, subject to any applicable nondiscrimination laws and to our own standards and guidelines. On your application, you must provide us with a valid U.S. tax identification number for federal and state tax reporting purposes.

The maximum age of a Contract Owner/Annuitant, including Joint Owners/Annuitants and Contingent Annuitants, for which a Contract will be issued is 80. The Contract Owner's age is calculated as of his or her last birthday. If any Contract Owner or any sole Annuitant named in the application for a Contract dies and we are notified of the death before we issue the Contract, then we will return the amount we received. If we are not notified of the death and we issue the Contract, then the application for the Contract and/or any Contract issued will be deemed cancelled and a refund will be issued. Depending on the state where your application was signed, the refund amount may be more or less than the initial Purchase Payment received, or any other Purchase Payment we received in connection with an exchange or transfer. In most states, the refund will be the Contract Value based upon the next determined Accumulated Unit Value (AUV) after we receive proof of death, In Proper Form, of the Contract Owner or Annuitant, plus a refund of any amount used to pay premium taxes and/or any other taxes, minus any Credit Enhancement. Any refund may subject the refunded assets to probate.

Making Your Investments ("Purchase Payments")

Making Your Initial Purchase Payment

Your initial Purchase Payment must be at least $10,000 for Non-Qualified or Qualified Contracts. Currently, we are not enforcing the minimum initial Purchase Payment on Qualified Contracts but we reserve the right to enforce the minimum initial Purchase Payment on Qualified Contracts in the future. For Non-Qualified Contracts, if the entire minimum initial Purchase Payment is not included when you submit your application, you must submit a portion of the required Contract minimum and/or establish a pre-authorized checking plan (PAC). A PAC allows you to pay the remainder of the required initial Purchase Payment in equal installments over the first Contract Year. Further requirements for PAC are discussed in the PAC form.

You must obtain our consent before making an initial or additional Purchase Payment that will bring your aggregate Purchase Payments over $1,000,000.

Making Additional Purchase Payments

If your Contract is Non-Qualified, you may choose to invest additional amounts in your Contract at any time. If your Contract is Qualified, the method of contribution and contribution limits may be restricted by the Qualified Plan or the Internal Revenue Code ("the Code"). Each additional Purchase Payment must be at least $250 for Non-Qualified Contracts and $50 for Qualified Contracts. Currently, we are not enforcing the minimum additional Purchase Payment amounts but we reserve the right to enforce the minimum additional Purchase Payment amounts in the future. Additional Purchase Payments will be allocated according to the instructions we have on file unless we receive specific allocation instructions. Contracts issued in certain states may limit additional Purchase Payments.

If you purchase an optional rider, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments for any Rider, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit rider that you may own. We may reject or restrict additional Purchase Payments to help protect our ability to provide the guarantees under these riders.

Forms of Purchase Payment

Your initial and additional Purchase Payments may be sent by personal or bank check or by wire transfer. Purchase Payments must be made in a form acceptable to us before we can process it. Acceptable forms of Purchase Payments are:

- personal checks or cashier's checks drawn on a U.S. bank,
- money orders and traveler's checks in single denominations of more than $10,000 if they originate in a U.S. bank,
- third party payments when there is a clear connection of the third party to the underlying transaction, and
- wire transfers that originate in U.S. banks.

We will not accept Purchase Payments in the following forms:

- cash,
- credit cards or checks drawn against a credit card account,
- money orders or traveler's checks in single denominations of $10,000 or less,
- starter checks,
- home equity checks,

- cashier's checks, money orders, traveler's checks or personal checks drawn on non-U.S. banks, even if the payment may be effected through a U.S. bank,
- third party payments if there is not a clear connection of the third party to the underlying transaction, and
- wire transfers that originate from foreign bank accounts.

All unacceptable forms of Purchase Payments will be returned to the payor along with a letter of explanation. We reserve the right to reject or accept any form of payment. Any unacceptable Purchase Payment inadvertently invested may be returned and the amount returned may be more or less than the amount submitted. If you make Purchase Payments by check other than a cashier's check, your payment of any withdrawal proceeds and any refund during the "Right to Cancel" period may be delayed until we receive confirmation in our Annuities administrative office that your check has cleared.

Credit Enhancements

We will add a Credit Enhancement to your Contract Value at the time each Purchase Payment is applied to the Contract. The amount of a Credit Enhancement is determined as a percentage of each Purchase Payment applied to the Contract. The Credit Enhancement will be applied at the time the Purchase Payment is effective. The Credit Enhancement will be allocated among Investment Options in the same proportion as the applicable Purchase Payment. Any Credit Enhancement added to your Contract is not counted as a Purchase Payment and is not included when determining the guarantees under any of the optional benefit riders. Any calculations for determining a Reset/Step-Up are based on Contract Value, which includes any Credit Enhancement. See **OPTIONAL LIVING BENEFIT RIDERS**. Any Credit Enhancement applied to the Contract is considered earnings for tax purposes and will be treated as earnings when determining withdrawal charges and the free withdrawal amount under your Contract.

The Credit Enhancement with respect to each Purchase Payment will be based on total Purchase Payments made into the Contract less total withdrawals, including any withdrawal charges, from the Contract as of the date the Purchase Payment is applied. The Credit Enhancement as a percentage of the Purchase Payment is set forth below:

Total Purchase Payments Less Total Withdrawals	Credit Enhancement
Less than $100,000	4.0%
$100,000 or more	5.0%

During the first Contract Year, the Credit Enhancement percentage of the most recent Purchase Payment will apply to all prior Purchase Payments, if any. This will be accomplished by applying an additional Credit Enhancement to the prior Purchase Payments (if applicable) effective on the date of the most recent Purchase Payment. In no event will these additional Credit Enhancements be less than zero. We will allocate any additional Credit Enhancements among Investment Options in the same proportion as the most recent Purchase Payment.

Example: You make an initial Purchase Payment of $75,000. The Credit Enhancement added to your Contract Value will be $3,000 ($75,000 × 4%). If you made an additional Purchase Payment of $50,000 before the end of your first Contract Year, the total Purchase Payments made during the first Contract Year would equal $125,000 ($75,000 + $50,000). Since your total Purchase Payments are $100,000 or more, a 5% Credit Enhancement will apply. A Credit Enhancement of $2,500 ($50,000 × 5%) will be added to your Contract Value based on the additional Purchase Payment. In addition, we will also add $750 ($75,000 × 1%) to your Contract Value, on the date we receive the $50,000 Purchase Payment, so that your initial Purchase Payment receives the 5% (4% + 1%) Credit Enhancement. As a result, the total Credit Enhancement added to your Contract Value for the Purchase Payments made during the first Contract Year equals $6,250.

In the event that a Contract Owner or sole surviving Annuitant dies before the Annuity Date, we may deduct from the death benefit proceeds the amount of any Credit Enhancement added to the Contract during the 12-month period prior to the date of death. The Contract Owner bears the investment risk on any Credit Enhancement and therefore, if the value of such Credit Enhancement declined, the death benefit proceeds could be less than the proceeds would have been if there had been no Credit Enhancement added to the Contract during such 12-month period. The Credit Enhancement will not be deducted from the death benefit proceeds if the Contract is continued through spousal continuation. See **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death benefits –** *Spousal Continuation.*

An Owner may be adversely affected because of the Credit Enhancement. For example, the amount returned, if you exercise your right to return the Contract during your Free Look period, will be reduced by any Credit Enhancement added to the Contract. The Contract Owner bears the investment risk on any Credit Enhancement and, therefore, the amount returned could be less than your Purchase Payment(s). See **WITHDRAWALS – Right to Cancel ("Free Look")**.

 APPENDIX "A"

Choosing Your Investment Options

You may allocate your Purchase Payments among any of the available Investment Options. Allocations of your initial Purchase Payment to the Investment Options you selected will be effective on your Contract Date. Each additional Purchase Payment will be allocated to the Investment Options according to your allocation instructions in your application, or most recent instructions, if any, subject to the terms described in **WITHDRAWALS – Right to Cancel** (**"Free Look"**). We reserve the right to require that your allocation to any particular Investment Option must be at least $500. We also reserve the right to transfer any remaining Account Value that is not at least $500 to your other Investment Options on a pro rata basis relative to your most recent allocation instructions.

If your Contract is issued in exchange for another annuity contract or a life insurance policy, our administrative procedures may vary depending on the state in which your Contract is delivered.

Custom Model

The Custom Model program is only available for Contracts issued before May 1, 2012 and for use with optional living benefit riders with a Rider Effective Date before May 1, 2012.

The Custom Model program allows you, with the help of your financial advisor, to create your own asset allocation model that will comply with the Investment Allocation Requirements for certain optional living benefit Riders. (See **OPTIONAL LIVING BENEFIT RIDERS – General Information –** *Investment Allocation Requirements.*) You will create your own model using the parameters listed below.

Parameters. To create your model, you may select Investment Options from the 4 Categories (Categories A, B, C and D) listed below. You must allocate at least 25% into each of Categories A, B, and C. You may not allocate more than 15% into any one Investment Option within Category A, B, or C. Category D is optional and you are not required to allocate any part of your Purchase Payment or Contract Value to this Category. If you choose to allocate your Purchase Payment or Contract Value to Category D, you are allowed to allocate up to 25% into any one Investment Option within Category D. Allocation percentages among the Categories must total 100%. The percentage allocation requirements only apply to your Variable Account Value. The model you create will be automatically rebalanced on a quarterly basis.

Example: Assume a $100,000 Purchase Payment. Following the parameters and using the Investment Options listed from the Categories below, you may allocate your Purchase Payment as follows:

- Category A – 15% to Diversified Bond Portfolio, 10% to Managed Bond Portfolio and 5% to Cash Management Portfolio,
- Category B – 15% to Focused 30 Portfolio, 10% to Small-Cap Index Portfolio, 10% to Mid-Cap Growth Portfolio, 5% to Large-Cap Growth Portfolio and 5% to Large-Cap Value Portfolio, and
- Category C – 10% to International Value Portfolio, 10% to International Large-Cap Portfolio and 5% to Emerging Markets Portfolio.

The total allocated is 100%: Category A = 30%, Category B = 45% and Category C = 25%. If you want to include all 4 Categories when creating your model, you could adjust your allocation percentages in Categories A, B and C and allocate up to 25% to any combination of the Investment Options in Category D. Keep in mind that you may select any Investment Option within a Category and the allocation percentages among the Categories must total 100%.

Category A – Fixed Income Investment Options

Cash Management Portfolio	Diversified Bond Portfolio	Emerging Markets Debt Portfolio	Floating Rate Loan Portfolio
High Yield Bond Portfolio	Inflation Managed Portfolio	Inflation Protected Portfolio	Managed Bond Portfolio
Short Duration Bond Portfolio			

Category B – Domestic Equity Investment Options

American Funds Growth Portfolio	American Funds Growth-Income Portfolio	Comstock Portfolio	Dividend Growth Portfolio
Equity Index Portfolio	Focused 30 Portfolio	Growth Portfolio	Large-Cap Growth Portfolio
Large-Cap Value Portfolio	Long/Short Large-Cap Portfolio	Main Street Core Portfolio	Mid-Cap Equity Portfolio
Mid-Cap Growth Portfolio	Mid-Cap Value Portfolio	Small-Cap Equity Portfolio	Small-Cap Growth Portfolio
Small-Cap Index Portfolio	Small-Cap Value Portfolio		

Category C – International Equity and Sector Investment Options

Emerging Markets Portfolio	Health Sciences Portfolio	International Large-Cap Portfolio	International Small-Cap Portfolio
International Value Portfolio	Real Estate Portfolio	Technology Portfolio	

Category D – Asset Allocation Investment Options

AllianceBernstein VPS Balanced Wealth Strategy Portfolio	American Funds Asset Allocation Portfolio	BlackRock Global Allocation V.I. Fund	Fidelity VIP FundsManager 60% Portfolio
First Trust/Dow Jones Dividend & Income Allocation Portfolio	Franklin Templeton VIP Founding Funds Allocation Fund	GE Investments Total Return Fund	Invesco V.I. Balanced-Risk Allocation Fund
MFS Total Return Series	Pacific Dynamix – Conservative Growth Portfolio	Pacific Dynamix – Growth Portfolio	Pacific Dynamix – Moderate Growth Portfolio
PIMCO Global Multi-Asset Portfolio	Portfolio Optimization Aggressive-Growth Portfolio	Portfolio Optimization Conservative Portfolio	Portfolio Optimization Growth Portfolio
Portfolio Optimization Moderate Portfolio	Portfolio Optimization Moderate-Conservative Portfolio		

You may make transfers between Investment Options within a particular Category or from one Category to another Category as long as you follow the Custom Model parameters. Transfers made will be subject to any transfer and market timing restrictions (see **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Transfers and Market-timing Restrictions**). Subsequent Purchase Payments will be allocated according to your current model allocation instructions. Any withdrawals must be made on a pro rata basis from each of the Investment Options you selected for your model.

You may terminate your participation in the Custom Model program at any time. However, if you own an optional living benefit rider and do not allocate your entire Contract Value to another asset allocation model or Investment Options we make available for the Riders, your Rider will terminate. If you allocate any subsequent Purchase Payment or Contract Value inconsistent with the Custom Model parameters, make transfers between Investment Options outside the Custom Model parameters, or do not make a withdrawal on a pro rata basis, you will no longer be participating in the Custom Model program and your Rider will terminate. Work with your financial advisor and consider your options before making any Investment Option transfers. Any changes in the allocation percentages due to market performance will not be a violation of the program, since the model you created will automatically be rebalanced on a quarterly basis.

We are under no contractual obligation to continue this program and have the right to terminate or change the Custom Model program at any time.

Investing in Variable Investment Options

Each time you allocate your Purchase Payment, and any Credit Enhancement, to a Variable Investment Option, your Contract is credited with a number of "Subaccount Units" in that Subaccount. The number of Subaccount Units credited is equal to the amount you have allocated to that Subaccount, including any Credit Enhancement, divided by the "Unit Value" of one Unit of that Subaccount.

Example: You allocate $600 to Subaccount A. At the end of the Business Day on which your allocation is effective, the value of one Unit in Subaccount A is $15. As a result, 40 Subaccount Units are credited to your Contract for your $600 ($600 / $15 = 40).

Your Variable Account Value Will Change

After we credit your Contract with Subaccount Units, the value of those Units will usually fluctuate. This means that, from time to time, your Purchase Payments allocated to the Variable Investment Options may be worth more or less than the original Purchase Payments to which those amounts can be attributed. Fluctuations in Subaccount Unit Value will not change the number of Units credited to your Contract.

Subaccount Unit Values will vary in accordance with the investment performance of the corresponding Portfolio. For example, the value of Units in the Equity Index Subaccount will change to reflect the performance of the Equity Index Portfolio (including that Portfolio's investment income, its capital gains and losses, and its expenses). Subaccount Unit Values are also adjusted to reflect the Administrative Fee and applicable Risk Charge imposed on the Separate Account.

We calculate the value of all Subaccount Units on each Business Day.

Calculating Subaccount Unit Values

We calculate the Unit Value of the Subaccount Units in each Variable Investment Option at the close of the New York Stock Exchange which usually closes at 4:00 p.m. Eastern Time on each Business Day. At the end of each Business Day, the Unit Value for a Subaccount is equal to:

$$Y \times Z$$

where (Y) = the Unit Value for that Subaccount as of the end of the preceding Business Day; and

(Z) = the Net Investment Factor for that Subaccount for the period (a "valuation period") between that Business Day and the immediately preceding Business Day.

The "Net Investment Factor" for a Subaccount for any valuation period is equal to:

$$(A \div B) - C$$

where (A) = the "per share value of the assets" of that Subaccount as of the end of that valuation period, which is equal to: a + b + c

where (a) = the net asset value per share of the corresponding Portfolio shares held by that Subaccount as of the end of that valuation period;

(b) = the per share amount of any dividend or capital gain distributions made by each Fund for that Portfolio during that valuation period; and

(c) = any per share charge (a negative number) or credit (a positive number) for any income taxes and/or any other taxes or other amounts set aside during that valuation period as a reserve for any income and/or any other taxes which we determine to have resulted from the operations of the Subaccount or Contract, and/or any taxes attributable, directly or indirectly, to Purchase Payments;

(B) = the net asset value per share of the corresponding Portfolio shares held by the Subaccount as of the end of the preceding valuation period; and

(C) = a factor that assesses against the Subaccount net assets for each calendar day in the valuation period the basic Risk Charge plus the Administrative Fee and any applicable increase in the Risk Charge (see **CHARGES, FEES AND DEDUCTIONS**).

The Subaccount Unit Value may increase or decrease from one valuation period to another.

When Your Purchase Payment is Effective

Your initial Purchase Payment is effective on the day we issue your Contract. Any additional Purchase Payment is effective on the day we receive it In Proper Form. See **ADDITIONAL INFORMATION – Inquiries and Submitting Forms and Requests**.

The day your Purchase Payment is effective determines the Unit Value at which Subaccount Units are attributed to your Contract. In the case of transfers, withdrawals, or Credit Enhancements, the effective day determines the Unit Value at which affected Subaccount Units are debited and/or credited under your Contract. That Unit Value is the value of the Subaccount Units next calculated after your transaction is effective. Your Variable Account Value begins to reflect the investment performance results of your new allocations on the day after your transaction is effective.

Transfers and Market-timing Restrictions

Transfers

Transfers are allowed 30 days after the Contract Date. Currently, we are not enforcing this restriction but we reserve the right to enforce it in the future. Once your Purchase Payments are allocated to the Investment Options you selected, you may transfer your Account Value less Loan Account Value from any Investment Option to any other Investment Option, except the DCA Plus Fixed Option. Transfers are limited to 25 for each calendar year. Only 2 transfers in any calendar month may involve any of the following Investment Options: Invesco V.I. Balanced-Risk Allocation Fund, BlackRock Global Allocation V.I. Fund, GE Investments Total Return Fund, International Value Portfolio, International Small-Cap Portfolio, International Large-Cap Portfolio, Emerging Markets Portfolio, Emerging Markets Debt Portfolio, First Trust/Dow Jones Dividend & Income Allocation Portfolio, Fidelity VIP FundsManager 60% Portfolio, Mutual Global Discovery Securities Fund, Templeton Global Bond Securities Fund, or PIMCO Global Multi-Asset Portfolio. In addition, only 2 transfers into or out of each American Funds (American Funds Asset Allocation Portfolio, American Funds Growth Portfolio or American Funds Growth-Income Portfolio), Global Absolute Return Portfolio, Currency Strategies Portfolio, Precious Metals Portfolio, Lord Abbett Bond Debenture, MFS Utilities, PIMCO CommodityRealReturn Strategy, or Van Eck Global Hard Assets Investment Option may occur in any calendar month.

Transfers to or from a Variable Investment Option cannot be made before the seventh calendar day following the last transfer to or from the same Variable Investment Option. If the seventh calendar day is not a Business Day, then a transfer may not occur until the next Business Day. The day of the last transfer is not considered a calendar day for purposes of meeting this requirement. For example, if you make a transfer into the Equity Index Variable Investment Option on Monday, you may not make any transfers to or from that Variable Investment Option before the following Monday. Transfers to or from the Cash Management Variable Investment Option are excluded from this limitation.

For the purpose of applying the limitations, multiple transfers that occur on the same day are considered 1 transfer. A transfer of Account Value from the Loan Account back into your Investment Options following a loan repayment is not considered a transfer under these limitations. Transfers that occur as a result of the DCA Plus program, the dollar cost averaging program, the portfolio rebalancing program, the earnings sweep program, approved corporate owned life insurance policy rebalancing programs or automatic quarterly rebalancing under the Custom Model program are excluded from these limitations. Also, allocations of Purchase Payments are not subject to these limitations.

If you have used all 25 transfers available to you in a calendar year, you may no longer make transfers between the Investment Options until the start of the next calendar year. However, you may make 1 transfer of all or a portion of the Account Value remaining in the Variable Investment Options into the Cash Management Investment Option prior to the start of the next calendar year.

There are no exceptions to the above transfer limitations in the absence of an error by us, a substitution of Investment Options, or reorganization of underlying Portfolios, or other extraordinary circumstances.

If we deny a transfer request, we will notify your financial advisor via telephone. If you (or your financial advisor) request a transfer via telephone that exceeds the above limitations, we will notify you (or your financial advisor) immediately.

Certain restrictions apply to any available fixed option. See **THE GENERAL ACCOUNT**. Transfer requests are generally effective on the Business Day we receive them In Proper Form, unless you request a systematic transfer program with a future date.

We have the right, at our option (unless otherwise required by law), to require certain minimums in the future in connection with transfers. These may include a minimum transfer amount and a minimum Account Value, if any, for the Investment Option from which the transfer is made or to which the transfer is made. If your transfer request results in your having a remaining Account Value in an Investment Option that is less than $500 immediately after such transfer, we may transfer that Account Value to your other Investment Options on a pro rata basis, relative to your most recent allocation instructions.

We reserve the right (unless otherwise required by law) to limit the size of transfers, to restrict transfers, to require that you submit any transfer requests in writing, to suspend transfers, and to impose further limits on the number and frequency of transfers you can make. We also reserve the right to reject any transfer request. Any policy we may establish with regard to the exercise of any of these rights will be applied uniformly to all Contract Owners.

Market-timing Restrictions

The Contract is not designed to serve as a vehicle for frequent trading in response to short-term fluctuations in the market. Accordingly, organizations or individuals that use market-timing investment strategies and make frequent transfers should not purchase the Contract. Such frequent trading can disrupt management of the underlying Portfolios and raise expenses. The transfer limitations set forth above are intended to reduce frequent trading. In addition, we monitor certain large transaction activity in an attempt to detect trading that may be disruptive to the Portfolios. In the event transfer activity is found to be disruptive, certain future transactions by such Contract Owners, or by a financial advisor or other party acting on behalf of one or more Contract Owners, will require preclearance. Frequent trading and large transactions that are disruptive to Portfolio management can have an adverse effect on Portfolio performance and therefore your Contract's performance. Such trading may also cause dilution in the value of the Investment Options held by long-term Contract Owners. While these issues can occur in connection with any of the underlying Portfolios, Portfolios holding securities that are subject to market pricing inefficiencies are more susceptible to abuse. For example, Portfolios holding international securities may be more susceptible to time-zone arbitrage which seeks to take advantage of pricing discrepancies occurring between the time of the closing of the market on which the security is traded and the time of pricing of the Portfolios.

Our policies and procedures which limit the number and frequency of transfers and which may impose preclearance requirements on certain large transactions are applied uniformly to all Contract Owners. However, there is a risk that these policies and procedures will not detect all potentially disruptive activity or will otherwise prove ineffective in whole or in part. Further, we and our affiliates make available to our variable annuity and variable life insurance Contract Owners underlying funds not affiliated with us. We are unable to monitor or restrict the trading activity with respect to shares of such funds not sold in connection with our Contracts. In the event the Board of Trustees/Directors of any underlying fund imposes a redemption fee or trading (transfer) limitations, we will pass them on to you.

We reserve the right to restrict, in our sole discretion and without prior notice, transfers initiated by a market timing organization or individual or other party authorized to give transfer instructions on behalf of multiple Contract Owners. Such restrictions could include:

- not accepting transfer instructions from a financial advisor acting on behalf of more than one Contract Owner, and
- not accepting preauthorized transfer forms from market timers or other entities acting on behalf of more than one Contract Owner at a time.

We further reserve the right to impose, without prior notice, restrictions on transfers that we determine, in our sole discretion, will disadvantage or potentially hurt the rights or interests of other Contract Owners; or to comply with any applicable federal and state laws, rules and regulations.

Exchanges of Annuity Units

Exchanges of Annuity Units in any Subaccount(s) to any other Subaccount(s) after the Annuity Date are limited to 4 in any 12-month period. For purposes of applying the limitations, multiple exchanges that occur on the same day are considered 1 exchange. See **THE GENERAL ACCOUNT** section in this Prospectus and **THE CONTRACTS AND THE SEPARATE ACCOUNT** section in the SAI.

Systematic Transfer Options

We offer 4 systematic transfer options: dollar cost averaging, DCA Plus, portfolio rebalancing, and earnings sweep. There is no charge for these options and transfers under these options are not counted towards your total transfers in a calendar year. You can have only one DCA Plus, dollar cost averaging, or earnings sweep program in effect at one time. Only portfolio rebalancing is available after you annuitize.

Dollar Cost Averaging

Dollar cost averaging is a method in which you buy securities in a series of regular purchases instead of in a single purchase. This allows you to average the securities' prices over time, and may permit a "smoothing" of abrupt peaks and drops in price. Prior to your Annuity Date, you may use dollar cost averaging to transfer amounts, over time, from any Investment Option with an Account Value of at least \$5,000 to one or more Variable Investment Options. Each transfer must be for at least \$250. Currently, we are not enforcing the minimum Account Value and/or transfer amounts but we reserve the right to enforce such minimum amounts in the future. Detailed information appears in the SAI.

DCA Plus

DCA Plus provides a way to transfer amounts monthly from the DCA Plus Fixed Option to one or more Variable Investment Option(s) over a period of up to 24 months, depending on what Guarantee Terms we offer. Please contact us for the Guarantee Terms currently available. The initial minimum amount that you may allocate to the DCA Plus Fixed Option is \$5,000. The minimum amount for subsequent Purchase Payments is \$250. Currently, we are not enforcing the initial or subsequent Purchase Payment minimum amounts but we reserve the right to enforce such minimum amounts in the future. Amounts allocated to the DCA Plus Fixed Option are held in our General Account and receive interest at rates declared periodically by us, but not less than the minimum guaranteed interest rate specified in your Contract (the "Guaranteed Interest Rate"). The DCA Plus program can also be used with allowable Asset Allocation Models or allowable Investment Options to qualify for certain optional benefit riders offered under your Contract. See **THE GENERAL ACCOUNT**.

Portfolio Rebalancing

You may instruct us to maintain a specific balance of Variable Investment Options under your Contract (*e.g.* 30% in Subaccount A, 40% in Subaccount B, and 30% in Subaccount C). Periodically, we will "rebalance" your values in the elected Subaccounts to the percentages you have specified. Rebalancing may result in transferring amounts from a Subaccount earning a relatively higher return to one earning a relatively lower return. You may choose to have rebalances made quarterly, semi-annually or annually until your Annuity Date. Only Variable Investment Options are available for rebalancing. Detailed information appears in the SAI.

Earnings Sweep

You may instruct us to make automatic periodic transfers of your earnings from the Cash Management Subaccount to one or more Variable Investment Options (other than the Cash Management Subaccount). Detailed information appears in the SAI.

Withdrawal Charge

No front-end sales charge is imposed on any Purchase Payment which means the entire amount of your Purchase Payment is allocated to the Investment Options you selected. Your Purchase Payments may, however, be subject to a withdrawal charge. This charge may apply to amounts you withdraw under your Contract prior to the Annuity Date, depending on the length of time each Purchase Payment has been invested and on the amount you withdraw. This amount is deducted proportionately among all Investment Options from which the withdrawal occurs. See the **Choosing Your Annuity Option –** *Annuity Options* section for withdrawal charges that may apply to redemptions after the Annuity Date. No withdrawal charge is imposed on:

- the free withdrawal amount (see **WITHDRAWALS –** *Withdrawals Free of a Withdrawal Charge*),
- death benefit proceeds, except as provided under the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS –** *Non-Natural Owner* section for certain Non-Natural Owners,
- amounts converted after the 1st Contract Anniversary to an Annuity Option (see **ANNUITIZATION – Choosing Your Annuity Option**), unless guaranteed variable annuity payments under Annuity Option 2 or 4 are subsequently redeemed (see **ANNUITIZATION – Choosing Your Annuity Option**),
- withdrawals by Owners to meet the minimum distribution rules for Qualified Contracts as they apply to amounts held under the Contract,
- withdrawals after the 1st Contract Anniversary, if the Owner or Annuitant has been diagnosed with a medically determinable condition that results in a life expectancy of 12 months or less and we are provided with medical evidence In Proper Form, or
- subject to medical evidence provided In Proper Form, after 90 days from the Contract Date, full or partial withdrawals while the Owner or Annuitant has been confined to an accredited nursing home for 30 days or longer. See **ADDITIONAL INFORMATION – State Considerations.**

The nursing home waiver applies only to withdrawals made while the Owner or Annuitant is in a nursing home or within 90 days after the Owner or Annuitant leaves the nursing home. In addition, the nursing home confinement period for which you seek the waiver must begin after the Contract Date. In order to use this waiver, you must submit with your withdrawal request the following documents:

- a physician's note recommending the Owner or Annuitant's admittance to a nursing home,
- an admittance form which shows the type of facility the Owner or Annuitant entered, and
- a bill from the nursing home which shows that the Owner or Annuitant met the 30 day nursing home confinement requirement.

An accredited nursing home is defined as a home or facility that:

- is operating in accordance with the law of jurisdiction in which it is located,
- is primarily engaged in providing, in addition to room and board, skilled nursing care under the supervision of a duly licensed physician, and
- provides continuous 24 hour a day nursing service by or under the supervision of a registered nurse, and maintains a daily record of the patient.

Transfers of all or part of your Account Value from one Investment Option to another are not considered a withdrawal of an amount from your Contract, so no withdrawal charge is imposed at the time of transfer. See **HOW YOUR INVESTMENTS ARE ALLOCATED – Transfers and Market-timing Restrictions** and **THE GENERAL ACCOUNT**.

How the Withdrawal Charge is Determined

The amount of the withdrawal charge depends on how long each Purchase Payment was held under your Contract. Each Purchase Payment you make is considered to have a certain "age," depending on the length of time since that Purchase Payment was effective. A Purchase Payment is "one year old" or has an "age of one" from the day it is effective until the beginning of the day preceding your next Contract Anniversary. Beginning on the day preceding that Contract Anniversary, your Purchase Payment will have an "age of two" and increases in age on the day preceding each Contract Anniversary. When you withdraw an amount subject to the withdrawal charge, the "age" of the Purchase Payment you withdraw determines the level of withdrawal charge as follows:

"Age" of Purchase Payment in Years	Withdrawal Charge as a percentage of the Purchase Payment withdrawn
1	9%
2	9%
3	8%
4	7%
5	6%
6	5%
7	4%
8	2%
9 or more	0%

We calculate your withdrawal charge by assuming your withdrawal is applied to Purchase Payments first, in the order your Purchase Payments were received and before any deductions for other charges due or taxes are made. We also account for any eligible Purchase Payments that are still in the surrender charge period that may be withdrawn without incurring a withdrawal charge (*e.g.* free 10%). See **WITHDRAWALS – Optional Withdrawals –** *Withdrawals Free of a Withdrawal Charge.* The withdrawal charge will be deducted proportionately among all Investment Options from which your withdrawal occurs. Unless you specify otherwise, a partial withdrawal amount requested will be processed as a "gross" amount, which means that applicable charges and taxes will be deducted from the requested amount. If a partial withdrawal amount is requested to be a "net" amount, applicable charges and taxes will be added to the requested amount and the withdrawal charges and taxes will be calculated on the grossed up amount.

Example: You make an initial Purchase Payment of $10,000 in Contract Year 1 and make an additional Purchase Payment of $7,000 in Contract Year 2. With Earnings, your Contract Value in Contract Year 3 is $19,000. In Contract Year 3 you make a withdrawal of $9,000. At this point, total Purchase Payments equal $17,000, and the "age" of the applicable Purchase Payments withdrawn is 3 Years. 10% of all Purchase Payments made ($1,700) may be withdrawn free of a withdrawal charge per Contract Year. The amount of the withdrawal charge applied would be $584 ($9,000 − $1,700 = $7,300; $7,300 × 8% = $584).

Contracts with a Credit Enhancement will have a longer surrender charge period and the charges (including withdrawal charges) under the Contract may be higher than other variable annuity contracts we offer. We anticipate these Contracts, over the long term, will be profitable for us. The amount of the Credit Enhancement may, over time, be more than offset by the fees and charges under the Contract. Consult with your financial advisor to determine if this Contract is right for you.

The withdrawal charge is designed to reimburse us for sales commissions and other expenses associated with the promotion and solicitation of offers for the Contracts, although our actual expenses may be greater or less than the withdrawal charge amount. See **ADDITIONAL INFORMATION – Distribution Arrangements** for information regarding commissions and other amounts paid to broker-dealers in connection with Contract distribution.

Mortality and Expense Risk Charge

We assess a charge against the assets of each Subaccount to compensate for certain mortality and expense risks that we assume under the Contract (the "Risk Charge"). The risk that an Annuitant will live longer (and therefore receive more annuity payments) than we predict through our actuarial calculations at the time the Contract is issued is "mortality risk." We also bear mortality risk in connection with death benefit payable under the Contract. The risk that the expense charges and fees under the Contract and Separate Account are less than our actual administrative and operating expenses is called "expense risk."

This Risk Charge is assessed daily at an annual rate equal to 1.45% of each Subaccount's assets.

The Risk Charge will stop at the Annuity Date if you select fixed annuity payments. The base Risk Charge will continue after the Annuity Date if you choose variable annuity payments, even though we do not bear mortality risk if your Annuity Option is Period Certain Only.

We will realize a gain if the Risk Charge exceeds our actual cost of expenses and benefits, and will suffer a loss if such actual costs exceed the Risk Charge. Any gain will become part of our General Account. We may use it for any reason, including covering sales and Credit Enhancement expenses on the Contracts.

Increase in Risk Charge if an Optional Death Benefit Rider is Purchased

We increase your Risk Charge by an annual rate equal to 0.20% of each Subaccount's assets if you purchase the Stepped-Up Death Benefit. The total Risk Charge annual rate will be 1.65% if the Stepped-Up Death Benefit is purchased. Any increase in your Risk Charge will not continue after the Annuity Date. See **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits.**

Administrative Fee

We charge an Administrative Fee as compensation for costs we incur in operating the Separate Account, issuing and administering the Contracts, including processing applications and payments, and issuing reports to you and to regulatory authorities.

The Administrative Fee is assessed daily at an annual rate equal to 0.15% of the assets of each Subaccount. This rate is guaranteed not to increase for the life of your Contract. A correlation will not necessarily exist between the actual administrative expenses attributable to a particular Contract and the Administrative Fee paid in respect of that particular Contract. The Administrative Fee will continue after the Annuity Date if you choose any variable payout option. We do not intend to realize a profit from this fee.

Annual Fee

We will charge you an Annual Fee of $40 on each Contract Anniversary prior to the Annuity Date, and at the time you withdraw your entire Net Contract Value (on a pro rated basis for that Contract Year) if your Net Contract Value is less than $50,000 on that date. The fee is not imposed on amounts you annuitize or on payment of death benefit proceeds. The fee reimburses certain costs in administering the Contracts and the Separate Account. We do not intend to realize a profit from this fee. This fee is guaranteed not to increase for the life of your Contract.

Your Annual Fee will be charged proportionately against your Investment Options. Assessments against your Variable Investment Options are made by debiting some of the Subaccount Units previously credited to your Contract. That is, assessment of the Annual Fee does not change the Unit Value for those Subaccounts. Any portion of the Annual Fee we deduct from any of our fixed options (if available under the Contract) will not be greater than the annual interest credited in excess of that fixed option's minimum guaranteed interest rate.

Optional Rider Charges

The following disclosure applies to the CoreIncome Advantage Select (Single), CoreIncome Advantage Select (Joint), CoreIncome Advantage 4 Select (Single), CoreIncome Advantage 4 Select (Joint), Income Select and GPA 3 Select riders.

If you purchase an optional Rider listed in the table below, we will deduct an annual charge from your Investment Options, excluding the DCA Plus Fixed Option, on a proportionate basis. The applicable maximum annual charge percentage is based on the 10-Year Treasury Rate (the monthly average as published by the Federal Reserve which can be obtained at www.federalreserve.gov). **Prior to purchase, speak with your Financial Advisor or contact us directly for the current annual charge percentage in effect for a particular rider.**

	Maximum Annual Charge Percentage Under the Rider				
Rider Name	10-Year Treasury Rate Monthly Average Less than 2.00%	10-Year Treasury Rate Monthly Average 2.00% to 3.99%	10-Year Treasury Rate Monthly Average 4.00% or more	To determine the amount to be deducted, the percentage that applies to you is multiplied by the:	The Charge is deducted on each:
CoreIncome Advantage Select (Single)	2.00%	1.50%	1.00%	Protected Payment Base[1]	Quarterly Rider Anniversary
CoreIncome Advantage Select (Joint)	2.50%	2.00%	1.50%	Protected Payment Base	Quarterly Rider Anniversary
CoreIncome Advantage 4 Select (Single)	1.00%	0.75%	0.50%	Protected Payment Base	Quarterly Rider Anniversary
CoreIncome Advantage 4 Select (Joint)	1.50%	1.25%	1.00%	Protected Payment Base	Quarterly Rider Anniversary
Income Access Select	2.75%	2.25%	1.50%	Protected Payment Base	Quarterly Rider Anniversary
GPA 3 Select	2.25%	2.00%	1.75%	Guaranteed Protection Amount[1]	Quarterly Rider Anniversary

[1] Protected Payment Base or Guaranteed Protection Amount are defined, where applicable, in the *Rider Terms* subsection for each rider referenced above. See **OPTIONAL LIVING BENEFIT RIDERS**.

Generally, as economic factors improve, the annual charge percentage may decrease and as economic factors decline, the annual charge percentage may increase. The annual charge will change based on current economic factors including interest rates and equity market volatility but is subject to the maximum annual charge percentage in the table above. We determine, at our sole discretion, whether a change in the current annual charge percentage will occur subject to the maximum annual charge percentage in the table above. This rider pricing structure is intended to help us provide the guarantees under the riders.

Every 3 months, generally on or about February 1, May 1, August 1 and November 1, we declare what the annual charge percentage will be for the following 3 month period (*e.g.* May through July). For example, when determining the annual charge percentage for May 1, we will use the 10-Year Treasury Rate monthly average for the month of March to see which maximum annual charge is in effect, and then determine, at our sole discretion, whether a change in the current annual charge percentage will occur. The annual charge percentage may be less than the applicable maximum annual charge percentage shown in the table above. See the hypothetical examples below.

If you purchase a rider, the charge is deducted every 3 months following your Rider Effective Date ("Quarterly Rider Anniversary") and your initial annual charge percentage is guaranteed not to change until the 1^{st} Contract Anniversary after the Rider Effective Date. The charge is deducted in arrears each Quarterly Rider Anniversary and will be deducted while the Rider remains in effect and when the Rider terminates.

Beginning on the 1^{st} Contract Anniversary after the Rider Effective Date, and on any subsequent Contract Anniversary, we may change the annual charge percentage. The annual charge percentage may increase or decrease each Contract Anniversary. Any increase in the annual charge percentage will not exceed 0.50% from the previous Contract Year. The 0.50% limitation does not apply to any annual charge percentage decreases which could be more than 0.50%. If a change to your annual charge percentage is made, the new annual charge percentage will remain the same until your next Contract Anniversary. You will receive the applicable annual charge percentage in effect for new issues of the same rider, subject to the maximum annual charge and 0.50% increase limit.

Here are a few hypothetical examples using CoreIncome Advantage Select (Single) to help you understand how the annual charge percentage may change over time.

Example 1 – Purchasing a new rider: The annual charge percentage in effect for February 1^{st} is 1.15% and the 10-Year Treasury Rate is 2.10%. You purchase the Rider on March 15^{th} (your Rider Effective Date). You will be charged 1.15% until your next Contract Anniversary.

Example 2 – Increase in annual charge percentage of less than 0.50% limit: The annual charge percentage in effect for February 1^{st} of the current year is now 1.40% and the 10-year Treasury Rate is 1.90%. You purchased a rider on March 15^{th} and it is now your first Contract Anniversary after the Rider Effective Date. Your annual charge percentage was 1.15% for the first year. Your new annual charge percentage will be 1.40% until your next Contract Anniversary since that is the annual charge percentage in effect for new issues of the same rider, 1.40% is less than the 2.00% maximum annual charge and your charge increased by less than 0.50%.

Example 3 – Increase in annual charge percentage subject to 0.50% limit: The annual charge percentage in effect for February 1^{st} of the current year is now 1.80% and the 10-year Treasury Rate is 1.50%. You purchased a rider on March 15^{th} and it is now your first Contract Anniversary after the Rider Effective Date. Your annual charge percentage was 1.15% for the first year. Your new annual charge percentage will be 1.65% until your next Contract Anniversary because we cannot increase your annual charge by more than 0.50% from the previous Contract Year and 1.65% is less than the 2.00% maximum annual charge.

Example 4 – Decrease in annual charge percentage: The annual charge percentage in effect for February 1^{st} of the current year is now 0.60% and the 10-year Treasury Rate is 3.10%. You purchased a rider on March 15^{th} and it is now your first Contract Anniversary after the Rider Effective Date. Your annual charge percentage was 1.15% for the first year. Using the table above, since the 10-Year Treasury Rate used is the "2.00% to 3.99%" breakpoint, the maximum annual charge percentage that may be declared is 1.50%. Your new annual charge percentage will be 0.60% until your next Contract Anniversary.

Should the 10-Year Treasury Rate no longer be available, we will substitute the 10-Year Treasury Rate (monthly average) with another measure for determining the annual rider charge percentage. However, the maximum fee percentages in the table provided in your rider will not change as long as your rider remains in effect.

If your Rider terminates on a Quarterly Rider Anniversary (for reasons other than death), the entire charge for the prior quarter will be deducted on that Quarterly Rider Anniversary. If your Rider terminates prior to a Quarterly Rider Anniversary, a prorated charge will be deducted on the earlier of the day the Contract terminates or the Quarterly Rider Anniversary immediately following the day your Rider terminates. The charge will be determined as of the day your Rider terminates.

If your Rider terminates as a result of the death of the Designated Life (all Designated Lives for a Joint Life Rider) or when the death benefit becomes payable under the Contract, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

Once your Contract Value is zero, the rider annual charge will no longer be deducted. In addition, we will waive the rider charge for the quarter in which full annuitization of the Contract occurs and the rider annual charge will no longer be deducted.

The following disclosure applies to the Earnings Enhancement Guarantee, CoreIncome Advantage Plus (Single), CoreIncome Advantage Plus (Joint), CoreIncome Advantage 5 Plus (Single), CoreIncome Advantage 5 Plus (Joint), CoreProtect Advantage, Income Access, Guaranteed Protection Advantage 3, and Guaranteed Protection Advantage 5 riders.

If you purchase an optional Rider listed in the table below, we will deduct an annual charge from your Investment Options (excluding the DCA Plus Fixed Option if you own CoreIncome Advantage Plus (Single or Joint), CoreIncome Advantage 5 Plus (Single or Joint) or CoreProtect Advantage) on a proportionate basis.

Depending on which Rider you own, the charge is deducted each Contract Anniversary or every 3 months following the Rider Effective Date ("Quarterly Rider Anniversary"). The Rider charge will be deducted while the Rider remains in effect and when the Rider terminates. The charge is deducted in arrears each Contract Anniversary or Quarterly Rider Anniversary.

If your Rider charge is deducted each Contract Anniversary and your Rider terminates on a Contract Anniversary, the entire charge for the prior year will be deducted on that anniversary. If the Rider terminates prior to a Contract Anniversary, a prorated charge will be deducted on the earlier of the day your Contract terminates or the Contract Anniversary immediately following the day your Rider terminates. The charge will be determined as of the day your Rider terminates.

If your Rider charge is deducted each Quarterly Rider Anniversary and your Rider terminates on a Quarterly Rider Anniversary, the entire charge for the prior quarter will be deducted on that anniversary. If the Rider terminates prior to a Quarterly Rider Anniversary, a prorated charge will be deducted on the earlier of the day the Contract terminates or on the Quarterly Rider Anniversary immediately following the day your Rider terminates. The charge will be determined as of the day your Rider terminates.

Any portion of the Rider's charge we deduct from any fixed option will not be greater than the annual interest credited in excess of the minimum guaranteed interest rate specified in your Contract. If you make a full withdrawal of the amount available for withdrawal during a Contract Year, we will deduct the charge from the final payment made to you.

An optional Rider annual charge percentage may change if a Step-Up/Reset occurs under the Rider provisions. However, the annual charge percentage will not exceed the maximum annual charge percentage (indicated in the table below) for the applicable Rider. You may elect to opt-out of a Reset and your annual charge percentage will remain the same as it was before the Reset. If an Automatic Reset or Owner-Elected Reset never occurs, the annual charge percentage established on the Rider Effective Date is guaranteed not to change. You can find more information about Protected Payment Base, Step-Up/Reset, Automatic Reset and Owner-Elected Reset for each applicable rider in the **OPTIONAL LIVING BENEFIT RIDERS** section.

Annual Charge Percentage Table

Optional Rider	Current Annual Charge Percentage	Maximum Annual Charge Percentage Under the Rider	To determine the amount to be deducted, the Annual Charge Percentage is multiplied by the:	The Charge is deducted on each:
Earnings Enhancement Guarantee (EEG)	0.25%	0.25%	Contract Value	Contract Anniversary
CoreIncome Advantage Plus (Single)[1]	0.45%	1.20%	Protected Payment Base	Quarterly Rider Anniversary
CoreIncome Advantage Plus (Joint)[2]	0.65%	1.50%	Protected Payment Base	Quarterly Rider Anniversary
CoreIncome Advantage 5 Plus (Single)[3]	0.90%	1.50%	Protected Payment Base	Quarterly Rider Anniversary
CoreIncome Advantage 5 Plus (Joint)[4]	1.35%	1.75%	Protected Payment Base	Quarterly Rider Anniversary
CoreProtect Advantage[5]	1.10%	1.50%	Protected Payment Base	Quarterly Rider Anniversary
Income Access				
If the Rider Effective Date is on or after October 1, 2012[6]	1.30%	1.75%	Contract Value	Contract Anniversary
If the Rider Effective Date is before October 1, 2012	0.75%	0.75%	Contract Value	Contract Anniversary
Guaranteed Protection Advantage 3 (GPA 3)				
If the Rider Effective Date is on or after October 1, 2012[7]	1.45%	1.75%	Guaranteed Protection Amount	Contract Anniversary
If the Rider Effective Date is before October 1, 2012[8]	1.00%	1.00%	Guaranteed Protection Amount	Contract Anniversary
Guaranteed Protection Advantage 5 (GPA 5)	0.75%	0.75%	Contract Value	Contract Anniversary

[1] If you purchased CoreIncome Advantage Plus (Single) and the Rider Effective Date is before October 1, 2012, the charge percentage is equal to 0.30% unless a Reset occurs. If you purchased this Rider and the Rider Effective Date is on or after October 1, 2012 and before May 1, 2013, the charge percentage is equal to 0.40% unless a Reset occurs.

[2] If you purchased CoreIncome Advantage Plus (Joint) and the Rider Effective Date is before October 1, 2012, the charge percentage is equal to 0.50% unless a Reset occurs. If you purchased this Rider and the Rider Effective Date is on or after October 1, 2012 and before May 1, 2013, the charge percentage is equal to 0.60% unless a Reset occurs.

[3] If you purchased CoreIncome Advantage 5 Plus (Single) and the Rider Effective Date is before October 1, 2012, the charge percentage is equal to 0.60% unless a Reset occurs. If you purchased this Rider and the Rider Effective Date is on or after October 1, 2012 and before May 1, 2013, the charge percentage is equal to 0.80% unless a Reset occurs.

[4] If you purchased CoreIncome Advantage 5 Plus (Joint) and the Rider Effective Date is before October 1, 2012, the charge percentage is equal to 0.80% unless a Reset occurs. If you purchased this Rider and the Rider Effective Date is on or after October 1, 2012 and before February 1, 2013, the charge percentage is equal to 1.00% unless a Reset occurs.

[5] If you purchased CoreProtect Advantage and the Rider Effective Date is before May 1, 2012, the charge percentage is equal to 0.85% unless a Reset occurs. If you purchased this Rider and the Rider Effective Date is on or after May 1, 2012 and before October 1, 2012, the charge percentage is equal to 0.95% unless a Reset occurs. If you purchased this Rider and the Rider Effective Date is on or after October 1, 2012 and before May 1, 2013, the charge percentage is equal to 1.00% unless a Reset occurs.

[6] If you purchased Income Access and the Rider Effective Date is on or after October 1, 2012 and before May 1, 2013, the charge percentage is equal to 1.10% unless a Reset occurs.

[7] If you purchased GPA 3 and the Rider Effective Date is on or after October 1, 2012 and before May 1, 2013, the charge percentage is equal to 1.30% unless a Reset occurs.

[8] If you purchased GPA 3 and the Rider Effective Date is before May 1, 2012, the charge percentage is equal to 0.95% unless a Step-Up occurs.

See **Mortality and Expense Risk Charge** for the Stepped-Up Death Benefit charge information.

Premium Taxes

Depending on your state of residence (among other factors), a tax may be imposed on your Purchase Payments ("premium tax") at the time your Investment is made, at the time of a partial or full withdrawal, at the time any death benefit proceeds are paid, at annuitization or at such other time as taxes may be imposed. Tax rates ranging from 0% to 3.5% are currently in effect, but may change in the future. Premium tax is charged according to the rate determined by your state of residence at the time of annuitization. Premium tax is subject to state requirements. Some local jurisdictions also impose a tax.

If we pay any premium taxes attributable to Purchase Payments, we will impose a similar charge against your Contract Value. We normally will charge you when you annuitize some or all of your Contract Value. We reserve the right to impose this charge for applicable premium taxes and/or other taxes when you make a full or partial withdrawal, at the time any death benefit proceeds are paid, or when those taxes are incurred. For these purposes, "premium taxes" include any state or local premium or retaliatory taxes and any federal, state or local income, excise, business or any other type of tax (or component thereof) measured by or based upon, directly or indirectly, the amount of Purchase Payments we have received. We currently base this charge on your Contract Value, but we reserve the right to base this charge on the transaction amount, the aggregate amount of Purchase Payments we receive under your Contract, or any other amount, that in our sole discretion we deem appropriately reimburses us for premium taxes paid on this Contract.

We may also charge the Separate Account or your Contract Value for taxes attributable to the Separate Account or the Contract, including income taxes attributable to the Separate Account or to our operations with respect to the Contract, or taxes attributable, directly or indirectly, to Purchase Payments. Any such charge deducted from the Contract Value will be deducted on a proportionate basis. See **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Investing in Variable Investment Options –** *Calculating Subaccount Unit Values* to see how such charges are deducted from the Separate Account. **Currently, we do not impose any such charges**.

Waivers and Reduced Charges

We may agree to waive or reduce charges under our Contracts, in situations where selling and/or maintenance costs associated with the Contracts are reduced, such as the sale of several Contracts to the same Contract Owner(s), sales of large Contracts, sales of Contracts in connection with a group or sponsored arrangement or mass transactions over multiple Contracts.

We will only waive or reduce such charges on any Contract where expenses associated with the sale or distribution of the Contract and/or costs associated with administering and maintaining the Contract are reduced. We reserve the right to terminate waiver and reduced charge programs at any time, including for issued Contracts.

Fund Expenses

Your Variable Account Value reflects advisory fees and other expenses incurred by the various Fund Portfolios, net of any applicable reductions and/or reimbursements. These fees and expenses may vary. Each Fund is governed by its own Board of Trustees, and your Contract does not fix or specify the level of expenses of any Portfolio. A Fund's fees and expenses are described in detail in the applicable Fund Prospectus and SAI.

Some Investment Options available to you are "fund of funds". A fund of funds portfolio is a fund that invests in other funds in addition to other investments that the portfolio may make. Expenses of fund of funds Investment Options may be higher than non fund of funds Investment Options due to the two tiered level of expenses. See the Fund prospectuses for detailed portfolio expenses and other information before investing.

 APPENDIX "A"

Selecting Your Annuitant

When you submit your Contract application, you must choose a sole Annuitant or Joint Annuitants. If you are buying a Qualified Contract, you must be the sole Annuitant. If you are buying a Non-Qualified Contract you may choose yourself and/or another person as Annuitant. If you do not have Joint Annuitants, you may choose a Contingent Annuitant. The Contingent Annuitant will not impact any Contract benefits, including death benefit proceeds, until becoming the sole surviving Annuitant. You will not be able to add or change a sole or Joint Annuitant after your Contract is issued. However, if you are buying a Qualified Contract, you may add a Joint Annuitant on the Annuity Date. You will be able to add or change a Contingent Annuitant until your Annuity Date or the death of your sole Annuitant or both Joint Annuitants, whichever occurs first. However, once your Contingent Annuitant has become the Annuitant under your Contract, no additional Contingent Annuitant may be named. No Annuitant (Primary, Joint or Contingent) may be named upon or after reaching his or her 81st birthday. We reserve the right to require proof of age or survival of the Annuitant(s).

Annuitization

Annuitization occurs on the Annuity Date when you convert your Contract from the accumulation phase to the annuitization (income) phase. You may choose both your Annuity Date and your Annuity Option. At the Annuity Date, you may elect to annuitize some or all of your Net Contract Value, less any applicable charge for premium taxes and/or other taxes, (the “Conversion Amount”), as long as such Conversion Amount annuitized is at least $10,000. We will send the annuity payments to the payee that you designate.

If you annuitize only a portion of this available Contract Value, you may have the remainder distributed, less any Contract Debt, any applicable charge for premium taxes and/or other taxes, any applicable withdrawal charge, any Annual Fee, and any applicable optional Rider charge. This option of distribution may or may not be available, or may be available only for certain types of contracts. Any such distribution will be made to you in a single sum if the remaining Conversion Amount is less than $10,000 on your Annuity Date. Distributions under your Contract may have tax consequences. You should consult a qualified tax adviser for information on full or partial annuitization.

If you annuitize only a portion of your Net Contract Value on your Annuity Date, you may, at that time, have the option to elect not to have the remainder of your Contract Value distributed, but instead to continue your Contract with that remaining Contract Value (a “continuing Contract”). If this option is available, you would then choose a second Annuity Date for your continuing Contract, and all references in this Prospectus to your “Annuity Date” would, in connection with your continuing Contract, be deemed to refer to that second Annuity Date. The second Annuity Date may not be later than the date specified in the **Choosing Your Annuity Date** section of this Prospectus. This option may not be available, or may be available only for certain types of Contracts. You should be aware that some or all of the payments received before the second Annuity Date may be fully taxable. If you annuitize a portion of your Net Contract Value for a period certain of at least 10 years or for the life or life expectancy of the annuitant(s), the annuitized portion will be treated as a separate Contract for the purpose of determining the taxable amount of the payments. We recommend that you contact a qualified tax adviser for more information if you are interested in this option.

Choosing Your Annuity Date

You should choose your Annuity Date when you submit your application or we will apply a default Annuity Date to your Contract. You may change your Annuity Date by notifying us, In Proper Form, at least ten Business Days prior to the earlier of your current Annuity Date or your new Annuity Date. Your Annuity Date cannot be earlier than your first Contract Anniversary. Adverse federal tax consequences may result if you choose an Annuity Date that is prior to an Owner’s attained age 59½. See **FEDERAL TAX ISSUES**.

If you have a sole Annuitant, your Annuity Date cannot be later than the sole Annuitant’s 95th birthday. If you have Joint Annuitants, your Annuity Date cannot be later than your younger Joint Annuitant’s 95th birthday. Different requirements may apply as required by any applicable state law or the Code. *We may, at our sole discretion, allow you to extend your Annuity Date. We reserve the right, at any time, to not offer any extension to your Annuity Date regardless of whether we may have granted any extensions to you or to any others in the past. Some Broker/Dealers may not allow their clients to extend the Annuity Date beyond age 95.*

If your Contract is a Qualified Contract, you may also be subject to additional restrictions. In order to meet the Code minimum distribution rules, your Required Minimum Distributions (RMDs) may begin earlier than your Annuity Date. For instance, under Section 401 of the Code (for Qualified Plans) and Section 408 of the Code (for IRAs), the entire interest under the Contract must be distributed to the Owner/Annuitant not later than the Owner/Annuitant’s Required Beginning Date (“RBD”), or distributions over the life of the Owner/Annuitant (or the Owner/Annuitant and his or her Beneficiary) must begin no later than the RBD. For more information see **FEDERAL TAX ISSUES**.

Default Annuity Date and Options

If you have a Non-Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant’s 95th birthday or your younger Joint Annuitant’s 95th birthday, whichever applies. If you have a Qualified

Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 95th birthday. However some states' laws may require a different Annuity Date. Certain Qualified Contracts may require distributions to occur at an earlier age.

If you have not specified an Annuity Option or do not instruct us otherwise, at your Annuity Date your Net Contract Value, less any charges for premium taxes and/or other taxes, will be annuitized (if this net amount is at least $10,000) as follows:

- the net amount from a fixed option will be converted into fixed annuity payments, and
- the net amount from your Variable Account Value will be converted into variable annuity payments directed to the Subaccounts proportionate to your Account Value in each.

Additionally:

- If you have a Non-Qualified Contract, your default Annuity Option will be **Life with a ten year Period Certain**.
- If you have a Qualified Contract, your default Annuity Option will be **Life with a five year Period Certain (seven year Period Certain if annuitization occurs prior to age 100)** or a shorter period certain as may be required by federal regulation. If you are married, different requirements may apply. Please contact your plan administrator for further information, if applicable.
- If the net amount is less than $10,000, the entire amount will be distributed in one lump sum.

Choosing Your Annuity Option

You should carefully review the Annuity Options with a qualified tax adviser, and, for Qualified Contracts, reference should be made to the terms of the particular plan and the requirements of the Code for pertinent limitations regarding annuity payments, Required Minimum Distributions ("RMDs"), and other matters.

You may make 3 basic decisions about your annuity payments. First, you may choose whether you want those payments to be a fixed-dollar amount and/or a variable-dollar amount. Second, you may choose the form of annuity payments (see *Annuity Options* below). Third, you may decide how often you want annuity payments to be made (the "frequency" of the payments). You may not change these selections after the Annuity Date.

Fixed and Variable Payment Options

You may choose fixed annuity payments based on a fixed rate and the Annuity 2000 Mortality Table with the ages set back 10 years, variable annuity payments that vary with the investment results of the Subaccounts you select, or you may choose both, converting one portion of the net amount you annuitize into fixed annuity payments and another portion into variable annuity payments.

If you select fixed annuity payments, each periodic annuity payment received will be equal to the initial annuity payment, unless you select a Joint and Survivor Life annuity with reduced survivor payments when the Primary Annuitant dies. Any net amount you convert to fixed annuity payments will be held in our General Account (but not under any fixed option).

If you select variable annuity payments, you may choose as many Variable Investment Options as you wish. The amount of the periodic annuity payments will vary with the investment results of the Variable Investment Options selected and may be more or less than a fixed payment option. After the Annuity Date, Annuity Units may be exchanged among available Variable Investment Options up to 4 times in any 12 month period. How your Contract converts into variable annuity payments is explained in more detail in **THE CONTRACTS AND THE SEPARATE ACCOUNT** section in the SAI.

Annuity Options

Four Annuity Options are currently available under the Contract, although additional options may become available in the future. For other Annuity Options see **OPTIONAL LIVING BENEFIT RIDERS**.

1. *Life Only.* Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.
2. *Life with Period Certain.* Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed from 7 through 30 years (in full years only). The guaranteed period may be limited on Qualified Contracts based on your life expectancy.
3. *Joint and Survivor Life.* Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments will continue to be made during the lifetime of the secondary Annuitant named in the election. You may choose to have the payments during the lifetime of the surviving secondary Annuitant equal 50%, 66⅔% or 100% of the original amount payable during the lifetime of the Primary Annuitant (you must make this election when you choose your Annuity Option). If you elect a reduced payment based on the life of the secondary Annuitant, fixed annuity payments will be equal to 50% or 66⅔% of the original fixed payment payable during the lifetime of the Primary Annuitant; variable annuity payments

will be determined using 50% or 66⅔%, as applicable, of the number of Annuity Units for each Subaccount credited to the Contract as of the date of death of the Primary Annuitant. Payments stop when both Annuitants have died.

4. *Period Certain Only.* Periodic payments are made to the designated payee, guaranteed for a specified period. You may choose to have payments guaranteed from 10 through 30 years (in full years only). Additional guaranteed time periods may become available in the future. **Before you annuitize your Contract, please contact us for additional guaranteed time period options that may be available.** The guaranteed period may be limited on Qualified Contracts based on your life expectancy.

Periodic payment amounts will differ based on the Annuity Option selected. Generally, the longer the possible payment period, the lower the payment amount.

Additionally, if variable payments are elected under Annuity Options 2 and 4, you may redeem all remaining guaranteed variable payments after the Annuity Date. Also, under Option 4, partial redemptions of remaining guaranteed variable payments after the Annuity Date are available. **If you elect to redeem all remaining guaranteed variable payments in a single sum, we will not make any additional annuity payments during the Annuitant's lifetime or the remaining guaranteed period after the redemption.** The amount available upon full redemption would be the present value of any remaining guaranteed payments at the assumed investment return. Any applicable withdrawal charge will be deducted from the present value as if you made a full withdrawal, or if applicable, a partial withdrawal. For purposes of calculating the withdrawal charge and Free Withdrawal amount, it will be assumed that the Contract was never converted to provide annuity payments and any prior annuity payments in that Contract Year will be treated as if they were partial withdrawals from the Contract (see **CHARGES, FEES AND DEDUCTIONS – Withdrawal Charge**).

For example, assume that a Contract was issued with a single investment of $10,000 and in Contract Year 2 the Owner elects to receive variable annuity payments under Annuity Option 4. In Contract Year 3, the Owner elects to make a partial redemption of $5,000. The withdrawal charge as a percentage of the Purchase Payments with an age of 3 years is 8%. Assuming the Free Withdrawal amount immediately prior to the partial redemption is $200, the withdrawal charge for the partial redemption will be $384 (($5,000 − $200) × 8% = $384). No withdrawal charge will be imposed on a redemption if:

- the Annuity Option is elected as the form of payments of death benefit proceeds, or
- the Annuitant dies before the period certain has ended and the Beneficiary requests a redemption of the variable annuity payments.

Full or partial redemptions of remaining guaranteed variable payments are explained in more detail in the SAI under **THE CONTRACTS AND THE SEPARATE ACCOUNT.**

If the Annuitant dies before the guaranteed payments under Annuity Options 2 and 4 are completed, we will pay the remainder of the guaranteed payments to the first person among the following who is (1) living; or (2) an entity or corporation entitled to receive the remainder of the guaranteed payments:

- the Owner;
- the Joint Owner;
- the Beneficiary; or
- the Contingent Beneficiary.

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

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

- the Joint Owner;
- the Beneficiary; or
- the Contingent Beneficiary.

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

For Qualified Contracts, please refer to the **Choosing Your Annuity Date** section in this Prospectus. If your Contract was issued in connection with a Qualified Plan subject to Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"), your spouse's consent may be required when you seek any distribution under your Contract, unless your Annuity Option is Joint and Survivor Life with survivor payments of at least 50%, and your spouse is your Joint Annuitant.

Your Annuity Payments

Frequency of Payments

You may choose to have annuity payments made monthly, quarterly, semi-annually, or annually. The variable payment amount will be determined in each period on the date corresponding to your Annuity Date, and payment will be made on the next Business Day.

Your initial annuity payment must be at least $250. Depending on the net amount you annuitize, this requirement may limit your options regarding the period and/or frequency of annuity payments.

Amount of the First Payment

Your Contract contains tables that we use to determine the amount of the first annuity payment under your Contract, taking into consideration the annuitized portion of your Net Contract Value at the Annuity Date. This amount will vary, depending on the annuity period and payment frequency you select. This amount will be larger in the case of shorter Period Certain annuities and smaller for longer Period Certain annuities. Similarly, this amount will be greater for a Life Only annuity than for a Joint and Survivor Life annuity, because we will expect to make payments for a shorter period of time on a Life Only annuity. If you do not choose the Period Certain Only annuity, this amount will also vary depending on the age of the Annuitant(s) on the Annuity Date and, for some Contracts in some states, the sex of the Annuitant(s).

For fixed annuity payments, the guaranteed income factors in our tables are based on an annual interest rate of 1.5% and the Annuity 2000 Mortality Table with the ages set back 10 years. If you elect a fixed annuity, fixed annuity payments will be based on the periodic income factors in effect for your Contract on the Annuity Date which are at least the guaranteed income factors under the Contract.

For variable annuity payments, the tables are based on an assumed annual investment return of 5% and the Annuity 2000 Mortality Table with the ages set back 10 years. If you elect a variable annuity, your initial variable annuity payment will be based on the applicable variable annuity income factors in effect for your Contract on the Annuity Date which are at least the variable annuity income factors under the Contract. You may choose any other annuity option we may offer on the option's effective date. A higher assumed investment return would mean a larger first variable annuity payment, but subsequent payments would increase only when actual net investment performance exceeds the higher assumed rate and would fall when actual net investment performance is less than the higher assumed rate. A lower assumed rate would mean a smaller first payment and a more favorable threshold for increases and decreases. If the actual net investment performance is a constant 5% annually, annuity payments will be level. The assumed investment return is explained in more detail in the SAI under **THE CONTRACTS AND THE SEPARATE ACCOUNT.**

DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS

Death Benefits

Death benefit proceeds may be payable before the Annuity Date on proof of the sole surviving Annuitant's death or of any Contract Owner while the Contract is in force. Any death benefit payable will be calculated on the "Notice Date", which is the day on which we receive, In Proper Form, proof of death and instructions regarding payment of death benefit proceeds. If a Contract has multiple Beneficiaries, death benefit proceeds will be calculated when we first receive proof of death and instructions, In Proper Form, from any Beneficiary. The death benefit proceeds still remaining to be paid to other Beneficiaries will fluctuate with the performance of the underlying Investment Options.

Death Benefit Proceeds

Death benefit proceeds will be payable on the Notice Date. Such proceeds will be reduced by any charge for premium taxes and/or other taxes, any Contract Debt and any Credit Enhancement that was added to the Contract during the 12 month period before the date of death. Currently, unless the death benefit is payable as a result of the death of an Owner who is not an Annuitant, the death benefit proceeds payable on the Notice Date will not be less than the aggregate Purchase Payments less adjustment for withdrawals, reduced by any charges for premium taxes and/or other taxes, and any Contract Debt. The death benefit proceeds may be payable in a single sum, as an Annuity Option available under the Contract, towards the purchase of any other Annuity Option we then offer, or in any other manner permitted by the IRS and approved by us. The Owner's spouse may continue the Contract (see **Death Benefits –** *Spousal Continuation*). In addition, there may be legal requirements that limit the recipient's Annuity Options and the timing of any payments. A recipient should consult a qualified tax adviser before making a death benefit election.

The death benefit proceeds will be paid to the first among the following who is (1) living; or (2) an entity or corporation entitled to receive the death benefit proceeds, in the following order:

- Owner,
- Joint Owner,

- Beneficiary, or
- Contingent Beneficiary.

If none are living (or if there is no entity or corporation entitled to receive the death benefit proceeds), the proceeds will be payable to the Owner's Estate.

Death Benefit Amount

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

- your Contract Value as of that day, or
- your aggregate Purchase Payments reduced by an amount for each withdrawal, which is calculated by multiplying the aggregate Purchase Payments received before each withdrawal by the ratio of the amount of the withdrawal, including any withdrawal charge, to the Contract Value immediately prior to each withdrawal. **The reduction made, when the Contract Value is less than aggregate Purchase Payments made into the Contract, may be greater than the actual amount withdrawn.**

We calculate the Death Benefit Amount as of the Notice Date and the death benefit will be paid in accordance with the *Death Benefit Proceeds* section above.

See **APPENDIX F: DEATH BENEFIT AMOUNT AND STEPPED-UP DEATH BENEFIT SAMPLE CALCULATIONS**.

Spousal Continuation

Generally, a sole designated recipient who is the Owner's spouse may elect to become the Owner (and sole Annuitant if the deceased Owner had been the Annuitant) and continue the Contract until the earliest of the spouse's death, the death of the Annuitant, or the Annuity Date, except in the case of a Qualified Contract issued under section 403 of the Code. The spousal continuation election must be made by the fifth anniversary of the death of the Contract Owner for Non-Qualified Contracts, or by December 31 of the calendar year in which the fifth anniversary of the Contract Owner's death falls for Qualified Contracts. On the Notice Date, if the surviving spouse is deemed to have continued the Contract, we will set the Contract Value equal to the death benefit proceeds (which will not include any Credit Enhancement recapture) that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit proceeds.

This "Add-In Amount" is the difference between the Contract Value and the death benefit proceeds that would have been payable. The Add-In Amount will be added to the Contract Value on the Notice Date. There will not be an adjustment to the Contract Value if the Contract Value is equal to or greater than the death benefit proceeds as of the Notice Date. The Add-In Amount will be allocated among Investment Options in accordance with the current allocation instructions for the Contract and may be, under certain circumstances, considered earnings. The Add-In Amount is not treated as a new Purchase Payment.

A Joint Owner who is the designated recipient, but not the Owner's spouse, may not continue the Contract. Under IRS Guidelines, once a surviving spouse continues the Contract, the Contract may not be continued again in the event the surviving spouse remarries. If you have purchased an optional living benefit Rider, please refer to the Rider attached to your Contract to determine how any guaranteed amounts may be affected when a surviving spouse continues the Contract.

Example: On the Notice Date, the Owner's surviving spouse elects to continue the Contract. On that date, the death benefit proceeds were $100,000 and the Contract Value was $85,000. Since the surviving spouse elected to continue the Contract in lieu of receiving the death benefit proceeds, we will increase the Contract Value by an Add-In Amount of $15,000 ($100,000 − $85,000 = $15,000). If the Contract Value on the Notice Date was $100,000 or higher, then nothing would be added to the Contract Value.

The continuing spouse is subject to the same fees, charges and expenses applicable to the deceased Owner of the Contract.

Death of Annuitant

If a sole surviving Annuitant dies before the Annuity Date, the amount of the death benefit will be equal to the *Death Benefit Amount* as of the Notice Date and will be paid in accordance with the *Death Benefit Proceeds* section.

If there is more than one Annuitant and an Annuitant who is not an Owner dies, no death benefit proceeds will be payable (unless owned by a Non-Natural Owner). The designated sole Annuitant will then be the first living person in the following order:

- a surviving Joint Annuitant, or
- a surviving Contingent Annuitant.

Death of Owner

The amount of the death benefit will be the *Death Benefit Amount* as of the Notice Date and will be paid in accordance with the *Death Benefit Proceeds* section if:

- a Contract Owner who is an Annuitant dies before the Annuity Date, or
- a Contract Owner, who is not an Annuitant, and the Annuitant die simultaneously.

If a Contract Owner who is not an Annuitant dies before the Annuity Date, the death benefit proceeds will be equal to your Contract Value as of the Notice Date and will be paid in accordance with the *Death Benefit Proceeds* section and in accordance with the federal income tax distribution at death rules discussed in the **FEDERAL TAX ISSUES** section.

Non-Natural Owner

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the *Non-Qualified Contract Distribution Rules*. If there are Joint or Contingent Annuitants, the death benefit proceeds will be payable on proof of death of the first annuitant. If there is a change in the Primary Annuitant prior to the Annuity Date, such change will be treated as the death of the Owner (however, under the terms of your Contract, you cannot change the Primary Annuitant). The Death Benefit Amount will be: (a) the Contract Value, if the Non-Natural Owner elects to maintain the Contract and reinvest the Contract Value into the contract in the same amount as immediately prior to the distribution; or (b) the Contract Value, less any Annual Fee, withdrawal charge and charges for premium taxes and/or other taxes, if the Non-Natural Owner elects a cash distribution and will be paid in accordance with the *Death Benefits Proceeds* section and in accordance with the federal income tax distribution at death rules discussed in the **FEDERAL TAX ISSUES** section.

Non-Qualified Contract Distribution Rules

The Contract is intended to comply with all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify the Contract as an annuity contract for federal income tax purposes. If an Owner of a Non-Qualified Contract dies before the Annuity Date, distribution of the death benefit proceeds must begin within 1 year after the Owner's death or complete distribution within 5 years after the Owner's death. In order to satisfy this requirement, the designated recipient must receive a final lump sum payment by the 5^{th} anniversary of the Contract Owner's death, or elect to receive an annuity for life or over a period that does not exceed the life expectancy of the designated recipient with annuity payments that start within 1 year after the Owner's death or, if permitted by the IRS, elect to receive a systematic distribution over a period not exceeding the beneficiary's life expectancy using a method that would be acceptable for purposes of calculating the minimum distribution required under section 401(a)(9) of the Code. If an election to receive an annuity is not made within 60 days of our receipt of proof, In Proper Form, of the Owner's death or, if earlier, 60 days (or shorter period as we permit) prior to the 1^{st} anniversary of the Owner's death, the option to receive annuity payments is no longer available. If a Non-Qualified Contract has Joint Owners, this requirement applies to the first Contract Owner to die.

The Owner may designate that the Beneficiary will receive death benefit proceeds through annuity payments for life or life with Period Certain. The Owner must designate the payment method in writing in a form acceptable to us. The Owner may revoke the designation only in writing and only in a form acceptable to us. Once the Owner dies, the Beneficiary cannot revoke or modify the Owner's designation.

Qualified Contract Distribution Rules

Under Internal Revenue Service regulations and our administrative procedures, if the Contract is owned under a Qualified Plan as defined in Sections 401, 403, 457(b) or Sections 408, or 408A of the Code and the Annuitant dies before the Required Beginning Date, the payment of any death benefit proceeds must be made to the designated recipient in accordance with one of two rules. One rule generally requires the death benefit proceeds to commence distribution by December 31 of the calendar year following the calendar year of the Annuitant's death and continue over the life of his or her Beneficiary (the "life expectancy method"). The second rule requires distribution of the entire death benefit proceeds no later than December 31 of the calendar year in which the 5^{th} anniversary of the Annuitant's death falls (the "five-year rule").

However, the life expectancy method and the five-year rule are modified if the sole primary Beneficiary is a surviving spouse. If the surviving spouse elects not to do an eligible rollover to an IRA or another existing eligible plan in his or her name, then he or she will be subject to the five-year rule. However, the surviving spouse may waive the five-year requirement and elect to take distributions over his or her life expectancy. If the surviving spouse elects to defer the commencement of required distributions beyond the 1^{st} anniversary of the Annuitant's death, the surviving spouse may defer required distributions until the later of:

- December 31 of the year following the year the Annuitant died, or
- December 31 of the year in which the deceased Annuitant would have turned 70½.

You are responsible for monitoring distributions that must be taken to meet IRS guidelines.

If the Annuitant dies after the commencement of RMDs (except in the case of a Roth IRA when RMDs do not apply) but before the Annuitant's entire interest in the Contract (other than a Roth IRA) has been distributed, the remaining interest in the Contract must be distributed to the designated recipient at least as rapidly as under the distribution method in effect at the time of the Annuitant's death.

Stepped-Up Death Benefit

This optional Rider offers you the ability to lock in market gains for your beneficiaries with a stepped-up death benefit, which is the highest Contract Value on any previous Contract Anniversary (prior to the Annuitant's 81^{st} birthday) increased by the amount of additional Purchase Payments and less an adjusted amount for each withdrawal.

Purchasing the Rider

You may purchase this optional Rider at the time your application is completed. You may not purchase this Rider after the Contract Date. This Rider may only be purchased if the age of each Annuitant is 75 or younger on the Contract Date.

How the Rider Works

If you purchase this Rider at the time your application is completed, upon the death of the sole surviving Annuitant (first Annuitant for Non-Natural Owners), or the first Owner who is also an Annuitant, prior to the Annuity Date, the death benefit proceeds will be equal to the greater of (a) or (b) below:

(a) the Death Benefit Amount as of the Notice Date.

The Death Benefit Amount as of any day before the Annuity Date is equal to the greater of:

- your Contract Value as of that day, or
- your aggregate Purchase Payments reduced by an amount for each withdrawal, which is calculated by multiplying the aggregate Purchase Payments received before each withdrawal by the ratio of the amount of the withdrawal, including any withdrawal charge, to the Contract Value immediately prior to each withdrawal. **The reduction made, when the Contract Value is less than aggregate Purchase Payments made into the Contract, may be greater than the actual amount withdrawn.**

(b) the Guaranteed Minimum Death Benefit Amount as of the Notice Date.

The actual Guaranteed Minimum Death Benefit Amount is calculated only when death benefit proceeds become payable as a result of the death of the sole surviving Annuitant (first Annuitant for Non-Natural Owners), or the first death of an Owner who is also an Annuitant, prior to the Annuity Date and is determined as follows:

First we calculate what the Death Benefit Amount would have been as of your first Contract Anniversary and each subsequent Contract Anniversary that occurs while the Annuitant is living and before the Annuitant reaches his or her 81^{st} birthday (each of these Contract Anniversaries is a "Milestone Date").

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

- adding the aggregate amount of any Purchase Payments received by us since the Milestone Date, and
- subtracting an amount for each withdrawal that has occurred since that Milestone Date, which is calculated by multiplying the Death Benefit Amount before the withdrawal by the ratio of the amount of each withdrawal that has occurred since that Milestone Date, including any withdrawal charge, to the Contract Value immediately prior to the withdrawal. **The reduction made, when the Contract Value is less than aggregate Purchase Payments made into the Contract, may be greater than the actual amount withdrawn.**

The highest of these adjusted Death Benefit Amounts for each Milestone Date, as of the Notice Date, is your Guaranteed Minimum Death Benefit Amount if you purchase this Rider. **Calculation of any actual Guaranteed Minimum Death Benefit Amount is only made once death benefit proceeds become payable under your Contract**.

Any death benefit paid under this Rider will be paid in accordance with the *Death Benefit Proceeds* section above.

See **APPENDIX F: DEATH BENEFIT AMOUNT AND STEPPED-UP DEATH BENEFIT SAMPLE CALCULATIONS**.

Termination

The Rider will remain in effect until the earlier of:

- the date a full withdrawal of the amount available for withdrawal is made under the Contract,
- the date death benefit proceeds become payable under the Contract,

- the date the Contract is terminated in accordance with the provisions of the Contract, or
- the Annuity Date.

The Rider may not otherwise be cancelled.

Earnings Enhancement Guarantee (EEG)

Purchasing the Rider

You may purchase this Rider on the Contract Date or on the first Contract Anniversary. If you buy this Rider within 60 days after the Contract Date or within 60 days after the first Contract Anniversary, we will make the Rider Effective Date coincide with that Contract Date or Contract Anniversary. **EEG is also called the Guaranteed Earnings Enhancement (GEE) and the EEG Amount is called the GEE Amount in the Rider attached to your Contract.**

You may purchase this Rider only if the age of each Annuitant is 75 years or younger on the date of purchase. The date of purchase is the Rider Effective Date as shown in your Contract.

Any Credit Enhancement added to the Contract Value is considered earnings and will be treated as earnings for purposes of this Rider.

How the Rider Works

If you purchase this Rider, an Earnings Enhancement Guarantee amount (EEG Amount) is added to the death benefit proceeds when such proceeds become payable as a result of the sole surviving Annuitant's death or the first death of an Owner who is also an Annuitant (first Annuitant for Non-Natural Owners).

The EEG amount is calculated as follows:

If the age of the oldest Annuitant was age 69 or younger on the Rider Effective Date, the EEG amount is equal to the lesser of:

- 40% of Earnings, or
- 40% of Remaining Purchase Payments, excluding any Purchase Payments made in the 12 months prior to the date of death, adjusted for withdrawals.

If the age of the oldest Annuitant was age 70 to 75 on the Rider Effective Date, the EEG Amount is equal to the lesser of:

- 25% of Earnings, or
- 25% of Remaining Purchase Payments, excluding any Purchase Payments made in the 12 months prior to the date of death, adjusted for withdrawals.

For purposes of calculating the EEG Amount, Earnings are equal to the Contract Value as of the date of death minus Remaining Purchase Payments. Remaining Purchase Payments is defined as (a) or (b) below:

(a) If the Rider is effective on the Contract Date, Remaining Purchase Payments are equal to:

  - the Initial Purchase Payments, plus
  - any additional Purchase Payments added, minus
  - the amount that each withdrawal exceeds the amount of Earnings in the Contract immediately prior to such withdrawal. Withdrawals are assumed to be taken from Earnings first, then from Purchase Payments in the order they were received.

(b) If the Rider is effective after the Contract Date, Remaining Purchase Payments are equal to:

  - the Contract Value on the Effective Date, plus
  - any additional Purchase Payments added since the Rider Effective Date, minus
  - the amount that each withdrawal taken after the Rider Effective Date exceeds the amount of Earnings in the Contract accumulated since that date. Withdrawals are assumed to be taken first from Earnings accumulated since the Rider Effective Date, then from Purchase Payments in the order that they were received.

See **APPENDIX G: EARNINGS ENHANCEMENT GUARANTEE (EEG) SAMPLE CALCULATIONS**.

If the Surviving Spouse of the deceased Owner continues the Contract in accordance with its terms and conditions, then all provisions of the Rider for the Surviving Spouse will be based on the age of the Surviving Spouse on the date of death of the deceased Owner. If the Surviving Spouse is over age 75 on the date of death, the Rider will not be continued for such Surviving Spouse and the benefits and charges provided by the Rider will no longer be applied.

Termination

Once purchased, the Rider will remain in effect until the earlier of:

- the date a full withdrawal of the amount available for withdrawal is made under the Contract,
- the date death benefit proceeds become payable under the Contract,
- the date the Contract is terminated in accordance with the provisions of the Contract, or
- the Annuity Date.

The Rider may not otherwise be cancelled.

WITHDRAWALS

Optional Withdrawals

You may, on or prior to your Annuity Date, withdraw all or a portion of the amount available under your Contract while the Annuitant is living and your Contract is in force. You may surrender your Contract and make a full withdrawal at any time. If you surrender your Contract it will be terminated as of the Effective Date of the withdrawal. Beginning 30 days after your Contract Date, you also may make partial withdrawals from your Investment Options at any time. Currently, we are not requiring the 30-day waiting period on partial withdrawals, but we reserve the right to require a 30-day waiting period on partial withdrawals in the future. You may request to withdraw a specific dollar amount or a specific percentage of an Account Value or your Net Contract Value. You may choose to make your withdrawal from specified Investment Options. If you do not specify Investment Options, your withdrawal will be made from all of your Investment Options proportionately.

Each partial withdrawal must be for $500 or more. Pre-authorized partial withdrawals must be at least $250, except for pre-authorized withdrawals distributed by Electronic Funds Transfer (EFT), which must be at least $100. If your partial withdrawal from an Investment Option would leave a remaining Account Value in that Investment Option of less than $500, we also reserve the right, at our option, to transfer that remaining amount to your other Investment Options on a proportionate basis relative to your most recent allocation instructions.

If your partial withdrawal leaves you with a Net Contract Value of less than $1,000, or if your partial withdrawal request is for an amount exceeding the amount available for withdrawal, as described in the *Amount Available for Withdrawal* section below, we have the right, at our option, to terminate your Contract and send you the withdrawal proceeds. However, we will not terminate your Contract if a partial withdrawal reduces the Net Contract Value to an amount less than $1,000 and there is an optional withdrawal benefit rider in effect. Partial withdrawals from any fixed option in any Contract Year may be subject to restrictions.

See **THE GENERAL ACCOUNT.**

Distributions made due to divorce instructions or under Code Section 72(t)/72(q) (substantially equal periodic payments) are treated as withdrawals for Contract purposes and may result in a withdrawal charge assessment.

Amount Available for Withdrawal

The amount available for withdrawal is your Net Contract Value (Contract Value less Contract Debt) at the end of the Business Day on which your withdrawal request is effective, less any applicable Annual Fee, optional Rider Charges, withdrawal charge, and any charge for premium taxes and/or other taxes. The amount we send to you (your "withdrawal proceeds") will also reflect any required or requested federal and state income tax withholding. See **FEDERAL TAX ISSUES** and **THE GENERAL ACCOUNT.** If you own optional Riders, taking a withdrawal before a certain age or a withdrawal that is greater than the allowed annual withdrawal amount under a Rider, may result in adverse consequences such as a reduction in Rider benefits or the failure to receive lifetime withdrawals under the Rider.

You assume investment risk on Purchase Payments in the Subaccounts. As a result, the amount available to you for withdrawal from any Subaccount may be more or less than the total Purchase Payments you have allocated to that Subaccount.

Withdrawals Free of a Withdrawal Charge

Subject to the amount available for withdrawal provisions as described above, during a Contract Year you may withdraw amounts up to your "eligible Purchase Payments" without incurring a withdrawal charge. Eligible Purchase Payments include 10% of all Purchase Payments that have an "age" of less than 9 years, plus 100% of all remaining Purchase Payments that have an "age" of 9 years or more. Our calculations of the withdrawal charge deduct this "free 10%" from your "oldest" Purchase Payment that is still subject to the withdrawal charge. For purposes of determining the free withdrawal amounts, withdrawal of mandatory required distributions from certain Qualified Plans are included within the calculations. Any portion of your eligible Purchase Payments not withdrawn during a Contract Year may not be carried over to the next Contract Year.

Example: You make an initial Purchase Payment of $10,000 in Contract Year 1, and make additional Purchase Payments of $1,000 and $6,000 in Contract Year 2. With Earnings (Credit Enhancements included), your Contract Value in Contract Year 3 is $19,000. In Contract Year 3, you may withdraw $1,700 free of the withdrawal charge (your total Purchase Payments were $17,000, so 10% of that equals $1,700). After this withdrawal, your Contract Value is $17,300. In Contract Year 4, you may withdraw another $1,700 (10% of the total Purchase Payments of $17,000) free of any withdrawal charge.

The free 10% may also apply to redemptions made after the Annuity Date. See **ANNUITIZATION – Choosing Your Annuity Option –** *Annuity Options* for Free Withdrawal amounts that apply to redemptions after the Annuity Date.

Qualified Contracts have special restrictions on withdrawals. For purposes of determining the free withdrawal amounts, withdrawal of mandatory required distributions from certain Qualified Contracts are included within the calculations. For additional information, see *Special Restrictions Under Qualified Plans* below. For those Contracts issued to a Charitable Remainder Trust (CRT), the amount available for withdrawal free of withdrawal charges during a Contract Year includes all eligible Purchase Payments plus all earnings even if all Purchase Payments have not been deemed withdrawn.

Pre-Authorized Withdrawals

If your Contract Value is at least $5,000, you may select the pre-authorized withdrawal option, and you may choose monthly, quarterly, semi-annual or annual withdrawals. Currently, we are not enforcing the minimum Contract Value amount but we reserve the right to enforce the minimum amount in the future. Each withdrawal must be for at least $250, except for withdrawals distributed by Electronic Funds Transfer (EFT), which must be at least $100. Each pre-authorized withdrawal is subject to federal income tax on its taxable portion and may be subject to a tax penalty of 10% if you have not reached age 59½. Pre-authorized withdrawals cannot be used to continue the Contract beyond the Annuity Date. See **FEDERAL TAX ISSUES** and **THE GENERAL ACCOUNT**. Additional information and options are set forth in the SAI.

Special Requirements for Full Withdrawals and Payments to Third Party Payees

If you wish to have a full or partial withdrawal check made payable to a third-party payee, you must provide complete instructions and an original signature is required on the Withdrawal Request form or your withdrawal request instructions.

Special Restrictions Under Qualified Plans

Qualified Plans may have additional rules regarding withdrawals from a Contract purchased under such a Plan. In general, if your Contract was issued under certain Qualified Plans, *you may not withdraw amounts* attributable to contributions made pursuant to a salary reduction agreement (as defined in Section 402(g)(3)(A) of the Code) or to transfers from a custodial account (as defined in Section 403(b)(7) of the Code) *except* in cases of your:

- severance from employment,
- death,
- disability as defined in Section 72(m)(7) of the Code,
- reaching age 59½, or
- hardship as defined for purposes of Section 401 of the Code.

These limitations do not affect certain rollovers or exchanges between Qualified Plans, and do not apply to rollovers from these Qualified Plans to an individual retirement account or individual retirement annuity. In the case of a 403(b) plan, these limitations do not apply to certain salary reduction contributions made, and investment results earned, prior to dates specified in the Code.

Hardship withdrawals under the exception provided above are restricted to amounts attributable to salary reduction contributions, and do not include investment results. This additional restriction does not apply to salary reduction contributions made, or investment results earned, prior to dates specified in the Code.

Certain distributions, including rollovers, may be subject to mandatory withholding of 20% for federal income tax and to a tax penalty of 10% if the distribution is not transferred directly to the trustee of another Qualified Plan, or to the custodian of an individual retirement account or issuer of an individual retirement annuity. See **FEDERAL TAX ISSUES**. Distributions may also trigger withholding for state income taxes. The tax and ERISA rules relating to withdrawals from Contracts issued to Qualified Plans are complex. We are not the administrator of any Qualified Plan. You should consult your qualified tax adviser and/or your Plan Administrator before you withdraw any portion of your Contract Value.

Effective Date of Withdrawal Requests

Withdrawal requests are normally effective on the Business Day we receive them In Proper Form. If you make Purchase Payments by check and submit a withdrawal request immediately afterwards, payment of your withdrawal proceeds may be delayed until we receive confirmation in our Annuities administrative office that your check has cleared.

Tax Consequences of Withdrawals

All withdrawals, including pre-authorized withdrawals, will generally have federal income tax consequences, which could include tax penalties. **You should consult with a qualified tax adviser before making any withdrawal or selecting the pre-authorized withdrawal option**. See **FEDERAL TAX ISSUES**.

Right to Cancel ("Free Look")

You may return your Contract for cancellation and a refund during your Free Look period. Your Free Look period is usually the 10-day period beginning on the day you receive your Contract, but may vary if required by state law. The amount of your refund may be more or less than the Purchase Payments you have made. If you return your Contract and it is post-marked during the Free Look period, it will be cancelled as of the date we receive your Contract In Proper Form. In most states, you will then receive a refund of your Contract Value, based upon the next determined Accumulated Unit Value (AUV) after we receive your Contract for cancellation, plus a refund of any amount that may have been deducted as Contract fees and charges, and minus any Credit Enhancement as described in **PURCHASING YOUR CONTRACT – Credit Enhancements**. You bear the investment risk on any Credit Enhancement added to the Contract.

In some states we are required to refund your Purchase Payments. If your Contract was issued in such a state and you cancel your Contract during the Free Look period, we will return the greater of your Purchase Payments (less any withdrawals made) or the Contract Value (less any Credit Enhancement). In addition, if your Contract was issued as an IRA and you return your Contract within 7 calendar days after you receive it, we will return the greater of your Purchase Payments (less any withdrawals made) or the Contract Value (less any Credit Enhancement).

Your Purchase Payments are allocated to the Investment Options you indicated on your application, unless otherwise required by state law. If state law requires that your Purchase Payments must be allocated to Investment Options different than you requested, we will comply with state requirements. At the end of the Free Look period, we will allocate your Purchase Payments (and any Credit Enhancement) based on your allocation instructions.

See **ADDITIONAL INFORMATION – State Considerations**.

For replacement business, the Free Look period may be extended and the amount returned (Purchase Payment versus Contract Value) may be different than for non-replacement business. Please consult with your financial advisor if you have any questions regarding your state's Free Look period and the amount of any refund.

You will find a complete description of the Free Look period and amount to be refunded that applies to your Contract on the Contract's cover page.

If your Contract is issued in exchange for another annuity contract or a life insurance policy, our administrative procedures may vary, depending on the state in which your Contract is issued.

OPTIONAL LIVING BENEFIT RIDERS

General Information

Optional Riders are subject to availability (including state availability) and may be discontinued for purchase at anytime without prior notice. Before purchasing any optional Rider, make sure you understand all of the terms and conditions and consult with your financial advisor for advice on whether an optional Rider is appropriate for you. We reserve the right to restrict the purchase of an optional living benefit Rider to only Contract issue in the future. Your election to purchase an optional Rider must be received In Proper Form.

We reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments for any Rider, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own. We may reject or restrict additional Purchase Payments to help protect our ability to provide the guarantees under these riders. See the *Subsequent Purchase Payments* subsection of the riders for additional information.

Living benefit riders available through this Contract, for an additional cost, are categorized as guaranteed minimum withdrawal benefit or guaranteed minimum accumulation benefit riders. The following is a list (which may change from time to time) of riders currently available:

Guaranteed Minimum Withdrawal Benefit

- CoreIncome Advantage 4 Select (Single or Joint)
- CoreIncome Advantage Select (Single or Joint)
- Income Access Select

The guaranteed minimum withdrawal benefit riders focus on providing an income stream for life or over a certain period through withdrawals during the accumulation phase, if certain conditions are met. The riders have the same basic structure with differences in the percentage that may be withdrawn each year, how long the withdrawals may last (for example, certain number of years, for a single life or for joint lives), and what age lifetime withdrawals may begin, if applicable. The riders also offer the potential to lock in market gains on each Contract Anniversary which may increase the annual amount you may withdraw each year under the rider. The riders provide an income stream regardless of market performance, even if your Contract Value is reduced to zero.

Guaranteed Minimum Accumulation Benefit

- Guaranteed Protection Advantage 3 Select

The guaranteed minimum accumulation benefit rider focuses on providing principal protection, if certain conditions are met. If your Contract Value is less than the protected amount at the end of a 10-year term, we will make up the difference by making a one-time addition to your Contract Value. The rider also offers the potential to increase the protected amount by locking in any Contract Value increases after a certain number of years. If you lock in any Contract Value increases, the new protected amount will equal your Contract Value and a new 10-year term will begin.

You can find complete information about each optional rider and its key features and benefits below.

You may purchase an optional Rider on the Contract Date or on any Contract Anniversary (if available). In addition, if you purchase a Rider within 60 days after the Contract Date or, if available, within 60 days after any Contract Anniversary, the Rider Effective Date will be that Contract Date or Contract Anniversary. Your election to purchase an optional Rider must be received In Proper Form.

Distributions made due to a request for partial annuitization, divorce instructions or under Code Section 72(t)/72(q) (substantially equal periodic payments) are treated as withdrawals for Contract purposes and may adversely affect Rider benefits.

Taking a withdrawal before a certain age or a withdrawal that is greater than the annual withdrawal amount ("excess withdrawal") under a particular Rider may result in adverse consequences such as a permanent reduction in Rider benefits or the failure to receive lifetime withdrawals under a Rider.

Some optional riders allow for owner elected Resets/Step-Ups. If you elect to Reset/Step-Up, your election must be received, In Proper Form, within 60 days after the Contract Anniversary ("60 day period") on which the Reset/Step-Up is effective. We may, at our sole discretion, allow Resets/Step-Ups after the 60 day period. We reserve the right to refuse a Reset/Step-Up request after the 60 day period regardless of whether we may have allowed you or others to Reset/Step-Up in the past. Each Contract Anniversary starts a new 60 day period in which a Reset/Step-Up may be elected.

Some broker/dealers may limit their clients from purchasing some optional Riders based upon the client's age or other factors. You should work with your financial advisor to decide whether an optional Rider is appropriate for you.

Taking a loan while an optional living benefit Rider is in effect will terminate your Rider. Work with your financial advisor before taking a loan.

Work with your financial advisor to review the different riders available for purchase, how they function, how the riders differ from one another, and to understand all of the terms and conditions of an optional rider prior to purchase.

Investment Allocation Requirements

At initial purchase and during the entire time that you own an optional living benefit Rider, you must allocate your entire Contract Value to an asset allocation program or Investment Options we make available for these Riders. You may allocate your Contract Value according to the following requirements:

- 100% to one allowable Asset Allocation Model, OR
- 100% among allowable Investment Options.

You may also use the DCA Plus program to transfer amounts to an Asset Allocation Model or among the Investment Options listed below. Currently, the allowable Asset Allocation Models and Investment Options are as follows:

Allowable Asset Allocation Models

Custom Model[1]

Allowable Investment Options

AllianceBernstein VPS Balanced Wealth Strategy Portfolio[1]
American Funds Asset Allocation Portfolio
BlackRock Global Allocation V.I. Fund
Fidelity VIP FundsManager 60% Portfolio
First Trust/Dow Jones Dividend & Income Allocation Portfolio
Franklin Templeton VIP Founding Funds Allocation Fund[1]
GE Investments Total Return Fund
Invesco V.I. Balanced-Risk Allocation Fund
Janus Aspen Series Balanced Portfolio
MFS Total Return Series
Pacific Dynamix – Conservative Growth Portfolio
Pacific Dynamix – Moderate Growth Portfolio
Pacific Dynamix – Growth Portfolio[1]
Portfolio Optimization Conservative Portfolio
Portfolio Optimization Moderate-Conservative Portfolio
Portfolio Optimization Moderate Portfolio
Portfolio Optimization Growth Portfolio[1]
PIMCO Global Multi-Asset Portfolio

[1] Only available for optional living benefit riders with a Rider Effective Date before May 1, 2012.

You may transfer your entire Contract Value between an allowable Asset Allocation Model and allowable Investment Options, between allowable Asset Allocation Models or between allowable Investment Options, subject to certain transfer limitations and availability. See **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Transfers and Market-timing Restrictions.** Keep in mind that you must allocate your *entire* Contract Value to either *one* allowable Asset Allocation Model or *among* the allowable Investment Options. If you do not allocate your *entire* Purchase Payment or Contract Value according to the requirements above, your Rider will terminate.

Allowable Asset Allocation Models – Custom Model. You may also make transfers between the Investment Options available under the Custom Model program as long as you follow the Custom Model parameters. However, if you make transfers, subsequent Purchase Payments or change the allocation percentages within your Custom Model and they do not comply with the Custom Model parameters, you will no longer be participating in the Custom Model program and your Rider will terminate. See **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Custom Model** for information about the program.

Allowable Investment Options. You may allocate your entire Contract Value among any of the allowable Investment Options listed in the table above.

By adding an optional living benefit Rider to your Contract, you agree to the above referenced investment allocation requirements for the entire period that you own a Rider. These requirements may limit the number of Investment Options that are otherwise available to you under your Contract. We reserve the right to add, remove or change allowable asset allocation programs or allowable Investment Options at any time. We may make such a change due to a fund reorganization, fund substitution, to help protect our ability to provide the guarantees under these riders, or otherwise. If such a change is required, we will provide you with reasonable notice (generally 90 calendar days unless we are required to give less notice) prior to the effective date of such change to allow you to reallocate your Contract Value to maintain your rider benefits. If you do not reallocate your Contract Value your rider will terminate.

We will send you written notice in the event any transaction made by you will involuntarily cause the Rider to terminate for failure to invest according to the investment allocation requirements. However, you will have 10 Business Days after the date of our written notice (“10 day period”), to instruct us to take appropriate corrective action to continue participation in an allowable asset allocation program or allowable Investment Options to continue the Rider.

Asset allocation does not guarantee future results, ensure a profit, or protect against losses. The investment allocation requirements may reduce overall volatility in investment performance, may reduce investment returns, and may reduce the likelihood that we will be required to make payments under the optional living benefit riders.

Multiple Rider Ownership

Only one guaranteed minimum withdrawal benefit rider may be owned or in effect at the same time. Only one guaranteed minimum accumulation benefit rider may be owned or in effect at the same time.

Withdrawal Benefit Rider Exchanges

Subject to availability, you may elect to exchange among the following withdrawal benefit Riders:

FROM	TO	WHEN
Income Access Select	CoreIncome Advantage Select (Single) or (Joint) CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
CoreIncome Advantage 4 Select (Single)	Income Access Select CoreIncome Advantage Select (Single) or (Joint) CoreIncome Advantage 4 Select (Joint)	On any Contract Anniversary.
CoreIncome Advantage 4 Select (Joint)	Income Access Select CoreIncome Advantage Select (Single) or (Joint) CoreIncome Advantage 4 Select (Single)	On any Contract Anniversary.
CoreIncome Advantage Select (Single)	Income Access Select CoreIncome Advantage Select (Joint) CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
CoreIncome Advantage Select (Joint)	Income Access Select CoreIncome Advantage Select (Single) CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
Income Access	Income Access Select CoreIncome Advantage Select (Single) or (Joint) CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
CoreIncome Advantage Plus (Single) or (Joint)	Income Access Select CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
	CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5th Contract Anniversary measured from the Contract issue date.
CoreIncome Advantage 5 Plus (Single) or (Joint)	Income Access Select CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
	CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5th Contract Anniversary measured from the Contract issue date.
CoreProtect Advantage	Income Access Select CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
	CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5th Contract Anniversary measured from the Contract issue date.

When you elect an exchange, you are terminating your existing Rider and purchasing a new Rider. The Initial Protected Payment Base and Remaining Protected Balance (if applicable) under the new Rider will be equal to the Contract Value on that Contract Anniversary. **Generally, if your Contract Value is lower than the Protected Payment Base under your existing Rider, your election to exchange from one rider to another may result in a reduction in the Protected Payment Base, Protected Payment Amount, any applicable Remaining Protected Balance and any Annual Credit that may be applied. In other words, your existing protected balances will not carryover to the new Rider. If you elect an exchange, you will be subject to the charge and the terms and conditions for the new Rider in effect at the time of the exchange. Only one exchange may be elected each Contract Year. In addition, there are withdrawal percentages, annual credit percentages, and lifetime income age requirements that differ between the Riders listed above. Work with your financial advisor prior to electing an exchange.**

Accumulation Benefit Rider Exchanges

Subject to availability, you may elect to exchange among the following accumulation benefit Riders:

FROM	TO	WHEN
Guaranteed Protection Advantage 3 (GPA 3) Guaranteed Protection Advantage 5 (GPA 5)	Guaranteed Protection Advantage 3 Select	On any Contract Anniversary.

When you elect an exchange, you are terminating your existing Rider and purchasing a new Rider. The initial Guaranteed Protection Amount under the new Rider will be equal to the Contract Value on that Contract Anniversary. **Generally, if your Contract Value is**

lower than the Guaranteed Protection Amount under your existing Rider, your election to exchange from one rider to another may result in a reduction in the Guaranteed Protection Amount. In other words, your existing Guaranteed Protection Amount will not carryover to the new Rider. If you elect an exchange, you will be subject to the charge and the terms and conditions for the new Rider in effect at the time of the exchange. Only one exchange may be elected each Contract Year. In addition, there are Step-Up eligibility requirements that differ between the Riders listed above. Work with your financial advisor prior to electing an exchange.

Optional Riders Not Available for Purchase

The CoreIncome Advantage Plus (Single), CoreIncome Advantage Plus (Joint), CoreIncome Advantage 5 Plus (Single), CoreIncome Advantage 5 Plus (Joint), CoreProtect Advantage, Income Access, Guaranteed Protection Advantage 3 and Guaranteed Protection 5 Riders are no longer available for purchase. If you purchased one of these Riders, you will find more information about the Rider in **APPENDIX H: OPTIONAL RIDERS NOT AVAILABLE FOR PURCHASE.**

CoreIncome Advantage 4 Select (Single)

(This Rider is called the Guaranteed Withdrawal Benefit XII Rider – Single Life in the Contract's Rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is $1,000,000 or greater.

You may purchase this optional Rider on the Contract Date or on any Contract Anniversary provided that on the Rider Effective Date:

- the Designated Life is 85 years of age or younger,
- the Owner and Annuitant is the same person (except for Non-Natural Owners),
- the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA, and
- you allocate your entire Contract Value according to the *Investment Allocation Requirements.*

Joint Owners may not purchase this Rider.

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions.

Designated Life – The person upon whose life the benefits of this Rider are based. The Owner/Annuitant (or youngest Annuitant in the case of a Non-Natural Owner) will be the Designated Life. The Designated Life cannot be changed; if a change occurs this Rider will terminate.

Early Withdrawal – Any withdrawal that occurs before the Designated Life is 59½ years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal) that occurs after the Designated Life is age 59½ or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the Designated Life is 59½ years of age or older, the Protected Payment Amount is equal to 4% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 4% of the Protected Payment Base computed on that date. If the Designated Life is younger than 59½ years of age, the Protected Payment Amount is equal to zero (0); however, once the Designated Life reaches age 59½, the Protected Payment Amount will equal 4% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the Designated Life.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59½, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the Designated Life is 59½ years of age or older, the Protected Payment Amount is 4% of the Protected Payment Base. If the Designated Life is younger than 59½ years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset will increase the Protected Payment Base to the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the Designated Life is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 4% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **APPENDIX A** for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **APPENDIX A** for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,

- the Annual RMD Amount is based on the previous year-end fair market value of this Contract only, and
- only RMD Withdrawals are made from the Contract during the Contract Year.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this Rider if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide notice to the Owner.

See example 6 in **APPENDIX A** for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

See **FEDERAL TAX ISSUES – Qualified Contracts –** *Required Minimum Distributions.*

Depletion of Contract Value

If the Designated Life is younger than age 59½ when the Contract Value is zero (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

If the Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the date of death of the Designated Life or when a death benefit becomes payable under the Contract,
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit (amount will be zero).

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is at least $1.00 less than the Contract Value on that Contract Anniversary.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial advisor to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

This Rider terminates upon the death of the Designated Life or when a death benefit becomes payable under the Contract, whichever occurs first. If the surviving spouse continues the Contract, the surviving spouse may re-purchase this Rider (if available) on any Contract Anniversary. The existing protected balances will not carry over to the new Rider and will be based on the Contract Value at time of re-purchase. Any Rider re-purchases are subject to the Rider terms and conditions at the time of re-purchase.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**).

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the date of the death of the Designated Life or when a death benefit becomes payable under the Contract,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day we are notified of an ownership change of a Non-Qualified Contract (excluding ownership changes: to or from certain trusts, adding or removing the Owner's spouse, or for Riders issued in California or Connecticut),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the Designated Life is younger than age 59½.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

Hypothetical sample calculations are in the attached **APPENDIX A**. The examples are based on certain hypothetical assumptions and are for example purposes only. **These examples are not intended to serve as projections of future investment returns.**

CoreIncome Advantage 4 Select (Joint)

(This Rider is called the Guaranteed Withdrawal Benefit XII Rider – Joint Life in the Contract's Rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is $1,000,000 or greater.

You may purchase this optional Rider on the Contract Date or on any Contract Anniversary if you meet the following eligibility requirements:

- the Contract is issued as:
  - Non-Qualified Contract (this Rider is not available if the Owner is a trust or other entity), or
  - Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p) or 403(b), except for Inherited IRAs, Inherited Roth IRAs, Inherited TSAs, 401(a), 401(k), Individual(k), Keogh, or 457 plan.
- both Designated Lives are 85 years or younger
- you allocate your entire Contract Value according to the *Investment Allocation Requirements*,
- the Contract must be structured so that upon the death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract, and
- any Owner/Annuitant is a Designated Life (except for custodial owned IRA or TSA Contracts).

For purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- a sole Owner with the Owner's Spouse designated as the sole primary Beneficiary,

- Joint Owners, where the Owners are each other's Spouses, or
- if the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's Spouse must be designated as the sole primary Beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary Beneficiary provided that the Spouse of the beneficial owner is the sole primary Beneficiary of the custodial account.

If this Rider is added on a Contract Anniversary, naming your Spouse as the Beneficiary to meet eligibility requirements will not be considered a change of Annuitant on the Contract.

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions.

Designated Lives (each a **"Designated Life"**) – Designated Lives must be natural persons who are each other's spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, the Designated Life must:

- be the Owner (or Annuitant, in the case of a custodial owned IRA or TSA), or
- remain the Spouse of the other Designated Life and be the first in line of succession, as determined under the Contract, for payment of any death benefit.

Early Withdrawal – Any withdrawal that occurs before the youngest Designated Life is 59½ years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal) that occurs after the youngest Designated Life is age 59½ or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is equal to 4% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 4% of the Protected Payment Base computed on that date. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is equal to zero (0). However, once the youngest Designated Life reaches age 59½, the Protected Payment Amount will equal 4% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the youngest Designated Life.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

Spouse – The Owner's spouse who is treated as the Owner's spouse pursuant to federal law. If the Contract is a custodial owned IRA or TSA, the Annuitant's spouse who is treated as the Annuitant's spouse pursuant to federal law.

Surviving Spouse – The surviving spouse of a deceased Owner (or Annuitant in the case of a custodial owned IRA or TSA).

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59½, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is 4% of the Protected Payment Base. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset will increase the Protected Payment Base to the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the youngest Designated Life is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 4% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **APPENDIX A** for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **APPENDIX A** for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on the previous year-end fair market value of this Contract only,
- the youngest Designated Life is age 59½ or older, and
- only RMD Withdrawals are made from the Contract during the Contract Year.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this Rider if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide notice to the Owner.

See example 6 in **APPENDIX A** for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

See **FEDERAL TAX ISSUES – Qualified Contracts –** *Required Minimum Distributions.*

Depletion of Contract Value

If the youngest Designated Life is younger than age 59½ when the Contract Value is zero (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits,
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit (amount will be zero).

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is at least $1.00 less than the Contract Value on that Contract Anniversary.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only or Joint Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only or Joint Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial advisor to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

If the Owner dies and the Surviving Spouse (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the Surviving Spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Rider terminates.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits).**

Ownership and Beneficiary Changes

Changes to the Contract Owner, Annuitant and/or Beneficiary designations and changes in marital status, including a dissolution of marriage, may adversely affect the benefits of this Rider. A particular change may make a Designated Life ineligible to receive lifetime income benefits under this Rider. As a result, the Rider may remain in effect and you may pay for benefits that you will not receive. **You are strongly advised to work with your financial advisor and consider your options prior to making any Owner, Annuitant and/or Beneficiary changes to your Contract.**

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the date of the death of all Designated Lives eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and a Surviving Spouse who chooses to continue the Contract is not a Designated Life eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued by a Surviving Spouse who is a Designated Life eligible for lifetime benefits,
- if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life who is a Contract Owner,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA) (this bullet does not apply if this Rider is issued in California or Connecticut),
- in California and Connecticut, if neither Designated Life is an Owner (or Annuitant in the case of a Custodial owned IRA or TSA), upon the earlier of the death of the first Designated Life or when a death benefit becomes payable under the Contract,
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the youngest Designated Life is younger than age 59½.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

Hypothetical sample calculations are in the attached **APPENDIX A**. The examples are based on certain hypothetical assumptions and are for example purposes only. **These examples are not intended to serve as projections of future investment returns.**

CoreIncome Advantage Select (Single)

(This Rider is called the Guaranteed Withdrawal Benefit X Rider - Single Life in the Contract's Rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is $1,000,000 or greater.

You may purchase this optional Rider on the Contract Date or on any Contract Anniversary provided that on the Rider Effective Date:

- the Designated Life is 85 years of age or younger,
- the Owner and Annuitant is the same person (except for Non-Natural Owners),
- the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA, and
- you allocate your entire Contract Value according to the *Investment Allocation Requirements*.

Joint Owners may not purchase this Rider.

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions.

Designated Life – The person upon whose life the benefits of this Rider are based. The Owner/Annuitant (or youngest Annuitant in the case of a Non-Natural Owner) will be the Designated Life. The Designated Life cannot be changed; if a change occurs this Rider will terminate.

Early Withdrawal – Any withdrawal that occurs before the Designated Life is 65 years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal) that occurs after the Designated Life is age 65 or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the Designated Life is 65 years of age or older, the Protected Payment Amount is equal to 5% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 5% of the Protected Payment Base computed on that date. If the Designated Life is younger than 65 years of age, the Protected Payment Amount is equal to zero (0); however, once the Designated Life reaches age 65, the Protected Payment Amount will equal 5% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the Designated Life.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 65, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the Designated Life is 65 years of age or older, the Protected Payment Amount is 5% of the Protected Payment Base. If the Designated Life is younger than 65 years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset will increase the Protected Payment Base to the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the Designated Life is 65 years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 5% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **APPENDIX B** for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **APPENDIX B** for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an “RMD Withdrawal”) is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on the previous year-end fair market value of this Contract only, and
- only RMD Withdrawals are made from the Contract during the Contract Year.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this Rider if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide notice to the Owner.

See example 6 in **APPENDIX B** for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

See **FEDERAL TAX ISSUES – Qualified Contracts –** *Required Minimum Distributions.*

Depletion of Contract Value

If the Designated Life is younger than age 65 when the Contract Value is zero (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the Designated Life is age 65 or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

If the Designated Life is age 65 or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the date of death of the Designated Life or when a death benefit becomes payable under the Contract,
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit (amount will be zero).

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is at least $1.00 less than the Contract Value on that Contract Anniversary.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial advisor to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

This Rider terminates upon the death of the Designated Life or when a death benefit becomes payable under the Contract, whichever occurs first. If the surviving spouse continues the Contract, the surviving spouse may re-purchase this Rider (if available) on any Contract Anniversary. The existing protected balances will not carry over to the new Rider and will be based on the Contract Value at time of re-purchase. Any Rider re-purchases are subject to the Rider terms and conditions at the time of re-purchase.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**).

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the date of the death of the Designated Life or when a death benefit becomes payable under the Contract,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day we are notified of an ownership change of a Non-Qualified Contract (excluding ownership changes: to or from certain trusts, adding or removing the Owner's spouse, or for Riders issued in California or Connecticut),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the Designated Life is younger than age 65.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

Hypothetical sample calculations are in the attached **APPENDIX B**. The examples are based on certain hypothetical assumptions and are for example purposes only. **These examples are not intended to serve as projections of future investment returns.**

CoreIncome Advantage Select (Joint)

(This Rider is called the Guaranteed Withdrawal Benefit X Rider – Joint Life in the Contract's Rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is $1,000,000 or greater.

You may purchase this optional Rider on the Contract Date or on any Contract Anniversary if you meet the following eligibility requirements:

- the Contract is issued as:
  - Non-Qualified Contract (this Rider is not available if the Owner is a trust or other entity), or
  - Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p) or 403(b), except for Inherited IRAs, Inherited Roth IRAs, Inherited TSAs, 401(a), 401(k), Individual(k), Keogh, or 457 plan.
- both Designated Lives are 85 years or younger,
- you allocate your entire Contract Value according to the *Investment Allocation Requirements*,
- the Contract must be structured so that upon the death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract, and
- any Owner/Annuitant is a Designated Life (except for custodial owned IRA or TSA Contracts).

For purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- a sole Owner with the Owner's Spouse designated as the sole primary Beneficiary,
- Joint Owners, where the Owners are each other's Spouses, or
- if the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's Spouse must be designated as the sole primary Beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary Beneficiary provided that the Spouse of the beneficial owner is the sole primary Beneficiary of the custodial account.

If this Rider is added on a Contract Anniversary, naming your Spouse as the Beneficiary to meet eligibility requirements will not be considered a change of Annuitant on the Contract.

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions.

Designated Lives (each a **"Designated Life"**) – Designated Lives must be natural persons who are each other's spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, the Designated Life must:

- be the Owner (or Annuitant, in the case of a custodial owned IRA or TSA), or
- remain the Spouse of the other Designated Life and be the first in line of succession, as determined under the Contract, for payment of any death benefit.

Early Withdrawal – Any withdrawal that occurs before the youngest Designated Life is 65 years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal) that occurs after the youngest Designated Life is age 65 or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the youngest Designated Life is 65 years of age or older, the Protected Payment Amount is equal to 4.5% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 4.5% of the Protected Payment Base computed on that date. If the youngest Designated Life is younger than 65 years of age, the Protected Payment

Amount is equal to zero (0). However, once the youngest Designated Life reaches age 65, the Protected Payment Amount will equal 4.5% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the youngest Designated Life.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

Spouse – The Owner's spouse who is treated as the Owner's spouse pursuant to federal law. If the Contract is a custodial owned IRA or TSA, the Annuitant's spouse who is treated as the Annuitant's spouse pursuant to federal law.

Surviving Spouse – The surviving spouse of a deceased Owner (or Annuitant in the case of a custodial owned IRA or TSA).

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 65, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the youngest Designated Life is 65 years of age or older, the Protected Payment Amount is 4.5% of the Protected Payment Base. If the youngest Designated Life is younger than 65 years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset will increase the Protected Payment Base to the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the youngest Designated Life is 65 years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 4.5% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **APPENDIX C** for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **APPENDIX C** for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on the previous year-end fair market value of this Contract only,
- the youngest Designated Life is age 65 or older, and
- only RMD Withdrawals are made from the Contract during the Contract Year.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this Rider if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide notice to the Owner.

See example 6 in **APPENDIX C** for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

See **FEDERAL TAX ISSUES – Qualified Contracts –** *Required Minimum Distributions.*

Depletion of Contract Value

If the youngest Designated Life is younger than age 65 when the Contract Value is zero (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the youngest Designated Life is age 65 or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

If the youngest Designated Life is age 65 or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits,
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit (amount will be zero).

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is at least $1.00 less than the Contract Value on that Contract Anniversary.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only or Joint Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only or Joint Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial advisor to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

If the Owner dies and the Surviving Spouse (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the Surviving Spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Rider terminates.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits).**

Ownership and Beneficiary Changes

Changes to the Contract Owner, Annuitant and/or Beneficiary designations and changes in marital status, including a dissolution of marriage, may adversely affect the benefits of this Rider. A particular change may make a Designated Life ineligible to receive lifetime income benefits under this Rider. As a result, the Rider may remain in effect and you may pay for benefits that you will not receive. **You are strongly advised to work with your financial advisor and consider your options prior to making any Owner, Annuitant and/or Beneficiary changes to your Contract.**

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the date of the death of all Designated Lives eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and a Surviving Spouse who chooses to continue the Contract is not a Designated Life eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued by a Surviving Spouse who is a Designated Life eligible for lifetime benefits,
- if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life who is a Contract Owner,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA) (this bullet does not apply if this Rider is issued in California or Connecticut),
- in California and Connecticut, if neither Designated Life is an Owner (or Annuitant in the case of a Custodial owned IRA or TSA), upon the earlier of the death of the first Designated Life or when a death benefit becomes payable under the Contract,
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),

- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the youngest Designated Life is younger than age 65.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

Hypothetical sample calculations are in the attached **APPENDIX C**. The examples are based on certain hypothetical assumptions and are for example purposes only. **These examples are not intended to serve as projections of future investment returns.**

Income Access Select

(This Rider is called the Guaranteed Withdrawal Benefit XIII Rider in the Contract's Rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is $1,000,000 or greater.

You may purchase this optional Rider on the Contract Date or on any Contract Anniversary provided that on the Rider Effective Date:

- the age of each Owner and Annuitant is 85 years or younger,
- the Contract is not issued as an Inherited IRA, Inherited Roth IRA or Inherited TSA, and
- you allocate your entire Contract Value according to the *Investment Allocation Requirements.*

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions.

Protected Payment Amount – The maximum amount that can be withdrawn each Contract Year under this Rider without reducing the Protected Payment Base. The Protected Payment Amount on any day after the Rider Effective Date is equal to 7% of the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 7% of the Protected Payment Base computed on that date. The initial Protected Payment Amount on the Rider Effective Date is equal to 7% of the initial Protected Payment Base.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Remaining Protected Balance – The amount available for future withdrawals made under this Rider. The initial Remaining Protected Balance is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets and Owner-Elected Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

This Rider allows for withdrawals up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. This Rider does not provide lifetime withdrawal benefits. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

The Protected Payment Base and Remaining Protected Balance may change over time. An Automatic Reset or Owner-Elected Reset will increase or decrease the Protected Payment Base and Remaining Protected Balance depending on the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will reduce the Remaining Protected Balance by the amount of the withdrawal and will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, both the Protected Payment Base and Remaining Protected Balance will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under the Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including a TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

While the Rider is in effect, you may make cumulative withdrawals up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Remaining Protected Balance equals zero or until the Rider terminates. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year.

Under your Contract, you may withdraw more than the Protected Payment Amount each Contract Year. **However, withdrawals of more than the Protected Payment Amount in a Contract Year will cause an immediate adjustment to the Remaining Protected Balance, the Protected Payment Base, and the Protected Payment Amount.**

If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged. The Remaining Protected Balance will decrease by the withdrawal amount immediately following the withdrawal.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. We will reduce the Remaining Protected Balance either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount. (See example 4 in **APPENDIX D** for a numerical example of the adjustments to the Protected Payment Base and Remaining Protected Balance as a result of an excess withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, both the Protected Payment Base and Remaining Protected Balance will be reduced by an amount that is greater than the excess amount withdrawn.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Depletion of Contract Value

If the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount immediately prior to that withdrawal, the following will apply:

- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency, as elected by you, but no less frequently than annually, until the Remaining Protected Balance is reduced to zero,
- no additional Purchase Payments will be accepted under the Contract,
- any Remaining Protected Balance will not be available for payment in a lump sum or may not be applied to provide payments under an Annuity Option, and
- the Contract will cease to provide any death benefit (amount will be zero).

If the Contract Value is reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on the previous year-end fair market value of this Contract only, and
- only RMD Withdrawals are made from the Contract during the Contract Year.

Immediately following an RMD Withdrawal, the Remaining Protected Balance will decrease by the RMD Withdrawal amount.

If the Contract Value is reduced to zero, RMD Withdrawals will cease and any Remaining Protected Balance will be paid under a series of pre-authorized withdrawals in accordance with the terms of the Rider.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this Rider if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide notice to the Owner.

See **FEDERAL TAX ISSUES – Qualified Contracts –** *Required Minimum Distributions*.

Reset of Protected Payment Base and Remaining Protected Balance

Regardless of which Reset option is used, on and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future Reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A Reset occurs when the Protected Payment Base and Remaining Protected Balance are changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically Reset the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value, if the Protected Payment Base is at least $1.00 less than the Contract Value on that Contract Anniversary.

Owner-Elected Resets (Non-Automatic). On any Contract Anniversary beginning with the 1st Contract Anniversary, measured from the Rider Effective Date or the most recent Reset Date, whichever is later, you may elect to Reset the Remaining Protected Balance and Protected Payment Base to an amount equal to 100% of the Contract Value.

If you elect this option, your election must be received, In Proper Form, within 60 days after the Contract Anniversary on which the Reset is effective. The Reset will be based on the Contract Value as of that Contract Anniversary. **Your election of this option may result in a reduction in the Protected Payment Base, Remaining Protected Balance and Protected Payment Amount.** Generally, the reduction will occur when your Contract Value is less than the Protected Payment Base as of the Contract Anniversary you elected the reset. **You are strongly advised to work with your financial advisor prior to electing an Owner-Elected Reset.** We will provide you with written confirmation of your election.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base and Remaining Protected Balance by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

Continuation of Rider if Surviving Spouse Continues Contract

This Rider terminates when a death benefit becomes payable under the Contract. If the surviving spouse continues the Contract, the surviving spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Remaining Protected Balance is reduced to zero (0). The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract and Rider (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**).

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically end on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the day the Remaining Protected Balance is reduced to zero,
- the day we are notified of an ownership change of a Non-Qualified Contract (excluding ownership changes: to or from certain trusts, adding or removing the Owner's spouse, or for Riders issued in California or Connecticut),
- when a death benefit becomes payable under the Contract (except as provided under the *Continuation of Rider if Surviving Spouse Continues Contract* subsection),
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date, or
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the contract Value is reduced to zero.

Sample Calculations

Hypothetical sample calculations are in the attached **APPENDIX D**. The examples provided are based on certain hypothetical assumptions and are for example purposes only. **These examples are not intended to serve as projections of future investment returns.**

Guaranteed Protection Advantage 3 Select

(This Rider is called the Guaranteed Minimum Accumulation Benefit Rider in the Contract's Rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Guaranteed Protection Amount is $1,000,000 or greater.

You may purchase the optional Rider on the Contract Date or on any subsequent Contract Anniversary if:

- the age of any Owner and Annuitant on the date of purchase is the lesser of:
  - 85 years or younger, or
  - at least 10 years younger than the maximum annuitization age specified in your Contract,
- the Rider Effective Date is at least 10 years before your selected Annuity Date, and
- you allocate your entire Contract Value according to the *Investment Allocation Requirements.*

How the Rider Works

The Rider will remain in effect, unless otherwise terminated, for a 10-year period (the "Term") beginning on the Effective Date of the Rider.

On the last day of the Term, we will add an additional amount to your Contract Value if, on that day, the Contract Value is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Contract Value on the last day of the Term and the Guaranteed Protection Amount. The additional amount added to the Contract Value will be considered earnings and allocated to your Investment Options according to your most recent allocation instructions. Additional Purchase Payments that are not part of the Guaranteed Protection Amount (Purchase Payments made after the first year of a Term and not included in a Step-Up) will not be included in the benefit calculation at the end of Term.

The Guaranteed Protection Amount is equal to (a) plus (b) minus (c) as indicated below:

(a) is the Contract Value at the start of the Term,

(b) is the amount of each subsequent Purchase Payment received during the first year of the Term, and

(c) is a pro rata adjustment for withdrawals made from the Contract during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal, including any applicable withdrawal charges, premium taxes, and/or other taxes, to the Contract Value immediately prior to the withdrawal.

For purposes of determining the Contract Value at the start of the Term, if the Effective Date of the Rider is the Contract Date, the Contract Value is equal to the initial Purchase Payment. If the Effective Date of the Rider is a Contract Anniversary, the Contract Value is equal to the Contract Value on that Contract Anniversary. Any subsequent Purchase Payments received after the first year of a Term are not included in the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, or a death benefit becomes payable under the Contract, or a full withdrawal is made, the Contract Value will reflect any additional amount owed under the Rider before the payment of any annuity or death benefits, or full withdrawal. No additional amount will be made if the Contract Value on the last day of the Term is greater than or equal to the Guaranteed Protection Amount.

Optional Step-Up in the Guaranteed Protection Amount

On any Contract Anniversary beginning with the 3rd anniversary of the Effective Date of this Rider and before the Annuity Date, you may elect to increase ("Step-Up") your Guaranteed Protection Amount.

If you elect the optional Step-Up, the following conditions will apply:

- your election of a Step-Up must be received, In Proper Form, within 60 days after the Contract Anniversary on which the Step-Up is effective,
- the Guaranteed Protection Amount will be equal to your Contract Value as of the Effective Date of the Step-Up ("Step-Up Date"),
- a new 10-year Term will begin as of the Step-Up Date, and
- you may not elect another Step-Up until on or after the 3rd anniversary of the latest Step-Up Date.

We will not permit a Step-Up if the new 10-year Term will extend beyond the Annuity Date.

Subsequent Purchase Payments

We reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

Continuation of Rider if Surviving Spouse Continues Contract

This Rider terminates when a death benefit becomes payable under the Contract. If the surviving spouse continues the Contract, then the provisions of the Rider will continue until the end of the Term.

Termination

The Rider will automatically terminate at the end of the Term, or, if earlier on:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the day we receive notification from the Owner to terminate the Rider,
- the date a full withdrawal of the amount available for withdrawal is made under the Contract,
- the day we are notified of an ownership change of a Non-Qualified Contract (excluding ownership changes: to or from certain trusts, adding or removing the Owner's spouse, or for Riders issued in California or Connecticut),
- when a death benefit becomes payable under the Contract (except as provided under the *Continuation of Rider if Surviving Spouse Continues Contract* subsection),
- the date the Contract is terminated according to the provisions of the Contract, or
- the Annuity Date.

If your request to terminate the Rider is received at our Service Center within 60 days after a Contract Anniversary, the Rider will terminate on that Contract Anniversary. If your request to terminate the Rider is received at our Service Center more than 60 days after a Contract Anniversary, the Rider will terminate the day we receive the request.

If the Rider is terminated, you must wait until a Contract Anniversary that is at least 1 year from the Effective Date of the termination before the Rider may be purchased again (if available).

Sample Calculations

Hypothetical sample calculations are in the attached **APPENDIX E**. The examples are based on certain hypothetical assumptions and are for example purposes only. **These examples are not intended to serve as projections of future investment returns.**

PACIFIC LIFE AND THE SEPARATE ACCOUNT

Pacific Life

Pacific Life Insurance Company is a life insurance company domiciled in Nebraska. Along with our subsidiaries and affiliates, our operations include life insurance, annuity, pension and institutional products, mutual funds, broker-dealer operations, and investment advisory services. At the end of 2012, we had $290.5 billion of individual life insurance in force and total admitted assets of approximately $101 billion.

We are authorized to conduct our life insurance and annuity business in the District of Columbia and in all states except New York. Our executive office is located at 700 Newport Center Drive, Newport Beach, California 92660.

We were originally organized on January 2, 1868, under the name "Pacific Mutual Life Insurance Company of California" and reincorporated as "Pacific Mutual Life Insurance Company" on July 22, 1936. On September 1, 1997, we converted from a mutual life insurance company to a stock life insurance company ultimately controlled by a mutual holding company and were authorized by California regulatory authorities to change our name to Pacific Life Insurance Company. On September 1, 2005, Pacific Life changed from a California corporation to a Nebraska corporation. Pacific Life is a subsidiary of Pacific LifeCorp, a holding company, which, in turn, is a subsidiary of Pacific Mutual Holding Company, a mutual holding company. Under their respective charters, Pacific Mutual Holding Company must always hold at least 51% of the outstanding voting stock of Pacific LifeCorp, and Pacific LifeCorp must always own 100% of the voting stock of Pacific Life. Owners of Pacific Life's annuity contracts and life insurance policies have certain membership interests in Pacific Mutual Holding Company, consisting principally of the right to vote on the election of the Board of Directors of the mutual holding company and on other matters, and certain rights upon liquidation or dissolutions of the mutual holding company.

Our subsidiary, Pacific Select Distributors, Inc. (PSD) serves as the principal underwriter (distributor) for the Contracts. PSD is located at 700 Newport Center Drive, Newport Beach, California 92660. We and PSD enter into selling agreements with broker-dealers, whose financial advisors are authorized by state insurance departments to sell the Contracts.

We may provide you with reports of our ratings both as an insurance company and as to our claims-paying ability with respect to our General Account assets.

Separate Account A

Separate Account A was established on September 7, 1994 as a separate account of ours, and is registered with the SEC under the Investment Company Act of 1940 (the "1940 Act"), as a type of investment company called a "unit investment trust." We established the Separate Account under the laws of the state of California. The Separate Account is maintained under the laws of the state of Nebraska.

Obligations arising under your Contract are our general corporate obligations. We are also the legal owner of the assets in the Separate Account. Assets of the Separate Account attributed to the reserves and other liabilities under the Contract and other contracts issued by us that are supported by the Separate Account may not be charged with liabilities arising from any of our other business; any income, gain or loss (whether or not realized) from the assets of the Separate Account are credited to or charged against the Separate Account without regard to our other income, gain or loss.

We may invest money in the Separate Account in order to commence its operations and for other purposes, but not to support contracts other than variable annuity contracts. A portion of the Separate Account's assets may include accumulations of charges we make against the Separate Account and investment results of assets so accumulated. These additional assets are ours and we may transfer them to our General Account at any time; however, before making any such transfer, we will consider any possible adverse impact the transfer might have on the Separate Account. Subject to applicable law, we reserve the right to transfer our assets in the Separate Account to our General Account.

The Separate Account may not be the sole investor in the Funds. Investment in a Fund by other separate accounts in connection with variable annuity and variable life insurance contracts may create conflicts. See the Prospectus and SAI for the Funds for more information.

FINANCIAL HIGHLIGHTS

The table below is designed to help you understand how the Variable Investment Options have performed. It shows the value of a Subaccount Unit at the beginning and end of each period, as well as the number of Subaccount Units at the end of each period. A Subaccount Unit is also called an *Accumulation Unit.*

You should read the table in conjunction with the financial statements for Separate Account A, which are included in its annual report dated as of December 31, 2012.

	With Standard Death Benefit			With Stepped-Up Death Benefit Rider		
	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year
Emerging Markets Debt						
05/03/2012-12/31/2012	$10.03	$10.94	8,652	$10.73	$10.93	704
International Small-Cap						
2012	$9.56	$11.23	7,205	$10.75	$11.20	1,003
10/13/2011-12/31/2011	$9.97	$9.56	1,991	N/A	N/A	N/A
Mid-Cap Value						
2012	$10.66	$12.01	16,764	$10.66	$11.98	7,365
09/19/2011-12/31/2011	$10.30	$10.66	5,943	$10.80	$10.66	272
Equity Index						
2012	$10.81	$12.31	55,325	$10.80	$12.28	4,614
09/19/2011-12/31/2011	$10.34	$10.81	3,607	$10.80	$10.80	25
Large-Cap Growth						
2012	$10.14	$11.80	21,394	$11.68	$11.77	102
09/19/2011-12/31/2011	$10.38	$10.14	3,036	N/A	N/A	N/A
Small-Cap Index						
2012	$10.87	$12.42	21,823	$11.41	$12.39	7,655
09/19/2011-12/31/2011	$10.32	$10.87	2,579	N/A	N/A	N/A
Small-Cap Equity						
2012	$11.27	$12.86	8,648	$11.88	$12.82	1,520
10/19/2011-12/31/2011	$10.47	$11.27	1,500	N/A	N/A	N/A
American Funds® Asset Allocation						
2012	$10.49	$11.95	348,761	$10.49	$11.92	66,487
09/14/2011-12/31/2011	$10.13	$10.49	38,699	$10.10	$10.49	$3,913
American Funds® Growth-Income						
2012	$10.64	$12.26	25,286	$10.64	$12.23	12,313
09/26/2011-12/31/2011	$10.37	$10.64	1,181	$9.93	$10.64	1,087
American Funds® Growth						
2012	$10.11	$11.69	19,715	$10.10	$11.66	9,992
09/19/2011-12/31/2011	$10.28	$10.11	5,382	$9.78	$10.10	2,001
Large-Cap Value						
2012	$11.05	$12.66	11,286	$11.05	$12.63	3,851
11/22/2011-12/31/2011	$10.31	$11.05	2,733	$11.09	$11.05	527
Technology						
2012	$10.84	$11.43	22,999	$10.83	$11.40	4,341
10/19/2011-12/31/2011	$10.91	$10.84	1,002	$10.75	$10.83	949
Floating Rate Loan						
2012	$10.32	$10.98	19,064	$10.61	$10.95	1,664
09/30/2011-12/31/2011	$10.06	$10.32	1,737	N/A	N/A	N/A
Global Absolute Return						
11/12/2012-12/31/2012	$9.85	$9.94	1,805	N/A	N/A	N/A
Small-Cap Growth						
2012	$11.01	$12.23	14,107	$11.01	$12.20	997
11/22/2011-12/31/2011	$10.42	$11.01	1,277	$10.92	$11.01	934
Comstock						
2012	$10.76	$12.55	15,254	$10.75	$12.52	3,222
12/01/2011-12/31/2011	$10.56	$10.76	539	$10.80	$10.75	270
Focused 30						
2012	$10.12	$12.27	19,247	$11.17	$12.23	3,699
09/19/2011-12/31/2011	$10.34	$10.12	2,884	N/A	N/A	N/A
Health Sciences						
2012	$10.94	$13.53	39,720	$12.30	$13.49	4,492
09/30/2011-12/31/2011	$9.80	$10.94	2,592	N/A	N/A	N/A
International Value						
2012	$10.16	$11.78	28,189	$10.15	$11.75	2,524
09/19/2011-12/31/2011	$9.98	$10.16	8,007	$9.67	$10.15	976

	With Standard Death Benefit			With Stepped-Up Death Benefit Rider		
	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year
Long/Short Large-Cap						
2012	$10.58	$12.29	11,404	$11.79	$12.26	254
10/19/2011-12/31/2011	$10.42	$10.58	2,318	N/A	N/A	N/A
Growth *(formerly called Growth LT)*						
2012	$10.26	$11.94	2,418	$11.58	$11.91	4
11/21/2011-12/31/2011	$9.92	$10.26	570	N/A	N/A	N/A
International Large-Cap						
2012	$10.06	$12.13	33,331	$10.05	$12.10	4,072
09/19/2011-12/31/2011	$9.85	$10.06	8,553	$9.60	$10.05	997
Mid-Cap Growth						
2012	$9.36	$9.90	30,401	$10.52	$9.88	1,293
09/19/2011-12/31/2011	$10.17	$9.36	4,437	N/A	N/A	N/A
Real Estate						
2012	$10.71	$12.25	41,111	$11.68	$12.22	5,391
09/27/2011-12/31/2011	$9.71	$10.71	7,591	N/A	N/A	N/A
Small-Cap Value						
2012	$10.62	$11.61	13,509	$10.62	$11.58	751
10/27/2011-12/31/2011	$10.88	$10.62	4,540	$10.60	$10.62	546
Main Street® Core						
2012	$10.87	$12.52	11,396	$10.86	$12.48	1,645
09/30/2011-12/31/2011	$9.78	$10.87	1,407	$10.11	$10.86	22
Emerging Markets						
2012	$9.30	$11.12	47,358	$10.41	$11.09	2,375
09/19/2011-12/31/2011	$9.72	$9.30	9,867	N/A	N/A	N/A
Cash Management						
2012	$9.95	$9.79	120,490	$9.94	$9.77	9,170
09/13/2011-12/31/2011	$10.00	$9.95	49,297	$10.00	$9.94	105,625
High Yield Bond						
2012	$10.33	$11.72	51,505	$10.32	$11.69	13,598
09/19/2011-12/31/2011	$10.00	$10.33	8,050	$9.83	$10.32	2,493
Managed Bond						
2012	$9.98	$10.87	159,287	$9.97	$10.85	25,249
09/26/2011-12/31/2011	$9.80	$9.98	12,779	$9.85	$9.97	9,370
Inflation Managed						
2012	$10.03	$10.84	107,779	$10.02	$10.82	24,275
09/26/2011-12/31/2011	$9.80	$10.03	13,642	$9.83	$10.02	8,104
Pacific Dynamix – Conservative Growth						
2012	$10.25	$11.03	290,034	$10.24	$11.00	104,951
09/20/2011-12/31/2011	$9.81	$10.25	40,393	$10.07	$10.24	22,857
Pacific Dynamix – Moderate Growth						
2012	$10.31	$11.33	793,562	$10.30	$11.30	199,192
09/19/2011-12/31/2011	$10.11	$10.31	83,628	$10.19	$10.30	15,152
Pacific Dynamix – Growth						
2012	$10.38	$11.62	262,020	$10.37	$11.59	51,577
09/30/2011-12/31/2011	$9.64	$10.38	75,149	$10.48	$10.37	10,259
Portfolio Optimization Conservative						
2012	$10.16	$11.01	1,253,125	$10.15	$10.98	196,695
09/19/2011-12/31/2011	$10.02	$10.16	143,258	$10.17	$10.15	7,758
Portfolio Optimization Moderate-Conservative						
2012	$10.21	$11.22	1,051,223	$10.20	$11.19	168,764
09/14/2011-12/31/2011	$10.03	$10.21	127,544	$9.77	$10.20	17,280
Portfolio Optimization Moderate						
2012	$10.28	$11.42	2,609,127	$10.27	$11.39	510,611
09/12/2011-12/31/2011	$9.94	$10.28	361,236	$9.79	$10.27	38,780
Portfolio Optimization Growth						
2012	$10.36	$11.62	1,084,741	$10.35	$11.59	377,671
09/12/2011-12/31/2011	$9.94	$10.36	245,470	$9.81	$10.35	88,775
Portfolio Optimization Aggressive-Growth						
2012	$10.42	$11.81	40,397	$10.42	$11.78	14,021
09/14/2011-12/31/2011	$10.14	$10.42	3,105	$9.97	$10.42	310
Mid-Cap Equity						
2012	$10.69	$11.29	13,657	$11.16	$11.26	1,081
10/19/2011-12/31/2011	$10.25	$10.69	3,193	N/A	N/A	N/A
Dividend Growth						
2012	$10.90	$12.29	43,900	$10.90	$12.26	1,889
09/30/2011-12/31/2011	$9.77	$10.90	11,321	$10.88	$10.90	266

	With Standard Death Benefit			With Stepped-Up Death Benefit Rider		
	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year	AUV at Beginning of Year	AUV at End of Year	Number of Subaccount Units Outstanding at End of Year
Short Duration Bond						
2012	$9.94	$10.10	34,976	$9.94	$10.07	956
10/19/2011-12/31/2011	$9.94	$9.94	4,025	$9.95	$9.94	1,373
Currency Strategies						
11/14/2012-12/31/2012	$9.80	$9.85	1,306	N/A	N/A	N/A
Precious Metals						
10/08/2012-12/31/2012	$9.91	$8.54	11,412	N/A	N/A	N/A
Diversified Bond						
2012	$10.04	$10.71	30,985	$10.03	$10.68	13,925
09/19/2011-12/31/2011	$9.97	$10.04	8,343	$10.00	$10.03	3,394
Inflation Protected						
2012	$10.09	$10.47	18,413	$10.08	$10.45	4,982
10/14/2011-12/31/2011	$9.84	$10.09	4,266	$10.10	$10.08	2,018
Invesco V.I. Balanced-Risk Allocation Fund Series II						
2012	$9.93	$10.81	279,974	$9.93	$10.79	51,866
10/14/2011-12/31/2011	$9.53	$9.93	953	$9.71	$9.93	17,186
AllianceBernstein VPS Balanced Wealth Strategy Portfolio Class B						
2012	$10.17	$11.34	45,266	$10.16	$11.31	13,003
09/28/2011-12/31/2011	$9.75	$10.17	13,806	$9.82	$10.16	4,685
BlackRock Global Allocation V.I. Fund Class III						
2012	$9.87	$10.68	797,891	$9.87	$10.66	109,500
09/14/2011-12/31/2011	$9.99	$9.87	66,962	$9.61	$9.87	21,775
Fidelity VIP FundsManager® 60% Portfolio Service Class 2						
05/07/2012-12/31/2012	$9.85	$10.20	44,467	$9.66	$10.19	17,354
First Trust/Dow Jones Dividend & Income Allocation Portfolio						
05/24/2012-12/31/2012	$9.78	$10.33	59,893	$10.07	$10.31	26,171
Franklin Templeton VIP Founding Funds Allocation Fund Class 4						
2012	$10.52	$11.92	50,878	$10.51	$11.89	8,219
09/14/2011-12/31/2011	$10.04	$10.52	16,580	$9.87	$10.51	4,625
GE Investments Total Return Fund Class 3						
2012	$10.21	$11.28	478,613	$10.20	$11.25	27,578
09/16/2011-12/31/2011	$10.18	$10.21	26,748	$10.36	$10.20	4,210
MFS® Total Return Series – Service Class						
2012	$10.42	$11.38	84,224	$10.42	$11.35	11,082
09/28/2011-12/31/2011	$9.82	$10.42	12,191	$10.46	$10.42	39
PIMCO Global Multi-Asset Portfolio – Advisor Class						
2012	$9.64	$10.32	147,159	$9.63	$10.29	29,595
09/14/2011-12/31/2011	$9.93	$9.64	36,295	$9.92	$9.63	1,647

FEDERAL TAX ISSUES

The following summary of federal income tax issues is based on our understanding of current tax laws and regulations, which may be changed by legislative, judicial or administrative action. The summary is general in nature and is not intended as tax advice. Moreover, it does not consider any applicable foreign, state or local tax laws. We do not make any guarantee regarding the tax status, federal, foreign, state or local, of any Contract or any transaction involving the Contracts. Accordingly, you should consult a qualified tax adviser for complete information and advice before purchasing a Contract. Additional tax information is included in the SAI.

Diversification Requirements and Investor Control

Section 817(h) of the Code provides that the investments underlying a variable annuity must satisfy certain diversification requirements in order for the contract to be treated as an annuity contract and qualify for tax deferral. We believe the underlying Variable Investment Options for the contract meet these requirements. Details on these diversification requirements appear in the Fund SAIs.

In addition, for a variable annuity contract to qualify for tax deferral, assets in the separate accounts supporting the contract must be considered to be owned by the insurance company and not by the contract owner. Under current U.S. tax law, if a contract owner has excessive control over the investments made by a separate account, or the underlying fund, the contract owner will be taxed currently on income and gains from the account or fund. In other words, in such a case of investor control the contract owner would not derive the tax benefits normally associated with variable annuities. For more information regarding investor control, please refer to the contract SAI.

Taxation of Annuities – General Provisions

Section 72 of the Code governs the taxation of annuities in general, and we designed the Contracts to meet the requirements of Section 72 of the Code. We believe that, under current law, the Contract will be treated as an annuity for federal income tax purposes if the Contract Owner is a natural person or an agent for a natural person, and that we (as the issuing insurance company), and not the Contract Owner(s), will be treated as the owner of the investments underlying the Contract. Accordingly, no tax should be payable by you as a Contract Owner as a result of any increase in Contract Value until you receive money under your Contract. You should, however, consider how amounts will be taxed when you do receive them. The following discussion assumes that your Contract will be treated as an annuity for federal income tax purposes.

Non-Qualified Contracts – General Rules

These general rules apply to Non-Qualified Contracts. As discussed below, however, tax rules may differ for Qualified Contracts and you should consult a qualified tax adviser if you are purchasing a Qualified Contract.

Taxes Payable

A Contract Owner is not taxed on the increases in the value of a Contract until an amount is received or deemed to be received. An amount could be received or deemed to be received, for example, if there is a partial distribution, a lump sum distribution, an Annuity payment or a material change in the Contract or if any portion of the Contract is pledged or assigned. See the *Addition of Optional Rider or Material Change to Contract* section below. Increases in Contract Value that are received or deemed to be received are taxable to the Contract Owner as ordinary income. Distributions of net investment income or capital gains that each Subaccount receives from its corresponding Portfolio are automatically reinvested in such Portfolio unless we, on behalf of the Separate Account, elect otherwise. As noted above, you will be subject to federal income taxes on the investment income from your Contract only when it is distributed to you.

Beginning in 2013, any taxable distribution of the investment income from your Contract may also be subject to a net investment income tax of 3.8%. This tax applies to various investment income such as interest, dividends, royalties, payments from annuities, and the disposition of property, but only to the extent a married taxpayer's modified adjusted gross income exceeds certain thresholds ($200,000 for individuals/$250,000 if married filing jointly). Please speak to your tax advisor about this new tax.

Non-Natural Persons as Owners

If a contract is not owned or held by a natural person or as agent for a natural person, the contract generally will not be treated as an "annuity" for tax purposes, meaning that the contract owner will be subject to current tax on annual increases in Contract Value at ordinary income rates unless some other exception applies. Certain entities, such as some trusts, may be deemed to be acting as agents for natural persons. Corporations, including S corps, C corps, LLCs, partnerships and FLPs, and tax exempt entities are non-natural persons that will not be deemed to be acting as agents for natural persons.

Addition of Optional Rider or Material Change to Contract

The addition of a rider to the Contract, or a material change in the Contract's provisions, such as a change in Contract ownership or an assignment of the Contract, could cause it to be considered newly issued or entered into for tax purposes, and thus could cause a taxable event or the Contract to lose certain grandfathered tax status. Please contact your tax adviser for more information.

Taxes Payable on Withdrawals Prior to the Annuity Date

Amounts you withdraw before annuitization, including amounts withdrawn from your Contract Value in connection with partial withdrawals for payment of any charges and fees, will be treated first as taxable income to the extent that your Contract Value exceeds the aggregate of your Purchase Payments reduced by non-taxable amounts previously received (investment in the Contract), and then as non-taxable recovery of your Purchase Payments. Therefore, you include in your gross income the smaller of: a) the amount of the partial withdrawal, or b) the amount by which your Contract Value immediately before you receive the distribution exceeds your investment in the Contract at that time.

If at the time of a partial withdrawal your Contract Value does not exceed your investment in the Contract, then the withdrawal will not be includable in gross income and will simply reduce your investment in the Contract. Exceptions to this rule are distributions in full discharge of your Contract (a full surrender) or distributions from contracts issued and investments made before August 14, 1982.

The assignment or pledge of (or agreement to assign or pledge) the value of the Contract for a loan will be treated as a withdrawal subject to these rules. You should consult your tax adviser for additional information regarding taking a partial or a full distribution from your Contract.

Multiple Contracts (Aggregation Rule)

Multiple Non-Qualified Contracts that are issued after October 21, 1988, by us or our affiliates to the same Owner during the same calendar year are treated as one Contract for purposes of determining the taxation of distributions (the amount includible in gross income under Code Section 72(e)) prior to the Annuity Date from any of the Contracts. A Contract received in a tax-free exchange under Code Section 1035 may be treated as a new Contract for this purpose. For Contracts subject to the Aggregation Rule, the values of the Contracts and the investments in the Contracts should be added together to determine the taxation under Code Section 72(e). Withdrawals will be treated first as withdrawals of income until all of the income from all such Contracts is withdrawn. The Treasury Department has specific authority under Code Section 72(e)(11) to issue regulations to prevent the avoidance of the income-out-first rules for withdrawals prior to the Annuity Date through the serial purchase of Contracts or otherwise. As of the date of this Prospectus there are no regulations interpreting these aggregation provisions.

10% Tax Penalty Applicable to Certain Withdrawals and Annuity Payments

The Code provides that the taxable portion of a withdrawal or other distribution may be subject to a tax penalty equal to 10% of that taxable portion unless the withdrawal is:

- made on or after the date you reach age 59½,
- made by a Beneficiary after your death,
- attributable to your becoming disabled,
- any payments annuitized using a life contingent annuity option,
- attributable to an investment in the Contract made prior to August 14, 1982, or
- any distribution that is a part of a series of substantially equal periodic payments (Code Section 72(q) payments) made (at least annually) over your life (or life expectancy) or the joint lives (or life expectancies) of you and your designated beneficiary.

Additional exceptions may apply to certain Qualified Contracts (see ***Taxes Payable on Annuity Payments*** and the applicable **Qualified Contracts**).

Taxes Payable on Optional Rider Charges

It is our understanding that the charges relating to any optional rider are not subject to current taxation and we will not report them as such. However, the IRS may determine that these charges should be treated as partial withdrawals subject to current taxation to the extent of any gain and, if applicable, the 10% tax penalty. We reserve the right to report any optional rider charges as partial withdrawals if we believe that we would be expected to report them in accordance with IRS regulations.

Distributions After the Annuity Date

After you annuitize, a portion of each annuity payment you receive under a Contract generally will be treated as a partial recovery of Investments (as used here, “Investments” means the aggregate Purchase Payments less any amounts that were previously received under the Contract but not included in income) and will not be taxable. (In certain circumstances, subsequent modifications to an initially-established payment pattern may result in the imposition of a tax penalty.) The remainder of each annuity payment will be taxed as ordinary income. However, after the full amount of aggregate Investments has been recovered, the full amount of each annuity payment will be taxed as ordinary income. Exactly how an annuity payment is divided into taxable and non-taxable portions depends on the period over which annuity payments are expected to be received, which in turn is governed by the form of annuity selected and, where a lifetime annuity is chosen, by the life expectancy of the Annuitant(s) or payee(s). Such a payment may also be subject to a tax penalty if taken prior to age 59½.

For periodic (annuity) payments, we will default your state tax withholding (as applicable) based upon the marital status and allowance(s) provided for your federal taxes or, if no withholding instructions are provided, we will default to either a married person with 3 exemptions or your resident state's prescribed withholding default (if applicable). Please consult with a tax advisor for additional information, including whether your resident state has a specific version of the W-4P form that should be submitted to us with state-specific income tax information.

Same-Sex Spouses

Pursuant to Section 3 of the federal Defense of Marriage Act ("DOMA"), same-sex marriages currently are not recognized for purposes of federal law. Therefore, the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Internal Revenue Code sections 72(s) and 401(a)(9) are currently NOT available to a same-sex spouse. Same-sex spouses who own or are considering the purchase of annuity products that provide benefits based upon status as a spouse should consult a tax advisor. To the extent that an annuity contract or certificate accords to spouses other rights or benefits that are not affected by DOMA, same-sex spouses remain entitled to such rights or benefits to the same extent as any annuity holder's spouse.

Distributions to Beneficiary After Contract Owner's Death

Generally, the same tax rules apply to amounts received by the Beneficiary as those that apply to the Contract Owner, except that the early withdrawal tax penalty does not apply. Thus, any annuity payments or lump sum withdrawal will be divided into taxable and non-taxable portions.

If death occurs after the Annuity Date, but before the expiration of a period certain option, the Beneficiary will recover the balance of the Investments as payments are made and may be allowed a deduction on the final tax return for the unrecovered Investments. A lump sum payment taken by the Beneficiary in lieu of remaining monthly annuity payments is not considered an annuity payment for tax purposes. The portion of any lump sum payment to a Beneficiary in excess of aggregate unrecovered Investments would be subject to income tax.

Contract Owner's Estate

Generally, any amount payable to a Beneficiary after the Contract Owner's death, whether before or after the Annuity Date, will be included in the estate of the Contract Owner for federal estate tax purposes. If the inclusion of the value of the Contract triggers a federal estate tax to be paid, the Beneficiary may be able to use a deduction called Income in Respect of Decedent (IRD) in calculating the income taxes payable upon receipt of the death benefit proceeds. In addition, designation of a non-spouse Beneficiary who either is 37½ or more years younger than a Contract Owner or is a grandchild of a Contract Owner may have Generation Skipping Transfer Tax (GSTT) consequences under section 2601 of the Code. You should consult with a qualified tax advisor if you have questions about federal estate tax, IRD, or GSTT.

Gifts of Annuity Contracts

Generally, gifts of Non-Qualified Contracts prior to the annuity start date will trigger tax reporting to the donor on the gain on the Contract, with the donee getting a stepped-up basis for the amount included in the donor's income. The 10% early withdrawal tax penalty and gift tax also may be applicable. This provision does not apply to transfers between spouses or incident to a divorce, or transfers to and from a trust acting as agent for the Owner or the Owner's spouse.

Tax Withholding for Non-Qualified Contracts

Unless you elect to the contrary, any amounts you receive under your Contract that are attributable to investment income will be subject to withholding to meet federal income tax obligations. For nonperiodic distributions, you will have the option to provide us with withholding information at the time of your withdrawal request. If you do not provide us with withholding information, we will generally withhold 10% of the taxable distribution amount and remit it to the IRS. For periodic (annuity) payments, the rate of withholding will be determined on the basis of the withholding information you provide to us. If you do not provide us with withholding information, we are required to determine the Federal income tax withholding, from every annuity payment, as if you are a married person with 3 exemptions. State and local withholding may apply different defaults and will be determined by applicable law.

Certain states have indicated that pension and annuity withholding will apply to payments made to residents.

Please call (800) 722-4448 with any questions about the required withholding information. Financial advisors may call us at (800) 722-2333.

Tax Withholding for Non-resident Aliens or Non U.S. Persons

Taxable distributions to Contract Owners who are non-resident aliens or other non U.S. persons are generally subject to U.S. federal income tax withholding at a 30% rate, unless a lower treaty rate applies. Prospective foreign owners are advised to consult with a tax advisor regarding the U.S., state and foreign tax treatment of a Contract.

Exchanges of Non-Qualified Contracts (1035 Exchanges)

You may make your initial or an additional Purchase Payment through an exchange of an existing annuity contract or endowment life insurance contract pursuant to Section 1035 of the Code (a 1035 exchange). The exchange can be effected by completing the Transfer/ Exchange form, indicating in the appropriate section of the form that you are making a 1035 exchange and submitting any applicable state replacement form. The form is available by calling your financial advisor or by calling our Contract Owner number at (800) 722-4448. Financial advisors can call (800) 722-2333. Once completed, the form should be mailed to us. If you are making an initial Purchase Payment, a completed Contract application should also be attached.

In general terms, Section 1035 of the Code provides that no gain or loss is recognized when you exchange one annuity or life insurance contract for another annuity contract. Transactions under Section 1035, however, may be subject to special rules and may require special procedures and record keeping, particularly if the exchanged annuity contract was issued prior to August 14, 1982. You should consult your tax adviser prior to effecting a 1035 exchange.

Partial 1035 Exchanges and Annuitization

A partial exchange is the direct transfer of only a portion of an existing annuity's Contract Value to a new annuity contract. Under Rev. Proc. 2011-38 a partial exchange will be treated as tax-free under Code Section 1035 if there are no distributions, from either annuity, within 180 days of the partial 1035 exchange. Any distribution taken during the 180 days may jeopardize the tax-free treatment of the partial exchange. Such determination will be made by the IRS, using general tax principals, to determine the substance, and thus the treatment of the transaction. In addition, annuity payments that are based on one or more lives or for a period of 10 or more years (as described in the partial exchange rule of Code Section 72(a)(2)) will not be treated as a distribution from either the old or new contract. Rev. Proc. 2011-38 applies to partial exchanges and partial annuitizations *on or after* October 24, 2011. In addition, annuity payments that are based on one or more lives or for a period of 10 or more years (as described in Code Section 72(a)(2)) will not be considered a distribution when determining whether the tax treatment described in Rev. Proc. 2011-38 will apply.

You should consult your tax adviser prior to effecting a partial 1035 exchange or a partial annuitization.

Impact of Federal Income Taxes

In general, in the case of Non-Qualified Contracts, if you are an individual and expect to accumulate your Contract Value over a relatively long period of time without making significant withdrawals, there may be federal income tax advantages in purchasing such a Contract. This is because any increase in Contract Value is not subject to current taxation. Income taxes are deferred until the money is withdrawn, at which point taxation occurs only on the gain from the investment in the Contract. With income taxes deferred, you may accumulate more money over the long term through a variable annuity than you may through non-tax-deferred investments. The advantage may be greater if you decide to liquidate your Contract Value in the form of monthly annuity payments after your retirement, or if your tax rate is lower at that time than during the period that you held the Contract, or both.

When withdrawals or distributions are taken from the variable annuity, the gain is taxed as ordinary income. This may be a potential disadvantage because money that had been invested in other types of assets may qualify for a more favorable federal tax rate. For example, in 2013, the tax rate applicable both to the sale of capital gain assets held more than 1 year and to the receipt of qualifying dividends by individuals is a maximum of 20% (as low as 0% for lower-income individuals). In contrast, an ordinary income tax rate of up to 39.6% applies to taxable withdrawals on distributions from a variable annuity in 2013. Also, withdrawals or distributions taken from a variable annuity prior to attaining age 59½ may be subject to a tax penalty equal to 10% of the taxable portion, although exceptions to the tax penalty may apply.

An owner of a variable annuity cannot deduct or offset losses on transfers to or from Subaccounts, or at the time of any partial withdrawals. If you surrender your Contract and your Net Contract Value is less than the aggregate of your investments in the Contract (reduced by any previous non-taxable distributions), there may be a deductible ordinary income loss, although the deduction may be limited. Consult with your tax adviser regarding the impact of federal income taxes on your specific situation.

Taxes on Pacific Life

Although the Separate Account is registered as an investment company, it is not a separate taxpayer for purposes of the Code. The earnings of the Separate Account are taxed as part of our operations. No charge is made against the Separate Account for our federal income taxes (excluding the charge for premium taxes), but we will review, periodically, the question of charges to the Separate Account or your Contract for such taxes. Such a charge may be made in future years for any federal income taxes that would be attributable to the

Separate Account or to our operations with respect to your Contract, or attributable, directly or indirectly, to investments in your Contract.

Under current law, we may incur state and local taxes (in addition to premium taxes) in several states. At present, these taxes are not significant and they are not charged against the Contract or the Separate Account. If there is a material change in applicable state or local tax laws, the imposition of any such taxes upon us that are attributable to the Separate Account or to our operations with respect to your Contract may result in a corresponding charge against the Separate Account or your Contract.

Given the uncertainty of future changes in applicable federal, state or local tax laws, we cannot appropriately describe the effect a tax law change may have on taxes that would be attributable to the Separate Account or your Contract.

Qualified Contracts – General Rules

The Contracts are available to a variety of Qualified Plans and IRAs. Tax restrictions and consequences for Contracts under each type of Qualified Plan and IRAs differ from each other and from those for Non-Qualified Contracts. No attempt is made herein to provide more than general information about the use of the Contract with the various types of Qualified Plans and IRAs. Participants under such Qualified Plans, as well as Contract Owners, Annuitants and Beneficiaries, are cautioned that the rights of any person to any benefits under such Qualified Plans may be subject to the terms and conditions of the Plans themselves or limited by applicable law, regardless of the terms and conditions of the Contract issued in connection therewith.

Tax Deferral

It is important to know that Qualified Plans such as 401(k)s, as well as IRAs, are already tax-deferred. Therefore, an annuity contract should be used to fund an IRA or Qualified Plan to benefit from the annuity's features other than tax deferral. Other benefits of using a variable annuity to fund a Qualified Plan or an IRA include the lifetime income options, guaranteed death benefit options and the ability to transfer among Investment Options without sales or withdrawal charges. You should consider if the Contract is a suitable investment if you are investing through a Qualified Plan or IRA.

Taxes Payable

Generally, amounts received from Qualified Contracts are taxed as ordinary income under Section 72, to the extent that they are not treated as a tax free recovery of contributions. Amounts you withdraw before annuitization, including amounts withdrawn from your Contract Value in connection with partial withdrawals for payment of any charges and fees, will be treated as ordinary income. Different rules apply for Roth IRAs. Consult your tax advisor before requesting a distribution from a Qualified Contract.

10% Tax Penalty for Early Withdrawals

Generally, distributions from IRAs and Qualified Plans that occur before you attain age 59½ are subject to a 10% tax penalty imposed on the amount of the distribution that is includable in gross income, with certain exceptions. These exceptions include distributions:

- made to a beneficiary after the owner's/participant's death,
- attributable to the owner/participant becoming disabled under Section 72(m)(7),
- that are part of a series of substantially equal periodic payments (also referred to as SEPPs or 72(t) payments) made (at least annually) over your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your designated beneficiary,
- for certain higher education expenses (IRAs only),
- used to pay for certain health insurance premiums or medical expenses (IRAs only),
- for costs related to the purchase of your first home (IRAs only), and
- (except for IRAs) made to an employee after separation from service after reaching age 55 (or age 50 in the case of a qualified public safety employee).

Tax Withholding for Qualified Contracts

Distributions from a Contract under a Qualified Plan (not including an individual retirement annuity subject to Code Section 408 or Code Section 408A) to an employee, surviving spouse, or former spouse who is an alternate payee under a qualified domestic relations order, in the form of a lump sum settlement or periodic annuity payments for a fixed period of fewer than 10 years are subject to mandatory income tax withholding of 20% of the taxable amount of the distribution, unless:

- the distributee directs the transfer of such amounts in cash to another Qualified Plan or a traditional IRA, or
- the payment is a minimum distribution required under the Code.

The taxable amount is the amount of the distribution less the amount allocable to after-tax contributions. All other types of taxable distributions are subject to withholding unless the distributee elects not to have withholding apply.

For periodic (annuity) payments, the rate of withholding will be determined on the basis of the withholding information you provide to us. If you do not provide us with withholding information, we are required to determine the Federal income tax withholding, from every annuity payment, as if you are a married person with 3 exemptions. State and local withholding may apply different defaults and will be determined by applicable law.

Certain states have indicated that pension and annuity withholding will apply to payments made to residents.

IRAs and Other Qualified Contracts with Optional Benefit Riders

As of the date of this Prospectus, there are special considerations for purchases of any optional living or death benefit riders. IRS regulations state that Individual Retirement Accounts (IRAs) may generally not invest in life insurance contracts. We believe that these regulations do not prohibit the optional living or death benefit riders from being added to your Contract if it is issued as a Traditional IRA, Roth IRA, SEP IRA or SIMPLE IRA. However, the law is unclear and it is possible that a Contract that has optional living or death benefit riders and is issued as a Traditional IRA, Roth IRA, SEP IRA or SIMPLE IRA could be disqualified and may result in increased taxes to the Owner.

Similarly, section 401 plans, section 403(b), 457(b) annuities and IRAs (but not Roth IRAs) can only offer *incidental* death benefits. The Internal Revenue Service (IRS) could take the position that the enhanced death benefits provided by optional benefit riders are not incidental. In addition, to the extent that the optional benefit riders alter the timing or the amount of the payment of distributions under a Qualified Contract, the riders cannot be paid out in violation of the minimum distribution rules of the Code.

It is our understanding that the charges relating to the optional benefit riders are not subject to current taxation and we will not report them as such. However, the IRS may determine that these charges should be treated as partial withdrawals subject to current income taxation to the extent of any gain and, if applicable, the 10% tax penalty. We reserve the right to report the rider charges as partial withdrawals if we believe that we would be expected to report them in accordance with IRS regulations.

Required Minimum Distributions

The regulations provide that you cannot keep assets in Qualified Plans or IRAs indefinitely. Eventually they are required to be distributed; at that time (the Required Beginning Date (RBD)), Required Minimum Distributions (RMDs) are the amount that must be distributed each year.

Under Section 401 of the Code (for Qualified Plans) and Section 408 of the Code (for IRAs), the entire interest under the Contract must be distributed to the Owner/Annuitant no later than the Owner/Annuitant's RBD, or distributions over the life of the Owner/Annuitant (or the Owner/Annuitant and his beneficiary) must begin no later than the RBD.

The RBD for distributions from a Qualified Contract maintained for an IRA under Section 408 of the Code is generally April 1 of the calendar year following the year in which the Owner/Annuitant reaches age 70½. The RBD for a Qualified Contract maintained for a qualified retirement or pension plan under Section 401 of the Code or a Section 403(b) annuity is April 1 of the calendar year following the later of the year in which the Owner/Annuitant reaches age 70½, or, if the plan so provides, the year in which the Owner/Annuitant retires. There is no RBD for a Roth IRA maintained pursuant to Section 408A of the Code.

The IRS requires that all IRA holders and Qualified Plan Participants (with one exception discussed below) use the Uniform Lifetime Table to calculate their RMDs.

The Uniform Lifetime Table is based on a joint life expectancy and uses the IRA owner's actual age and assumes that the beneficiary is 10 years younger than the IRA owner. Note that under these Final Regulations, the IRA owner does not need to actually have a named beneficiary when they turn age 70½.

The exception noted above is for an IRA owner who has a spouse, who is more than 10 years younger, as the sole beneficiary on the IRA. In that situation, the spouse's actual age (and life expectancy) will be used in the joint life calculation.

If the Owner/Annuitant dies prior to his RBD or complete distribution from the Qualified Contract, the remainder shall be distributed as provided in the "Qualified Contract Distribution Rules" section of this Prospectus. For non-spouse beneficiaries, life expectancy is initially computed by use of the Single Life Table of the Final Regulations (Regulation Section 1.401(a)(9)-9). Subsequent life expectancy shall be calculated by reducing the life expectancy of the Beneficiary by one in each following calendar year.

The method of distribution selected must comply with the minimum distribution rules of Code Section 401(a)(9), and the applicable Regulations thereunder.

Actuarial Value

In accordance with recent changes in laws and regulations, RMDs and Roth IRA conversions may be calculated based on the sum of the contract value and the actuarial value of any additional death benefits and benefits from optional riders that you have purchased under the Contract. As a result, RMDs and taxes due on Roth IRA Conversions may be larger than if the calculation were based on the contract value only, which may in turn result in an earlier (but not before the required beginning date) distribution under the Contract and an increased amount of taxable income distributed to the contract owner, and a reduction of death benefits and the benefits of any optional riders.

RMDs and Annuity Options

Under the Final Regulations, for retirement plans that qualify under Section 401 or 408 of the Code, the period elected for receipt of RMDs as annuity payments under Annuity Options 2 and 4 generally may be:

- no longer than the joint life expectancy of the Annuitant and Beneficiary in the year that the Annuitant reaches age 70½, and
- must be shorter than such joint life expectancy if the Beneficiary is not the Annuitant's spouse and is more than 10 years younger than the Annuitant.

Under Annuity Option 3, if the Beneficiary is not the Annuitant's spouse and is more than 10 years younger than the Annuitant, the 66⅔% and 100% elections specified below may not be available. The restrictions on options for retirement plans that qualify under Sections 401 and 408 also apply to a retirement plan that qualifies under Section 403(b) with respect to amounts that accrued after December 31, 1986.

Loans

Certain Owners of Qualified Contracts may borrow against their Contracts. Otherwise loans from us are not permitted. You may request a loan from us, using your Contract Value as your only security if yours is a Qualified Contract that is:

- not subject to Title 1 of ERISA,
- issued under Section 403(b) of the Code, and
- issued under a Plan that permits Loans (a "Loan Eligible Plan").

You may have only one loan outstanding at any time. The minimum loan amount is $1,000, subject to certain state limitations. Your Contract Debt at the effective date of your loan may not exceed the *lesser* of:

- 50% of the amount available for withdrawal under this Contract (see **WITHDRAWALS – Optional Withdrawals –** *Amount Available for Withdrawal)*, or
- $50,000 less your highest outstanding Contract Debt during the 12-month period immediately preceding the effective date of your loan.

If your request for a loan is processed, you will be charged interest on your Contract Debt at a fixed annual rate equal to 5%. The amount held in the Loan Account to secure your loan will earn a return equal to an annual rate of 3%. The net amount of interest you pay on your loan will be 2.00% annually. These rates may vary by state.

Interest charges accrue on your Contract Debt daily, beginning on the effective date of your loan. Interest earned on the Loan Account Value accrues daily beginning on the day following the effective date of the loan, and those earnings will be transferred once a year to your Investment Options in accordance with your most recent allocation instructions. Your loan, including principal and accrued interest, generally must be repaid in quarterly installments and loan repayments are not considered Purchase Payments. For more information about loans, including the consequences of loans, loan procedures, loan terms and repayment terms, see the SAI.

Taking a loan while an optional living benefit Rider is in effect will terminate your Rider. Work with your financial advisor before taking a loan.

We may change these loan provisions to reflect changes in the Code or interpretations thereof. **We urge you to consult with a qualified tax adviser prior to effecting any loan transaction under your Contract.**

IRAs and Qualified Plans

The following is only a general discussion about types of IRAs and Qualified Plans for which the Contracts are available. We are not the administrator of any Qualified Plan. The plan administrator and/or custodian, whichever is applicable, (but not us) is responsible for all Plan administrative duties including, but not limited to, notification of distribution options, disbursement of Plan benefits, handling any processing and administration of Qualified Plan loans, compliance regulatory requirements and federal and state tax reporting of income/distributions from the Plan to Plan participants and, if applicable, Beneficiaries of Plan participants and IRA

contributions from Plan participants. Our administrative duties are limited to administration of the Contract and disbursements of any Contract benefits to the Owner, Annuitant, or Beneficiary of the Contract, as applicable. Our tax reporting responsibility is limited to federal and state tax reporting of income/distributions to the applicable payee and IRA contributions from the Owner of a Contract, as recorded on our books and records. The Qualified Plan (the plan administrator or the custodian) is required to provide us with information regarding individuals with signatory authority on the Contract(s) owned. If you are purchasing a Qualified Contract, you should consult with your plan administrator and/or a qualified tax adviser. You should also consult with a qualified tax adviser and/or plan administrator before you withdraw any portion of your Contract Value.

Individual Retirement Annuities ("IRAs")

In addition to "traditional" IRAs established under Code 408, there are SEP IRAs under Code Section 408(k), Roth IRAs governed by Code Section 408A and SIMPLE IRAs established under Code Section 408(p). Also, Qualified Plans under Section 401, 403(b), or 457(b) of the Code that include after-tax employee contributions may be treated as deemed IRAs subject to the same rules and limitations as traditional IRAs. Contributions to each of these types of IRAs are subject to differing limitations. The following is a very general description of each type of IRA and other Qualified Plans.

Traditional IRAs

Traditional IRAs are subject to limitations on the amount that may be contributed each year, the persons who may be eligible to contribute, when rollovers are available and when distributions must commence. Depending upon the circumstances of the individual, contributions to a traditional IRA may be made on a deductible or non-deductible basis.

Annual contributions are generally allowed for persons who have not attained age 70½ and who have compensation (as defined by the IRS) of at least the contribution amount. Distributions of minimum amounts specified by the Code must commence by April 1 of the calendar year following the calendar year in which you attain age 70½. Failure to make mandatory minimum distributions may result in imposition of a 50% tax penalty on any difference between the required distribution amount and the amount actually distributed. Additional distribution rules apply after your death.

You (or your surviving spouse if you die) may rollover funds (such as proceeds from existing insurance policies, annuity contracts or securities) from certain existing Qualified Plans into your traditional IRA if those funds are in cash. This will require you to liquidate any value accumulated under the existing Qualified Plan. Mandatory withholding of 20% may apply to any rollover distribution from your existing Qualified Plan if the distribution is not transferred directly to your traditional IRA. To avoid this withholding you should have cash transferred directly from the insurance company or plan trustee to your traditional IRA.

SIMPLE IRAs

The Savings Incentive Match Plan for Employees of Small Employers ("SIMPLE Plan") is a type of IRA established under Code Section 408(p)(2). Depending upon the SIMPLE Plan, employers may make plan contributions into a SIMPLE IRA established by each participant of the SIMPLE Plan. Like other IRAs, a 10% tax penalty is imposed on certain distributions that occur before an employee attains age 59½. In addition, the tax penalty is increased to 25% for amounts received or rolled to another IRA or Qualified Plan during the 2-year period beginning on the date an employee first participated in a qualified salary reduction arrangement pursuant to a SIMPLE Plan maintained by their employer. Contributions to a SIMPLE IRA will generally include employee salary deferral contributions and employer contributions. Distributions from a SIMPLE IRA may be transferred to another SIMPLE IRA tax free or may be eligible for tax free rollover to a traditional IRA, a 403(b), a 457(b) or other Qualified Plan after the required 2-year period.

SEP-IRAs

A Simplified Employee Pension (SEP) is an employer sponsored retirement plan under which employers are allowed to make contributions toward their employees' retirement, as well as their own retirement (if the employer is self-employed). A SEP is a type of IRA established under Code Section 408(k). Under a SEP, a separate IRA account called a SEP-IRA is set up by or for each eligible employee and the employer makes the contribution to the account. Like other IRAs, a 10% tax penalty is imposed on certain distributions that occur before an employee attains age 59½.

Roth IRAs

Section 408A of the Code permits eligible individuals to establish a Roth IRA. Contributions to a Roth IRA are not deductible, but withdrawals of amounts contributed and the earnings thereon that meet certain requirements are not subject to federal income tax. In general, Roth IRAs are subject to limitations on the amount that may be contributed and the persons who may be eligible to contribute and are subject to certain required distribution rules on the death of the Contract Owner. Unlike a traditional IRA, Roth IRAs are not subject to minimum required distribution rules during the Contract Owner's lifetime. Generally, however, the amount remaining in a Roth IRA must be distributed by the end of the fifth year after the death of the Contract Owner/Annuitant or distributed over the life expectancy of the Designated Beneficiary. The owner of a traditional IRA may convert a traditional IRA into a Roth IRA under certain circumstances. The conversion of a traditional IRA to a Roth IRA will subject the amount of the converted traditional IRA to federal income tax. Anyone considering the purchase of a Qualified Contract as a Roth IRA or a "conversion" Roth IRA should consult with a qualified tax adviser.

In accordance with recent changes in laws and regulations, at the time of either a full or partial conversion from a Traditional IRA annuity to a Roth IRA annuity, the determination of the amount to be reported as income will be based on the annuity contract's "fair market value", which will include all front-end loads and other non-recurring charges assessed in the 12 months immediately preceding the conversion, and the actuarial present value of any additional contract benefits.

Tax Sheltered Annuities ("TSAs")

Employees of certain tax-exempt organizations, such as public schools or hospitals, may defer compensation through an eligible plan under Code Section 403(b). Salary deferral amounts received from employers for these employees are excludable from the employees' gross income (subject to maximum contribution limits). Distributions under these Contracts must comply with certain limitations as to timing, or result in tax penalties. Distributions from amounts contributed to a TSA pursuant to a salary reduction arrangement, may be made from a TSA only upon attaining age 59½, severance from employment, death, disability, or financial hardship. Section 403(b) annuity distributions can be rolled over to other Qualified Plans in a manner similar to those permitted by Qualified Plans that are maintained pursuant to Section 401 of the Code.

In accordance with Code Section 403(b) and final regulations published on July 26, 2007 ("Final Regulations"), as of January 1, 2009, we are required to provide information regarding contributions, loans, withdrawals, and hardship distributions from your Contract to your 403(b) employer or an agent of your 403(b) employer, upon request. In addition, prior to processing your request for certain transactions, we are required to verify certain information about you with your 403(b) employer (or if applicable, former 403(b) employer) which may include obtaining authorization from either your employer or your employer's third party administrator.

Section 457(b) Non-Qualified Deferred Compensation Plans

Certain employees of governmental entities or tax exempt employers may defer compensation through an eligible plan under Code section 457(b). Contributions to a Contract of an eligible plan are subject to limitations. Subject to plan provisions and a qualifying triggering event, assets in a Section 457(b) plan established by a governmental entity may be transferred or rolled into an IRA or another Qualified Plan, if the Qualified Plan allows the transfer or rollover. If a rollover to an IRA is completed, the assets become subject to IRA rules, including the 10% penalty on distributions prior to age 59½. Assets from other plans may be rolled into a governmental 457(b) plan if the 457(b) plan allows the rollover and if the investment provider is able to segregate the assets for tax reporting purposes. Consult both the distributing plan and the receiving plan prior to making this election. Assets in a 457(b) plan set up by a tax exempt employer may not be rolled to a different type of Qualified Plan or IRA at any time.

401(k) Plans; Pension and Profit-Sharing Plans

Qualified Plans may be established by an employer for certain eligible employees under Section 401 of the Code. These plans may be 401(k) plans, profit-sharing plans, or other pension or retirement plans. Contributions to these plans are subject to limitations. Rollover to other eligible plans may be available. Please consult your Qualified Plans Summary Plan description for more information.

ADDITIONAL INFORMATION

Voting Rights

We are the legal owner of the shares of the Portfolios held by the Subaccounts. We may vote on any matter voted on at shareholders' meetings of the Funds. However, our current interpretation of applicable law requires us to vote the number of shares attributable to your Variable Account Value (your "voting interest") in accordance with your directions.

We will pass proxy materials on to you so that you have an opportunity to give us voting instructions for your voting interest. You may provide your instructions by proxy or in person at the shareholders' meeting. If there are shares of a Portfolio held by a Subaccount for which we do *not* receive timely voting instructions, we will vote those shares in the same proportion as all other shares of that Portfolio held by that Subaccount for which we *have* received timely voting instructions. If we do not receive any voting instructions for the shares in a Separate Account, we will vote the shares in that Separate Account in the same proportion as the total votes for all of our separate accounts for which we've received timely instructions. If we hold shares of a Portfolio in our General Account, we will vote such shares in the same proportion as the total votes cast for all of our separate accounts, including Separate Account A. We will vote shares of any Portfolio held by our non-insurance affiliates in the same proportion as the total votes for all separate accounts of ours and our insurance affiliates. As a result of proportional voting, the votes cast by a small number of Contract Owners may determine the outcome of a vote.

We may elect, in the future, to vote shares of the Portfolios held in Separate Account A in our own right if we are permitted to do so through a change in applicable federal securities laws or regulations, or in their interpretation.

The number of Portfolio shares that form the basis for your voting interest is determined as of the record date set by the Board of Trustees of the Fund. It is equal to:

- your Contract Value allocated to the Subaccount corresponding to that Portfolio, divided by
- the net asset value per share of that Portfolio.

Fractional votes will be counted. We reserve the right, if required or permitted by a change in federal regulations or their interpretation, to amend how we calculate your voting interest.

After your Annuity Date, if you have selected a variable annuity, the voting rights under your Contract will continue during the payout period of your annuity, but the number of shares that form the basis for your voting interest, as described above, will decrease throughout the payout period.

Changes to Your Contract

Contract Owner(s)

Transfer of Contract ownership may involve federal income tax and/or gift tax consequences; you should consult a qualified tax adviser before effecting such a transfer. A change to or from joint Contract ownership is considered a transfer of ownership. If your Contract is Non-Qualified, you may change Contract ownership at any time while the Annuitant is living and prior to your Annuity Date. You may name a different Owner or add or remove a Joint Owner. A Contract cannot name more than two Contract Owners at any time. Any newly-named Contract Owners, including Joint Owners, must be under the age of 81 at the time of change or addition. The Contract Owner(s) may make all decisions regarding the Contract, including making allocation decisions and exercising voting rights. Transactions under a Contract with Joint Owners require approval from both Owners.

If your Contract is Qualified under Code Sections 401 or 457(b), the Qualified Plan must be the sole Owner of the Contract and the ownership cannot be changed unless and until a triggering event has been met under the terms of the Qualified Plan. Upon such event, the ownership can only be changed to the Annuitant. If your Contract is Qualified under Code Sections 408 and 403(b), you must be the sole Owner of the Contract and no changes can be made.

Annuitant and Contingent or Joint Annuitant

Your sole Annuitant cannot be changed, and Joint Annuitants cannot be added or changed, once your Contract is issued. Certain changes may be permitted in connection with Contingent Annuitants. See **ANNUITIZATION – Selecting Your Annuitant**. There may be limited exceptions for certain Qualified Contracts.

Beneficiaries

Your Beneficiary is the person(s) or entity who may receive death benefit proceeds under your Contract or any remaining annuity payments after the Annuity Date if the Annuitant or Owner dies. See the **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS** section for additional information regarding death benefit payouts. You may change or remove your Beneficiary or add Beneficiaries at any time prior to the death of the Annuitant or Owner, as applicable. Any change or addition will generally take effect only when we receive all necessary documents, In Proper Form, and we record the change or addition. Any change or addition will not affect any payment made or any other action taken by us before the change or addition was received and recorded. Under our administrative procedures, a signature guarantee and/or other verification of identity or authenticity may be required when processing a claim payable to a Beneficiary.

Spousal consent may be required to change an IRA Beneficiary. If you are considering removing a spouse as a Beneficiary, it is recommended that you consult your legal or tax advisor regarding any applicable state or federal laws prior to requesting the change. If you have named your Beneficiary irrevocably, you will need to obtain that Beneficiary's consent before making any changes. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. If your Contract was issued in connection with a Qualified Plan subject to Title I of ERISA, contact your Plan Administrator for details. We require that Contracts issued under Code Sections 401 and 457(b) name the Plan as Beneficiary. If you leave no surviving Beneficiary or Contingent Beneficiary, your estate will receive any death benefit proceeds under your Contract.

Changes to All Contracts

If, in the judgment of our management, continued investment by Separate Account A in one or more of the Portfolios becomes unsuitable or unavailable, we may seek to alter the Variable Investment Options available under the Contracts. We do not expect that a Portfolio will become unsuitable, but unsuitability issues could arise due to changes in investment policies, market conditions, tax laws, or due to marketing or other reasons.

Alterations of Variable Investment Options may take differing forms. We reserve the right to substitute shares of any Portfolio that were already purchased under any Contract (or shares that were to be purchased in the future under a Contract) with shares of another Portfolio, shares of another investment company or series of another investment company, or another investment vehicle. Required approvals of the SEC and state insurance regulators will be obtained before any such substitutions are effected, and you will be notified of any planned substitution.

We may add new Subaccounts to Separate Account A and any new Subaccounts may invest in Portfolios of a Fund or in other investment vehicles. Availability of any new Subaccounts to existing Contract Owners will be determined at our discretion. We will notify you, and will comply with the filing or other procedures established by applicable state insurance regulators, to the extent required by applicable law. We also reserve the right, after receiving any required regulatory approvals, to do any of the following:

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

Inquiries and Submitting Forms and Requests

You may reach our service representatives at (800) 722-4448 between the hours of 6:00 a.m. and 5:00 p.m., Pacific time. Financial advisors may call us at (800) 722-2333.

Please send your forms and written requests or questions to:

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

If you are submitting a Purchase Payment or other payment by mail, please send it, along with your application if you are submitting one, to the following address:

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

If you are using an overnight delivery service to send payments, please send them to the following address:

Pacific Life Insurance Company
1299 Farnam Street, 6th Floor, RSD
Omaha, Nebraska 68102

The effective date of certain notices or of instructions is determined by the date and time on which we receive the notice or instructions In Proper Form. In those instances when we receive electronic transmission of the information on the application from your financial advisor's broker-dealer firm and our administrative procedures with your broker-dealer so provide, we consider the application to be received on the Business Day we receive the transmission. In those instances when information regarding your Purchase Payment is electronically transmitted to us by the broker-dealer, we will consider the Purchase Payment to be received by us on the Business Day we receive the transmission of the information. Please call us if you or your financial advisor have any questions regarding which address you should use.

We reserve the right to process any Purchase Payment received at an incorrect address when it is received at either the address indicated in your Contract specification pages or the appropriate address indicated in the Prospectus.

Purchase Payments after your initial Purchase Payment, loan requests, transfer requests, loan repayments and withdrawal requests we receive before the close of the New York Stock Exchange, which usually closes at 4:00 p.m. Eastern time, will normally be effective at the end of the same Business Day that we receive them In Proper Form unless the transaction or event is scheduled to occur on another day. Generally, whenever you submit any other form, notice or request, your instructions will be effective on the next Business Day after we receive them In Proper Form unless the transaction or event is scheduled to occur on another day. We may also require, among other things, a signature guarantee or other verification of authenticity. We do not generally require a signature guarantee unless it appears that your signature may have changed over time or the signature does not appear to be yours; or an executed application or confirmation of application, as applicable, In Proper Form is not received by us; or, to protect you or us. Requests regarding death benefit proceeds must be accompanied by both proof of death and instructions regarding payment In Proper Form. You should call your financial advisor or us if you have questions regarding the required form of a request.

Telephone and Electronic Transactions

You are automatically entitled to make certain transactions by telephone or, to the extent available, electronically. You may also authorize other people to make certain transaction requests by telephone or, to the extent available, electronically by so indicating on the application or by sending us instructions in writing in a form acceptable to us. We cannot guarantee that you or any other person you authorize will always be able to reach us to complete a telephone or electronic transaction; for example, all telephone lines may be busy or access to our website may be unavailable during certain periods, such as periods of substantial market fluctuations or other drastic economic or market change, or telephones or the Internet may be out of service or unavailable during severe weather conditions or other emergencies. Under these circumstances, you should submit your request in writing (or other form acceptable to us). Transaction instructions we receive by telephone or electronically before the close of the New York Stock Exchange, which usually closes at 4:00 p.m. Eastern time, on any Business Day will usually be effective at the end of that day, and we will provide you confirmation of each telephone or electronic transaction.

We have established procedures reasonably designed to confirm that instructions communicated by telephone or electronically are genuine. These procedures may require any person requesting a telephone or electronic transaction to provide certain personal identification upon our request. We may also record all or part of any telephone conversation with respect to transaction instructions. We reserve the right to deny any transaction request made by telephone or electronically. You are authorizing us to accept and to act upon instructions received by telephone or electronically with respect to your Contract, and you agree that, so long as we comply with our procedures, neither we, any of our affiliates, nor any Fund, or any of their directors, trustees, officers, employees or agents will be liable for any loss, liability, cost or expense (including attorneys' fees) in connection with requests that we believe to be genuine. This policy means that so long as we comply with our procedures, you will bear the risk of loss arising out of the telephone or electronic transaction privileges of your Contract. If a Contract has Joint Owners, each Owner may individually make telephone and/or electronic transaction requests.

Electronic Information Consent

Subject to availability, you may authorize us to provide prospectuses, prospectus supplements, annual and semi-annual reports, annual statements, quarterly statements and immediate confirmations, proxy solicitation, privacy notice and other notices and documentation in electronic format when available instead of receiving paper copies of these documents by U.S. mail. You may enroll in this service by so indicating on the application, via our Internet website, or by sending us instructions in writing in a form acceptable to us to receive such documents electronically. Not all contract documentation and notifications may be currently available in electronic format. You will continue to receive paper copies of any documents and notifications not available in electronic format by U.S. mail. In addition, you will continue to receive paper copies of annual statements if required by state or federal law. By enrolling in this service, you consent to receive in electronic format any documents added in the future. For jointly owned contracts, both owners are consenting to receive information electronically. Documents will be available on our Internet website. As documents become available, we will notify you of this by sending you an e-mail message that will include instructions on how to retrieve the document. You must have ready access to a computer with Internet access, an active e-mail account to receive this information electronically, and the ability to read and retain it. You may access and print all documents provided through this service.

If you plan on enrolling in this service, or are currently enrolled, please note that:

- We impose no additional charge for electronic delivery, although your Internet provider may charge for Internet access.

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

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

Timing of Payments and Transactions

For withdrawals, including exchanges under Code Section 1035 and other Qualified transfers, from the Variable Investment Options or for death benefit payments attributable to your Variable Account Value, we will normally send the proceeds within 7 calendar days after your request is effective or after the Notice Date, as the case may be. We will normally effect periodic annuity payments on the day that corresponds to the Annuity Date and will make payment on the following day. Payments or transfers may be suspended for a longer period under certain extraordinary circumstances. These include: a closing of the New York Stock Exchange other than on a regular holiday or weekend; a trading restriction imposed by the SEC; or an emergency declared by the SEC. Amounts withdrawn or transferred from any fixed-rate General Account Investment Option may be delayed for up to six months after the request is effective. See **THE GENERAL ACCOUNT** for more details.

Confirmations, Statements and Other Reports to Contract Owners

Confirmations will be sent out for unscheduled Purchase Payments and transfers, loans, loan repayments, unscheduled partial withdrawals, a full withdrawal and optional living benefit rider Automatic or Owner Elected Resets/Step-Ups. Periodically, we will send you a statement that provides certain information pertinent to your Contract. These statements disclose Contract Value, Subaccount values, any fixed option values, fees and charges applied to your Contract Value, transactions made and specific Contract data that apply to your Contract. Confirmations of your transactions under the pre-authorized checking plan, dollar cost averaging, earnings sweep, portfolio rebalancing, and pre-authorized withdrawal options will appear on your quarterly account statements. Your fourth-quarter statement will contain annual information about your Contract Value and transactions. You may also access these statements online.

If you suspect an error on a confirmation or quarterly statement, you must notify us in writing as soon as possible to ensure proper accounting to your Contract. When you write, tell us your name, contract number and a description of the suspected error. We assume transactions are accurate unless you notify us otherwise within 30 days of receiving the transaction confirmation or, if the transaction is first confirmed on the quarterly statement, within 30 days of receiving the quarterly statement. All transactions are deemed final and may not be changed after the applicable 30 day period.

You will also be sent an annual report for the Separate Account and the Funds and a list of the securities held in each Portfolio of the Funds, as required by the 1940 Act; or more frequently if required by law.

Contract Owner Mailings. To help reduce expenses, environmental waste and the volume of mail you receive, only one copy of Contract Owner documents (such as the prospectus, supplements, announcements, and each annual and semi-annual report) may be mailed to Contract Owners who share the same household address (Householding). If you are already participating, you may opt out by contacting us. Please allow 30 calendar days for regular delivery to resume. You may also elect to participate in Householding by writing or calling us. The current documents are available on our website any time or an individual copy of any of these documents may be requested – see the last page of this Prospectus for more information.

Distribution Arrangements

PSD, a broker-dealer and our subsidiary, pays various forms of sales compensation to broker-dealers (including other affiliates) that solicit applications for the Contracts. PSD also may reimburse other expenses associated with the promotion and solicitation of applications for the Contracts.

We offer the Contracts for sale through broker-dealers that have entered into selling agreements with PSD. Broker-dealers sell the Contracts through their financial advisors. PSD pays compensation to broker-dealers for the promotion and sale of the Contracts. The individual financial advisor who sells you a Contract typically will receive a portion of the compensation, under the financial advisor's own arrangement with his or her broker-dealer. Broker-dealers may receive aggregate commissions of up to 7.10% of your aggregate

Purchase Payments. Under certain circumstances where PSD pays lower initial commissions, certain broker-dealers who solicit applications for Contracts may be paid an ongoing persistency trail commission (sometimes called a residual) which will take into account, among other things, the Account Value and the length of time Purchase Payments have been held under a Contract. A trail commission is not anticipated to exceed 1.50%, on an annual basis, of the Account Value considered in connection with the trail commission. Certain broker-dealers may also be paid an amount under a persistency program which will be based on assets under management and duration of Contracts. The amount under the persistency program for a financial advisor is not expected to exceed 0.25% of their total assets under management.

We may also provide compensation to broker-dealers for providing ongoing service in relation to Contracts that have already been purchased.

Additional Compensation and Revenue Sharing

To the extent permitted by SEC and FINRA rules and other applicable laws and regulations, selling broker-dealers may receive additional payments in the form of cash, other special compensation or reimbursement of expenses, sometimes called "revenue sharing". These additional compensation or reimbursement arrangements may include, for example, payments in connection with the firm's "due diligence" examination of the contracts, payments for providing conferences or seminars, sales or training programs for invited financial advisors and other employees, payments for travel expenses, including lodging, incurred by financial advisors and other employees for such seminars or training programs, seminars for the public, advertising and sales campaigns regarding the Contracts, and payments to assist a firm in connection with its administrative systems, operations and marketing expenses and/or other events or activities sponsored by the firms. Subject to applicable FINRA rules and other applicable laws and regulations, PSD and its affiliates may contribute to, as well as sponsor, various educational programs, sales contests and/or promotions in which participating firms and their salespersons may receive prizes such as merchandise, cash, or other awards. Such additional compensation may give us greater access to financial advisors of the broker-dealers that receive such compensation or may otherwise influence the way that a broker-dealer and financial advisor market the Contracts.

These arrangements may not be applicable to all firms, and the terms of such arrangements may differ between firms. We provide additional information on special compensation or reimbursement arrangements involving selling firms and other financial institutions in the Statement of Additional Information, which is available upon request. Any such compensation will not result in any additional direct charge to you by us.

The compensation and other benefits provided by PSD or its affiliates may be more or less than the overall compensation on similar or other products. This may influence your financial advisor or broker-dealer to present this Contract over other investment vehicles available in the marketplace. You may ask your financial advisor about these differing and divergent interests, how he/she is personally compensated and how his/her broker-dealer is compensated for soliciting applications for the Contract.

Service Arrangements

We have entered into services agreements with certain Funds, or Fund affiliates, which pay us for administrative and other services, including, but not limited to, certain communications and support services. The fees are based on an annual percentage of average daily net assets of certain Fund portfolios purchased by us at Contract Owner's instructions. Currently, the fees received do not exceed an annual percentage of 0.30% and each Fund (or Fund affiliate) may not pay the same annual percentage (some may pay significantly less). Because we receive such fees, we may be subject to competing interests in making these Funds available as Investment Options under the Contracts.

AllianceBernstein Investments, Inc. pays us for each AllianceBernstein Variable Products Series Fund, Inc. portfolio (Class B) held by our separate accounts. American Century Services, LLC pays us for each American Century Variable Portfolios, Inc. portfolio (Class II) held by our separate accounts. BlackRock Distributors, Inc. pays us for each BlackRock Variable Series Funds, Inc. portfolio (Class III) held by our separate accounts. Fidelity Distributors Corporation pays us for each Fidelity Variable Insurance Products Fund portfolio (Service Class 2) held by our separate accounts. First Trust Variable Insurance Trust and First Trust Advisors L.P. pay us for each First Trust Variable Insurance Trust portfolio held by our separate accounts. Franklin Templeton Services, LLC pays us for each Franklin Templeton Variable Insurance Products Trust portfolio (Class 4) held by our separate accounts. Invesco Advisers, Inc. and its affiliates pay us for each AIM Variable Insurance Funds (Invesco Variable Insurance Funds) portfolio (Series II) held by our separate accounts. Janus Capital Management LLC, pays us for each Janus Aspen Series portfolio (Service Shares) held by our separate accounts. Lord Abbett Series Fund, Inc. pays us for each Lord Abbett Series Fund, Inc. portfolio (Class VC) held by our separate accounts. Massachusetts Financial Services Company pays us for each MFS Variable Insurance Trust portfolio (Service Class) held by our separate accounts. Pacific Investment Management Company LLC pays us for each PIMCO Variable Insurance Trust portfolio (Advisor Class) held by our separate accounts. GE Investments Funds, Inc. pays us for each GE Investments Funds, Inc. portfolio (Class 3) held by our separate accounts. Van Eck Securities Corporation, pays us for each Van Eck VIP Trust portfolio (Class S) held by our separate accounts.

Replacement of Life Insurance or Annuities

The term "replacement" has a special meaning in the life insurance industry and is described more fully below. Before you make your purchase decision, we want you to understand how a replacement may impact your existing plan of insurance.

A policy "replacement" occurs when a new policy or contract is purchased and, in connection with the sale, an existing policy or contract is surrendered, lapsed, forfeited, assigned to the replacing insurer, otherwise terminated, or used in a financed purchase. A "financed purchase" occurs when the purchase of a new life insurance policy or annuity contract involves the use of funds obtained from the values of an existing life insurance policy or annuity contract through withdrawal, surrender or loan.

There are circumstances in which replacing your existing life insurance policy or annuity contract can benefit you. As a general rule, however, replacement is not in your best interest. Accordingly, you should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract to determine whether replacement is in your best interest.

State Considerations

Certain Contract features described in this Prospectus may vary or may not be available in your state. The state in which your Contract is issued governs whether or not certain features, Riders, charges or fees are available or will vary under your Contract. These variations are reflected in your Contract and in Riders or Endorsements to your Contract. See your financial advisor or contact us for specific information that may be applicable to your state.

For Contracts issued in the state of Pennsylvania, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

In addition, you understand that benefits and values provided under the Contract may be on a variable basis. Amounts directed into one or more variable Investment Options will reflect the investment experience of those Investment Options. These amounts may increase or decrease and are not guaranteed as to a dollar amount.

For Contracts issued in the state of California, the nursing home waiver of withdrawal charges does not apply.

California Applicants Age 60 or Older

For residents of the state of California 60 years of age or older, the Free Look period is a 30-day period beginning on the day you receive your Contract. If you are a California applicant age 60 or older and your Contract is delivered or issued for delivery on or after July 1, 2004, you must elect, at the time you apply for your Contract, to receive a return of either your Purchase Payments or your Contract Value proceeds if you exercise your Right to Cancel and return your Contract to us.

If you elect to receive the return of Purchase Payments option, the following will apply:

- We will allocate all or any portion of any Purchase Payment we receive to any available fixed option if you instruct us to do so. We will allocate all or any portion of any Purchase Payment designated for any Variable Investment Option to the Cash Management Subaccount until the Free Look Transfer Date. The Free Look Transfer Date is 30 days from the Contract Date. On the Free Look Transfer Date, we will automatically transfer your Cash Management Subaccount Value according to the instructions on your application, or your most recent instruction, if any. This automatic transfer to the Variable Investment Options according to your initial allocation instruction is excluded from the Transfer limitations. See **HOW YOUR PURCHASE PAYMENTS ARE ALLOCATED – Transfers and Market-timing Restrictions**.
- If you specifically instruct us to allocate all or any portion of any additional Purchase Payments we receive to any Variable Investment Option other than the Cash Management Subaccount before the Free Look Transfer Date, you will automatically change your election to the return of your Contract Value proceeds option. This will automatically cancel your election of the "return of Purchase Payments" option for the entire Contract.
- If you request a transfer of all or any portion of your Contract Value from the Cash Management Subaccount to any other Variable Investment Option before the Free Look Transfer Date, you will automatically change your election to the return of your Contract Value proceeds option. This will automatically cancel your election of the "return of Purchase Payments" option for the entire Contract.
- If you exercise your Right to Cancel, we will send you your Purchase Payments.

If you elect the return of Contract Value proceeds option, the following will apply:

- We will immediately allocate any Purchase Payments we receive to the Investment Options you select on your application or your most recent instructions, if any.

- If you exercise your Right to Cancel, we will send you your Contract Value proceeds described in the Right to Cancel (“Free Look”) section of this prospectus.
- Once you elect this option, it may not be changed.

Financial Statements

The statements of assets and liabilities of Separate Account A as of December 31, 2012, the related statements of operations for the year or period then ended, and the statements of changes in net assets and financial highlights for each of the periods presented are incorporated by reference in the Statement of Additional Information from the Annual Report of Separate Account A dated December 31, 2012. Pacific Life’s consolidated statements of financial condition as of December 31, 2012 and 2011, and the related consolidated statements of operations, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2012 are contained in the Statement of Additional Information.

Rule 12h-7 Representation

In reliance on the exemption provided by Rule 12h-7 of the Securities Exchange Act of 1934 (“34 Act”), we do not intend to file periodic reports as required under the 34 Act.

THE GENERAL ACCOUNT

General Information

All amounts allocated to a fixed option become part of our General Account. Subject to applicable law, we exercise sole discretion over the investment of General Account assets, and bear the associated investment risk. You will not share in the investment experience of General Account assets. Unlike the Separate Account, the General Account is subject to liabilities arising from any of our other business. Any guarantees provided for under the contract or through optional riders are backed by our financial strength and claims-paying ability. You must look to the strength of the insurance company with regard to such guarantees.

Because of exemptive and exclusionary provisions, interests in the General Account under the Contract are not registered under the Securities Act of 1933, as amended, and the General Account has not been registered as an investment company under the 1940 Act. Any interest you have in a fixed option is not subject to these Acts, and we have been advised that the SEC staff has not reviewed disclosure in this Prospectus relating to any fixed option. This disclosure may, however, be subject to certain provisions of federal securities laws relating to the accuracy and completeness of statements made in prospectuses.

Guarantee Terms

When you allocate any portion of your Purchase Payments or Contract Value to any fixed option, we guarantee you an interest rate (a “Guaranteed Interest Rate”) for a specified period of time (a “Guarantee Term”) of up to 24 months, depending on what Guarantee Terms we offer. Please contact us for the Guarantee Terms currently available. Guarantee Terms will be offered at our discretion.

Guaranteed Interest Rates for any fixed option may be changed periodically for new allocations. Your allocation will receive the Guaranteed Interest Rate in effect for that fixed option on the effective date of your allocation. All Guaranteed Interest Rates will credit interest daily at a rate that compounds over one year to equal the annual effective rate. The Guaranteed Interest Rate on your fixed option will remain in effect for the Guarantee Term and will never be less than the minimum guaranteed interest rate specified in your Contract.

Withdrawals and Transfers

Prior to the Annuity Date, you may withdraw or transfer amounts from any fixed option to one or more of the other Variable Investment Options. No partial withdrawal or transfer may be made from a fixed option within 30 days of the Contract Date. Currently, we are not requiring the 30-day waiting period on partial withdrawals and transfers, but we reserve the right to require the 30-day waiting period on partial withdrawals and transfers in the future. If your withdrawal leaves you with a Net Contract Value of less than $1,000, we have the right, at our option, to terminate your Contract and send you the withdrawal proceeds. However, we will not terminate your Contract if a partial withdrawal reduces the Net Contract Value to an amount less than $1,000 and there is an optional withdrawal benefit rider in effect.

Amounts transferred or withdrawn from any fixed option may be delayed, as described under **ADDITIONAL INFORMATION – Timing of Payments and Transactions**. Any amount delayed, so long as it is held under any fixed option, will continue to earn interest at the Guaranteed Interest Rate then in effect until that Guarantee Term has ended, and the minimum guaranteed interest rate specified in your Contract thereafter, unless state law requires a greater rate be paid.

DCA Plus Fixed Option

Before your Annuity Date, you can allocate all or some of your Purchase Payments to the DCA Plus Fixed Option. The initial minimum amount that you may allocate to the DCA Plus Fixed Option is $5,000. Currently, we are not enforcing the minimum amount you may allocate to the DCA Plus Fixed Option but we reserve the right to enforce the minimum amount in the future. You may not transfer any amount to the DCA Plus Fixed Option from any other Investment Option. All Purchase Payments allocated to the DCA Plus Fixed Option will earn interest at the then current Guaranteed Interest Rate declared by us.

The DCA Plus Fixed Option Value on any Business Day is the DCA Plus Fixed Option Value on the prior Business Day, increased by any additions to the DCA Plus Fixed Option on that day as a result of any:

- interest, plus
- Purchase Payments received by us then allocated to the DCA Plus Fixed Option, plus
- any additional amounts allocated to the DCA Plus Fixed Option, including Credit Enhancements if applicable,

and decreased by any deductions from the DCA Plus Fixed Option on that day as a result of any;

- transfers, including transfers to the Loan Account,
- withdrawals, including any applicable withdrawal charges,
- amounts applied to provide an annuity,
- charges for premium taxes and/or other taxes,
- annual fees,
- proportionate reductions for annual charges for expenses relating to optional benefit riders attached to the Contract, and
- reduced by any Credit Enhancement as described in **PURCHASING YOUR CONTRACT – Credit Enhancements**.

The DCA Plus program will automatically terminate at the end of your DCA Plus Guarantee Term, or upon the earliest of:

- the date death benefit proceeds become payable under the Contract,
- the date you transfer the entire amount from the DCA Plus Fixed Option to another Investment Option,
- the date the Contract is terminated, or
- the Annuity Date.

At the end of the DCA Plus program, upon receipt of an additional Purchase Payment that satisfies our minimum allocation requirements, you may request, In Proper Form, a new DCA Plus program.

We reserve the right to change the terms and conditions of the DCA Plus program, but not a DCA Plus program you already have in effect.

Guarantee Terms

You can choose a Guarantee Term of up to 24 months, depending on what Guarantee Terms we offer. Please contact us for the Guarantee Terms currently available. The day that the first Purchase Payment allocation is made to the DCA Plus Fixed Option will begin your Guarantee Term. Monthly transfers will occur on the same day of each month thereafter to the Variable Investment Options that you selected. The amount transferred each month is equal to your DCA Plus Fixed Option Value on that day divided by the remaining number of monthly transfers in the Guarantee Term.

Example: On May 1, you submit a $10,000 Purchase Payment entirely to the DCA Plus Fixed Option at a then current Guaranteed Interest Rate of 5.00% with a Guarantee Term of 6 months. On June 1, the value of the DCA Plus Fixed Option is $10,041.52. On June 1, a transfer equal to $1,673.59 ($10,041.52 / 6) will be made according to your DCA Plus transfer instructions. Your remaining DCA Plus Fixed Option Value after the transfer is $8,367.93. On July 1, your DCA Plus Fixed Option has now increased to $8,401.56. We will transfer $1,680.31 ($8,401.56 / 5) to the Variable Investment Options, leaving a remaining value of $6,721.25 in the DCA Plus Fixed Option.

During the Guarantee Term, you can allocate all or a part of any additional Purchase Payments to the DCA Plus Fixed Option. Additional allocations must be at least $250. Each additional allocation will be transferred to the Variable Investment Options you select over the remaining Guarantee Term. Transfers will be made from the DCA Plus Fixed Option Value attributed to the oldest Investment allocation and each subsequent Purchase Payment in the order received.

Example: (using the previous example): On July 15, an additional $5,000 is allocated to the DCA Plus Option at a Guaranteed Interest Rate of 4.00%. On August 1, your DCA Plus Fixed Option Value has increased to $11,758.30. An amount equal to $2,939.58 ($11,758.30 / 4) is transferred from the DCA Plus Fixed Option to the Variable Investment Options. The remaining DCA Plus Fixed Option Value is $8,818.72.

Transfers

DCA Plus transfers must be made on a monthly basis to the Variable Investment Options. No transfers to the DCA Plus Fixed Option may be made at any time. You cannot choose to transfer other than monthly. Unless otherwise instructed, any additional Purchase Payment we receive during a Guarantee Term will be allocated to the Investment Options, including the DCA Plus Fixed Option if so indicated, according to your most recent allocation instructions.

If the Owner dies while transfers are being made from the DCA Plus Fixed Option and the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, transfers will continue to be made from the DCA Plus Fixed Option to the selected Variable Investment Options, until the Guarantee Term ends.

DCA Plus Fixed Option interest is compounded annually and credited to your Contract daily. The Guaranteed Interest Rate is credited on a declining balance as money is transferred from the DCA Plus Fixed Option to the selected Variable Investment Options. The equivalent annual rate reflects the amount of interest that will be transferred to selected Variable Investment Options over the entire Guarantee Term divided by the amount originally invested in the DCA Plus Fixed Option.

Example: On May 1, you submit a $10,000 Purchase Payment entirely to the DCA Plus Fixed Option at a then current Guaranteed Interest Rate of 4.00% with a Guarantee Term of 12 months. Over the entire Guarantee Term, $215.40 of interest is transferred to the selected Variable Investment Options. The equivalent annual rate will equal 2.15% during the Guarantee Term.

Some of the terms we've used in this Prospectus may be new to you. We've identified them in the Prospectus by capitalizing the first letter of each word. You will find an explanation of what they mean below.

If you have any questions, please ask your financial advisor or call us at (800) 722-4448. Financial advisors may call us at (800) 722-2333.

Account Value – The amount of your Contract Value allocated to a specified Variable Investment Option or any fixed option.

Annual Fee – A $40 fee charged each year on your Contract Anniversary and at the time of a full withdrawal (on a pro rated basis for that Contract year), if your Net Contract Value is less than $50,000 on that date.

Annuitant – A person on whose life annuity payments may be determined. An Annuitant's life may also be used to determine certain increases in death benefits, and to determine the Annuity Date. A Contract may name a single ("sole") Annuitant or two ("Joint") Annuitants, and may also name a "Contingent" Annuitant. If you name Joint Annuitants or a Contingent Annuitant, "the Annuitant" means the sole surviving Annuitant, unless otherwise stated.

Annuity Date – The date specified in your Contract, or the date you later elect, if any, for the start of annuity payments if the Annuitant (or Joint Annuitants) is (or are) still living and your Contract is in force; or if earlier, the date that annuity payments actually begin.

Annuity Option – Any one of the income options available for a series of payments after your Annuity Date.

Beneficiary – A person who may have a right to receive the death benefit payable upon the death of the Annuitant or a Contract Owner prior to the Annuity Date, or may have a right to receive remaining guaranteed annuity payments, if any, if the Annuitant dies after the Annuity Date.

Business Day – Any day on which the value of an amount invested in a Variable Investment Option is required to be determined, which currently includes each day that the New York Stock Exchange is open for trading and our administrative offices are open. The New York Stock Exchange and our administrative offices are closed on weekends and on the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day, and the Friday before New Year's Day, July Fourth or Christmas Day if that holiday falls on a Saturday, the Monday following New Year's Day, July Fourth or Christmas Day if that holiday falls on a Sunday, unless unusual business conditions exist, such as the ending of a monthly or yearly accounting period. In this Prospectus, "day" or "date" means Business Day unless otherwise specified. If any transaction or event called for under a Contract is scheduled to occur on a day that is not a Business Day, such transaction or event will be deemed to occur on the next following Business Day unless otherwise specified. Any systematic pre-authorized transaction scheduled to occur on December 30 or December 31 where that day is not a Business Day will be deemed an order for the last Business Day of the calendar year and will be calculated using the applicable Subaccount Unit Value at the close of that Business Day. Special circumstances such as leap years and months with fewer than 31 days are discussed in the SAI.

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

Contingent Annuitant – A person, if named in your Contract, who will become your sole surviving Annuitant if your existing sole Annuitant should die before your Annuity Date.

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

Contract Date – The date we issue your Contract. Contract Years, Contract Anniversaries, Contract Semi-Annual Periods, Contract Quarters and Contract Months are measured from this date.

Contract Debt – As of the end of any given Business Day, the principal amount you have outstanding on any loan under your Contract, plus any accrued and unpaid interest. Loans are only available on certain Qualified Contracts.

Contract Owner, Owner, Policyholder, you, or your – Generally, a person who purchases a Contract and makes the Investments. A Contract Owner has all rights in the Contract, including the right to make withdrawals, designate and change beneficiaries, transfer amounts among Investment Options, and designate an Annuity Option. If your Contract names Joint Owners, both Joint Owners are Contract Owners and share all such rights.

Contract Value – As of the end of any Business Day, the sum of your Variable Account Value, any fixed option value, the value of any other Investment Option added to the Contract by Rider or Endorsement, and any Loan Account Value. The Contract Value includes any Credit Enhancement applied to your Contract.

Contract Year – A year that starts on the Contract Date or on a Contract Anniversary.

Credit Enhancement – An amount we add to your Contract Value at the time a Purchase Payment is applied. Each Credit Enhancement will be counted as Earnings under your Contract.

DCA Plus Fixed Option – If you allocate all or part of your Purchase Payments to the DCA Plus Fixed Option, such amounts are held in our General Account and receive interest at rates declared periodically (the "Guaranteed Interest Rate"), but not less than the minimum guaranteed interest rate specified in your Contract. This fixed option may be used for dollar cost averaging up to a 24 month period. Please contact us for the Guarantee Terms currently available.

DCA Plus Fixed Option Value – The aggregate amount of your Contract Value allocated to the DCA Plus Fixed Option.

Earnings – As of the end of any Business Day, your Earnings equal your Contract Value less your aggregate Purchase Payments, which are reduced by withdrawals of prior Investments.

Fund – A registered open-end management investment company; collectively refers to Pacific Select Fund, AIM Variable Insurance Funds (Invesco Variable Insurance Funds), AllianceBernstein Variable Products Series Fund, Inc., American Century Variable Portfolios, Inc., BlackRock Variable Series Funds, Inc., Fidelity Variable Insurance Products Fund, First Trust Variable Insurance Trust, Franklin Templeton Variable Insurance Products Trust, GE Investments Funds, Janus Aspen Series, Lord Abbett Series Fund, MFS Variable Insurance Trust, PIMCO Variable Insurance Trust, and/or Van Eck VIP Trust.

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

Guaranteed Interest Rate – The interest rate guaranteed at the time of allocation (or rollover) for the Guarantee Term on amounts allocated to a fixed option. All Guaranteed Interest Rates are expressed as annual rates and interest is accrued daily. The rate will not be less than the minimum guaranteed interest rate specified in your Contract.

Guarantee Term – The period during which an amount you allocate to any available fixed option earns interest at a Guaranteed Interest Rate.

In Proper Form – This is the standard we apply when we determine whether an instruction is satisfactory to us. An instruction (in writing or by other means that we accept (*e.g.* via telephone or electronic submission)) is considered to be in proper form if it is received at our Service Center in a manner that is satisfactory to us, such that is sufficiently complete and clear so that we do not have to exercise any discretion to follow the instruction, including any information and supporting legal documentation necessary to effect the transaction. Any forms that we provide will identify any necessary supporting documentation. We may, in our sole discretion, determine whether any particular transaction request is in proper form, and we reserve the right to change or waive any in proper form requirements at any time.

Investment ("Purchase Payment") – An amount paid to us by or on behalf of a Contract Owner as consideration for the benefits provided under the

Contract. A Credit Enhancement is not considered a Purchase Payment or Investment as defined in your Contract.

Investment Option – A Subaccount, any fixed option or any other Investment Option added to the Contract by Rider or Endorsement.

Joint Annuitant – If your Contract is a Non-Qualified Contract, you may name two Annuitants, called "Joint Annuitants," in your application for your Contract. Special restrictions apply for Qualified Contracts.

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

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

Net Contract Value – Your Contract Value less Contract Debt.

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

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

Policyholder – The Contract Owner.

Portfolio – A separate portfolio of a Fund in which a Subaccount invests its assets.

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

Purchase Payment ("Investment") – An amount paid to us by or on behalf of a Contract Owner as consideration for the benefits provided under the Contract. A Credit Enhancement is not considered a Purchase Payment or Investment as defined in your Contract.

Qualified Contract – A Contract that qualifies under the Code as an individual retirement annuity or account (IRA), or form thereof, or a Contract purchased by a Qualified Plan, qualifying for special tax treatment under the Code.

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

SEC – Securities and Exchange Commission.

Separate Account A (the "Separate Account") – A separate account of ours registered as a unit investment trust under the Investment Company Act of 1940, as amended (the "1940 Act").

Subaccount – An investment division of the Separate Account. Each Subaccount invests its assets in shares of a corresponding Portfolio.

Subaccount Annuity Unit – Subaccount Annuity Units (or "Annuity Units") are used to measure variation in variable annuity payments. To the extent you elect to convert all or some of your Contract Value into variable annuity payments, the amount of each annuity payment (after the first payment) will vary with the value and number of Annuity Units in each Subaccount attributed to any variable annuity payments. At annuitization (after any applicable premium taxes and/or other taxes are paid), the amount annuitized to a variable annuity determines the amount of your first variable annuity payment and the number of Annuity Units credited to your annuity in each Subaccount. The value of Subaccount Annuity Units, like the value of Subaccount Units, is expected to fluctuate daily, as described in the definition of Unit Value.

Subaccount Unit – Before your Annuity Date, each time you allocate an amount to a Subaccount, your Contract is credited with a number of Subaccount Units in that Subaccount. These Units are used for accounting purposes to measure your Account Value in that Subaccount. The value of Subaccount Units is expected to fluctuate daily, as described in the definition of Unit Value.

Unit Value – The value of a Subaccount Unit ("Subaccount Unit Value") or Subaccount Annuity Unit ("Subaccount Annuity Unit Value"). Unit Value of any Subaccount is subject to change on any Business Day in much the same way that the value of a mutual fund share changes each day. The fluctuations in value reflect the investment results, expenses of and charges against the Portfolio in which the Subaccount invests its assets. Fluctuations also reflect charges against the Separate Account. Changes in Subaccount Annuity Unit Values also reflect an additional factor that adjusts Subaccount Annuity Unit Values to offset our Annuity Option Table's implicit assumption of an annual investment return of 5%. The effect of this assumed investment return is explained in detail in the SAI. Unit Value of a Subaccount Unit or Subaccount Annuity Unit on any Business Day is measured as of the close of the New York Stock Exchange on that Business Day, which usually closes at 4:00 p.m., Eastern time, although it occasionally closes earlier.

Variable Account Value – The aggregate amount of your Contract Value allocated to all Subaccounts.

Variable Investment Option – A Subaccount (also called a Variable Account).

CONTENTS OF THE STATEMENT OF ADDITIONAL INFORMATION

You can receive a copy of the Pacific Value Select SAI without charge by calling us at (800) 722-4448 or you can visit our website at www.pacificlife.com to download a copy. Financial advisors may call us at (800) 722-2333.

APPENDIX A:

COREINCOME ADVANTAGE 4 SELECT (SINGLE AND JOINT) SAMPLE CALCULATIONS

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. Any Credit Enhancement added to your Contract is not counted as a Purchase Payment and is not included when determining the guarantees under any of the optional living benefit riders. Any calculations for determining a Reset/Step-Up are based on Contract Value, which includes any Credit Enhancement. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

The examples apply to CoreIncome Advantage 4 Select (Single) and (Joint) unless otherwise noted below.

Example #1 – Setting of Initial Values.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 64 years old.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$4,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 4% of Protected Payment Base = $4,000

Example #2 – Subsequent Purchase Payment.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 64 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- No withdrawals taken.
- Automatic Reset at Beginning of Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$4,000
Activity	$100,000		$210,000	$200,000	$8,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$8,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$8,280

Immediately after the $100,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base is increased by the Purchase Payment amount to $200,000 ($100,000 + $100,000). The Protected Payment Amount after the Purchase Payment is equal to $8,000 (4% of the Protected Payment Base after the Purchase Payment).

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value ($207,000) is higher than the Protected Payment Base ($200,000). This resets the Protected Payment Base to $207,000 and the Protected Payment Amount to $8,280 (4% × $207,000).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 – Withdrawal Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 64 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal equal to or less than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $221,490.
- Automatic Resets at Beginning of Contract Years 2 and 3.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$4,000
Activity	$100,000		$210,000	$200,000	$8,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$8,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$8,280
Activity		$5,000	$216,490 (after $5,000 withdrawal)	$207,000	$3,280
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$216,490	$207,000	$8,280
Year 3 Contract Anniversary	(After Automatic Reset)		$216,490	$216,490	$8,660

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value ($207,000) is higher than the Protected Payment Base ($200,000). This reset increases the Protected Payment Base to $207,000 and the Protected Payment Amount to $8,280 (4% × $207,000).

Because the $5,000 withdrawal during Contract Year 2 did not exceed the $8,280 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base remains unchanged.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 3 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**see balances at Year 3 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount after the automatic reset at the Year 3 Contract Anniversary is equal to $8,660 (4% of the reset Protected Payment Base).

Example #4 – Withdrawal Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 64 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $195,000.
- Automatic Resets at Beginning of Contract Years 2 and 3.

- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year. APPENDIX "A"

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$4,000
Activity	$100,000		$210,000	$200,000	$8,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$8,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$8,280
Activity		$30,000	$165,000 (after $30,000 withdrawal)	$182,926	$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$192,000	$182,926	$7,317
Year 3 Contract Anniversary	(After Automatic Reset)		$192,000	$192,000	$7,680

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

Because the $30,000 withdrawal during Contract Year 2 exceeds the $8,280 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount: $30,000 − $8,280 = $21,720.

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal: $21,720 ÷ ($195,000 − $8,280) = 0.1163 or 11.63%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the percentage computed above: $207,000 − ($207,000 × 11.63%) = $182,926.

The Protected Payment Amount immediately after the withdrawal is equal to $0. This amount is determined by multiplying the Protected Payment Base before the withdrawal by 4% and then subtracting all of the withdrawals made during that Contract Year: (4% × $207,000) − $30,000 = -$21,720 or $0, since the Protected Payment Amount can't be less than zero.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an automatic reset occurs that increases the Protected Payment Base to an amount equal to 100% of the Contract Value on that date. (**Compare the balances at Year 3 Contract Anniversary Prior to and After Automatic Reset**).

Example #5 – Early Withdrawal.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 56½ years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $221,490.
- Automatic Resets at Beginning of Contract Years 2, 3 and 4.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$0
Activity	$100,000		$210,000	$200,000	$0
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$0
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$0
Activity		$25,000	$196,490 (after $25,000 withdrawal)	$182,000	$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$196,490	$182,000	$0
Year 3 Contract Anniversary	(After Automatic Reset)		$196,490	$196,490	$0
Year 4 Contract Anniversary	(Prior to Automatic Reset)		$205,000	$196,490	$0
Year 4 Contract Anniversary	(After Automatic Reset)		$205,000	$205,000	$8,200

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and #2.

Because the $25,000 withdrawal during **Contract Year 2** exceeds the $0 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the early withdrawal amount. The early withdrawal amount is the total withdrawal amount of $25,000.

Second, determine the reduction percentage by dividing the early withdrawal amount determined by the Contract Value prior to the withdrawal: $25,000 ÷ $221,490 = 0.1129 or 11.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the greater of (a) the total withdrawal amount ($25,000) and (b) the reduction percentage ($207,000 × 11.29%) = $23,370. Since $25,000 is greater than $23,370, the new Protected Payment Base is computed by subtracting $25,000 from the prior Protected Payment Base: $207,000 − $25,000 = $182,000.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount remains at $0 since the Designated Life has not reached age 59½.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount is set to $8,200 (4% × $205,000) since the Designated Life reached age 59½.

Example #6 – RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is $7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary				$100,000	$4,000
01/01/2007			$7,500		
03/15/2007	$1,875			$100,000	$2,125
05/01/2007 Contract Anniversary				$100,000	$4,000
06/15/2007	$1,875			$100,000	$2,125
09/15/2007	$1,875			$100,000	$250
12/15/2007	$1,875			$100,000	$0
01/01/2008			$8,000		
03/15/2008	$2,000			$100,000	$0
05/01/2008 Contract Anniversary				$100,000	$4,000

Since the RMD Amount for 2008 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. In addition, each contract year the Protected Payment Amount is reduced by the amount of each withdrawal until the Protected Payment Amount is zero.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary			$0	$100,000	$4,000
01/01/2007			$7,500		
03/15/2007	$1,875			$100,000	$2,125
04/01/2007		$2,000		$100,000	$125
05/01/2007 Contract Anniversary				$100,000	$4,000
06/15/2007	$1,875			$100,000	$2,125
09/15/2007	$1,875			$100,000	$250
11/15/2007		$4,000		$95,820	$0

On 3/15/07 there was an RMD Withdrawal of $1,875 and on 4/1/07 a non-RMD Withdrawal of $2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of $4,000 there was no adjustment to the Protected Payment Base. On 5/1/07, the Protected Payment Amount was re-calculated (4% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal ($4,000) that caused the cumulative withdrawals during the Contract Year ($7,750) to exceed the Protected Payment Amount ($4,000). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal ($250), and assuming the Contract Value was $90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to $95,820.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = $90,000
- Protected Payment Base = $100,000
- Protected Payment Amount = $250

A withdrawal of $4,000 was taken, which exceeds the Protected Payment Amount of $250. The Protected Payment Base will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is $3,750 (total withdrawal amount − Protected Payment Amount; $4,000 − $250 = $3,750).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value − Protected Payment Amount); the calculation is based on the Contract Value and the Protected Payment Amount values immediately before the excess withdrawal. Numerically, the ratio is 4.18% ($3,750 ÷ ($90,000 − $250); $3,750 ÷ $89,750 = 0.0418 or 4.18%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $95,820 (Protected Payment Base × (1 − ratio); $100,000 × (1 − 4.18%); $100,000 × 95.82% = $95,820).

Example #7 – Lifetime Income.

This example applies to CoreIncome Advantage 4 Select (Single) only.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 64 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 4% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset is assumed during the life of the Rider.
- Death occurs during Contract Year 26 after the $4,000 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	$4,000	$96,489	$100,000	$4,000
2	$4,000	$92,410	$100,000	$4,000
3	$4,000	$88,543	$100,000	$4,000
4	$4,000	$84,627	$100,000	$4,000
5	$4,000	$80,662	$100,000	$4,000
6	$4,000	$76,648	$100,000	$4,000
7	$4,000	$72,583	$100,000	$4,000
8	$4,000	$68,467	$100,000	$4,000
9	$4,000	$64,299	$100,000	$4,000
10	$4,000	$60,078	$100,000	$4,000
11	$4,000	$55,805	$100,000	$4,000
12	$4,000	$51,478	$100,000	$4,000
13	$4,000	$47,096	$100,000	$4,000
14	$4,000	$42,660	$100,000	$4,000
15	$4,000	$38,168	$100,000	$4,000
16	$4,000	$33,619	$100,000	$4,000
17	$4,000	$29,013	$100,000	$4,000
18	$4,000	$24,349	$100,000	$4,000
19	$4,000	$19,626	$100,000	$4,000
20	$4,000	$14,844	$100,000	$4,000
21	$4,000	$10,002	$100,000	$4,000
22	$4,000	$5,099	$100,000	$4,000
23	$4,000	$0	$100,000	$4,000
24	$4,000	$0	$100,000	$4,000
25	$4,000	$0	$100,000	$4,000
26	$4,000	$0	$100,000	$4,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 4% of Protected Payment Base = $4,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal ($4,000), the Protected Payment Base remains unchanged.

Withdrawals of 4% of the Protected Payment Base will continue to be paid each year (even after the Contract Value has been reduced to zero) until the date of death of the Designated Life or when a death benefit becomes payable under the Contract.

Example #8 – Lifetime Income.

This example applies to CoreIncome Advantage 4 Select (Joint) only.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- All Designated Lives are 64 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 4% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset is assumed during the life of the Rider.
- All Designated Lives remain eligible for lifetime income benefits while the Rider is in effect.
- Surviving Spouse continues Contract upon the death of the first Designated Life.
- Surviving Spouse dies during Contract Year 26 after the $4,000 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	$4,000	$96,489	$100,000	$4,000
2	$4,000	$92,410	$100,000	$4,000
3	$4,000	$88,543	$100,000	$4,000
4	$4,000	$84,627	$100,000	$4,000
5	$4,000	$80,662	$100,000	$4,000
6	$4,000	$76,648	$100,000	$4,000
7	$4,000	$72,583	$100,000	$4,000
8	$4,000	$68,467	$100,000	$4,000
9	$4,000	$64,299	$100,000	$4,000
10	$4,000	$60,078	$100,000	$4,000
11	$4,000	$55,805	$100,000	$4,000
12	$4,000	$51,478	$100,000	$4,000
13	$4,000	$47,096	$100,000	$4,000
Activity (Death of first Designated Life)				
14	$4,000	$42,660	$100,000	$4,000
15	$4,000	$38,168	$100,000	$4,000
16	$4,000	$33,619	$100,000	$4,000
17	$4,000	$29,013	$100,000	$4,000
18	$4,000	$24,349	$100,000	$4,000
19	$4,000	$19,626	$100,000	$4,000
20	$4,000	$14,844	$100,000	$4,000
21	$4,000	$10,002	$100,000	$4,000
22	$4,000	$5,099	$100,000	$4,000
23	$4,000	$0	$100,000	$4,000
24	$4,000	$0	$100,000	$4,000
25	$4,000	$0	$100,000	$4,000
26	$4,000	$0	$100,000	$4,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 4% of Protected Payment Base = $4,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal ($4,000), the Protected Payment Base remains unchanged.

During Contract Year 13, the death of the first Designated Life occurred. Withdrawals of the Protected Payment Amount (4% of the Protected Payment Base) will continue to be paid each year (even after the Contract Value was reduced to zero) until the Rider terminates.

If there was a change in Owner, Beneficiary or marital status prior to the death of the first Designated Life that resulted in the surviving Designated Life (spouse) to become ineligible for lifetime income benefits, then the lifetime income benefits under the Rider would not continue for the surviving Designated Life and the Rider would terminate upon the death of the first Designated Life.

APPENDIX B:

COREINCOME ADVANTAGE SELECT (SINGLE) SAMPLE CALCULATIONS

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. Any Credit Enhancement added to your Contract is not counted as a Purchase Payment and is not included when determining the guarantees under any of the optional living benefit riders. Any calculations for determining a Reset/Step-Up are based on Contract Value, which includes any Credit Enhancement. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

Example #1 – Setting of Initial Values.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$5,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 5% of Protected Payment Base = $5,000

Example #2 – Subsequent Purchase Payment.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- No withdrawals taken.
- Automatic Reset at Beginning of Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$5,000
Activity	$100,000		$210,000	$200,000	$10,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$10,350

Immediately after the $100,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base is increased by the Purchase Payment amount to $200,000 ($100,000 + $100,000). The Protected Payment Amount after the Purchase Payment is equal to $10,000 (5% of the Protected Payment Base after the Purchase Payment).

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value ($207,000) is higher than the Protected Payment Base ($200,000). This resets the Protected Payment Base to $207,000 and the Protected Payment Amount to $10,350 (5% × $207,000).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 – Withdrawal Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal lower than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $221,490.
- Automatic Resets at Beginning of Contract Years 2 and 3.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$5,000
Activity	$100,000		$210,000	$200,000	$10,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$10,350
Activity		$5,000	$216,490 (after $5,000 withdrawal)	$207,000	$5,350
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$216,490	$207,000	$10,350
Year 3 Contract Anniversary	(After Automatic Reset)		$216,490	$216,490	$10,825

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value ($207,000) is higher than the Protected Payment Base ($200,000). This reset increases the Protected Payment Base to $207,000 and the Protected Payment Amount to $10,350 (5% × $207,000).

Because the $5,000 withdrawal during Contract Year 2 did not exceed the $10,350 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base remains unchanged.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 3 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**see balances at Year 3 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount after the automatic reset at the Year 3 Contract Anniversary is equal to $10,825 (5% of the reset Protected Payment Base).

Example #4 – Withdrawal Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $195,000.
- Automatic Resets at Beginning of Contract Years 2 and 3.

- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$5,000
Activity	$100,000		$210,000	$200,000	$10,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$10,350
Activity		$30,000	$165,000 (after $30,000 withdrawal)	$184,975	$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$192,000	$184,975	$9,249
Year 3 Contract Anniversary	(After Automatic Reset)		$192,000	$192,000	$9,600

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

Because the $30,000 withdrawal during Contract Year 2 exceeds the $10,350 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount: $30,000 − $10,350 = $19,650.

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal: $19,650 ÷ ($195,000 − $10,350) = 0.1064 or 10.64%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the percentage computed above: $207,000 − ($207,000 × 10.64%) = $184,975.

The Protected Payment Amount immediately after the withdrawal is equal to $0. This amount is determined by multiplying the Protected Payment Base before the withdrawal by 5% and then subtracting all of the withdrawals made during that Contract Year: (5% × $207,000) − $30,000 = -$19,650 or $0, since the Protected Payment Amount can't be less than zero.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an automatic reset occurs that increases the Protected Payment Base to an amount equal to 100% of the Contract Value on that date. (**Compare the balances at Year 3 Contract Anniversary Prior to and After Automatic Reset**).

Example #5 – Early Withdrawal.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 62 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $221,490.
- Automatic Resets at Beginning of Contract Years 2, 3 and 4.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$0
Activity	$100,000		$210,000	$200,000	$0
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$0
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$0
Activity		$25,000	$196,490 (after $25,000 withdrawal)	$182,000	$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$196,490	$182,000	$0
Year 3 Contract Anniversary	(After Automatic Reset)		$196,490	$196,490	$0
Year 4 Contract Anniversary	(Prior to Automatic Reset)		$205,000	$196,490	$0
Year 4 Contract Anniversary	(After Automatic Reset)		$205,000	$205,000	$10,250

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and #2.

Because the $25,000 withdrawal during **Contract Year 2** exceeds the $0 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the early withdrawal amount. The early withdrawal amount is the total withdrawal amount of $25,000.

Second, determine the reduction percentage by dividing the early withdrawal amount determined by the Contract Value prior to the withdrawal: $25,000 ÷ $221,490 = 0.1129 or 11.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the greater of (a) the total withdrawal amount ($25,000) and (b) the reduction percentage ($207,000 × 11.29%) = $23,370. Since $25,000 is greater than $23,370, the new Protected Payment Base is computed by subtracting $25,000 from the prior Protected Payment Base: $207,000 − $25,000 = $182,000.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount remains at $0 since the Designated Life has not reached age 65.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount is set to $10,250 (5% × $205,000) since the Designated Life reached age 65.

Example #6 – RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is $7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary				$100,000	$5,000
01/01/2007			$7,500		
03/15/2007	$1,875			$100,000	$3,125
05/01/2007 Contract Anniversary				$100,000	$5,000
06/15/2007	$1,875			$100,000	$3,125
09/15/2007	$1,875			$100,000	$1,250
12/15/2007	$1,875			$100,000	$0
01/01/2008			$8,000		
03/15/2008	$2,000			$100,000	$0
05/01/2008 Contract Anniversary				$100,000	$5,000

Since the RMD Amount for 2008 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. In addition, each contract year the Protected Payment Amount is reduced by the amount of each withdrawal until the Protected Payment Amount is zero.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary			$0	$100,000	$5,000
01/01/2007			$7,500		
03/15/2007	$1,875			$100,000	$3,125
04/01/2007		$2,000		$100,000	$1,125
05/01/2007 Contract Anniversary				$100,000	$5,000
06/15/2007	$1,875			$100,000	$3,125
09/15/2007	$1,875			$100,000	$1,250
11/15/2007		$4,000		$96,900	$0

On 3/15/07 there was an RMD Withdrawal of $1,875 and on 4/1/07 a non-RMD Withdrawal of $2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of $5,000 there was no adjustment to the Protected Payment Base. On 5/1/07, the Protected Payment Amount was re-calculated (5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal ($4,000) that caused the cumulative withdrawals during the Contract Year ($7,750) to exceed the Protected Payment Amount ($5,000). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal ($1,250), and assuming the Contract Value was $90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to $96,900.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = $90,000
- Protected Payment Base = $100,000
- Protected Payment Amount = $1,250

A withdrawal of $4,000 was taken, which exceeds the Protected Payment Amount of $1,250. The Protected Payment Base will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is $2,750 (total withdrawal amount − Protected Payment Amount; $4,000 − $1,250 = $2,750).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value − Protected Payment Amount); the calculation is based on the Contract Value and the Protected Payment Amount values immediately before the excess withdrawal. Numerically, the ratio is 3.10% ($2,750 ÷ ($90,000 − $1,250); $2,750 ÷ $88,750 = 0.0310 or 3.10%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $96,900 (Protected Payment Base × (1 − ratio); $100,000 × (1 − 3.10%); $100,000 × 96.90% = $96,900).

Example #7 – Lifetime Income.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 5% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset is assumed during the life of the Rider.
- Death occurred during Contract Year 26 after the $5,000 withdrawal was made.

APPENDIX "A"

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	$5,000	$96,489	$100,000	$5,000
2	$5,000	$92,410	$100,000	$5,000
3	$5,000	$88,543	$100,000	$5,000
4	$5,000	$84,627	$100,000	$5,000
5	$5,000	$80,662	$100,000	$5,000
6	$5,000	$76,648	$100,000	$5,000
7	$5,000	$72,583	$100,000	$5,000
8	$5,000	$68,467	$100,000	$5,000
9	$5,000	$64,299	$100,000	$5,000
10	$5,000	$60,078	$100,000	$5,000
11	$5,000	$55,805	$100,000	$5,000
12	$5,000	$51,478	$100,000	$5,000
13	$5,000	$47,096	$100,000	$5,000
14	$5,000	$42,660	$100,000	$5,000
15	$5,000	$38,168	$100,000	$5,000
16	$5,000	$33,619	$100,000	$5,000
17	$5,000	$29,013	$100,000	$5,000
18	$5,000	$24,349	$100,000	$5,000
19	$5,000	$19,626	$100,000	$5,000
20	$5,000	$14,844	$100,000	$5,000
21	$5,000	$10,002	$100,000	$5,000
22	$5,000	$5,099	$100,000	$5,000
23	$5,000	$0	$100,000	$5,000
24	$5,000	$0	$100,000	$5,000
25	$5,000	$0	$100,000	$5,000
26	$5,000	$0	$100,000	$5,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 5% of Protected Payment Base = $5,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal ($5,000), the Protected Payment Base remains unchanged.

Withdrawals of 5% of the Protected Payment Base will continue to be paid each year (even after the Contract Value has been reduced to zero) until the date of death of the Designated Life or when a death benefit becomes payable under the Contract.

APPENDIX C:

COREINCOME ADVANTAGE SELECT (JOINT) SAMPLE CALCULATIONS

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. Any Credit Enhancement added to your Contract is not counted as a Purchase Payment and is not included when determining the guarantees under any of the optional living benefit riders. Any calculations for determining a Reset/Step-Up are based on Contract Value, which includes any Credit Enhancement. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

Example #1 – Setting of Initial Values.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$4,500

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 4.5% of Protected Payment Base = $4,500

Example #2 – Subsequent Purchase Payment.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- No withdrawals taken.
- Automatic Reset at Beginning of Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$4,500
Activity	$100,000		$210,000	$200,000	$9,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$9,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$9,315

Immediately after the $100,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base is increased by the Purchase Payment amount to $200,000 ($100,000 + $100,000). The Protected Payment Amount after the Purchase Payment is equal to $9,000 (4.5% of the Protected Payment Base after the Purchase Payment).

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value ($207,000) is higher than the Protected Payment Base ($200,000). This resets the Protected Payment Base to $207,000 and the Protected Payment Amount to $9,315 (4.5% × $207,000).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 – Withdrawal Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal lower than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $221,490.
- Automatic Resets at Beginning of Contract Years 2 and 3.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$4,500
Activity	$100,000		$210,000	$200,000	$9,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$9,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$9,315
Activity		$5,000	$216,490 (after $5,000 withdrawal)	$207,000	$4,315
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$216,490	$207,000	$9,315
Year 3 Contract Anniversary	(After Automatic Reset)		$216,490	$216,490	$9,742

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value ($207,000) is higher than the Protected Payment Base ($200,000). This reset increases the Protected Payment Base to $207,000 and the Protected Payment Amount to $9,315 (4.5% × $207,000).

Because the $5,000 withdrawal during Contract Year 2 did not exceed the $9,315 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base remains unchanged.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 3 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**see balances at Year 3 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount after the automatic reset at the Year 3 Contract Anniversary is equal to $9,742 (4.5% of the reset Protected Payment Base).

Example #4 – Withdrawal Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $195,000.
- Automatic Resets at Beginning of Contract Years 2 and 3.

- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year. APPENDIX "A"

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$4,500
Activity	$100,000		$210,000	$200,000	$9,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$9,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$9,315
Activity		$30,000	$165,000 (after $30,000 withdrawal)	$183,940	$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$192,000	$183,940	$8,277
Year 3 Contract Anniversary	(After Automatic Reset)		$192,000	$192,000	$8,640

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

Because the $30,000 withdrawal during Contract Year 2 exceeds the $9,315 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount: $30,000 − $9,315 = $20,685.

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal: $20,685 ÷ ($195,000 − $9,315) = 0.1114 or 11.14%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the percentage computed above: $207,000 − ($207,000 × 11.14%) = $183,940.

The Protected Payment Amount immediately after the withdrawal is equal to $0. This amount is determined by multiplying the Protected Payment Base before the withdrawal by 4.5% and then subtracting all of the withdrawals made during that Contract Year: (4.5% × $207,000) − $30,000 = -$20,685 or $0, since the Protected Payment Amount can't be less than zero.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an automatic reset occurs that increases the Protected Payment Base to an amount equal to 100% of the Contract Value on that date. (**Compare the balances at Year 3 Contract Anniversary Prior to and After Automatic Reset**).

Example #5 – Early Withdrawal.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 62 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $221,490.
- Automatic Resets at Beginning of Contract Years 2, 3 and 4.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$0
Activity	$100,000		$210,000	$200,000	$0
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$0
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$0
Activity		$25,000	$196,490 (after $25,000 withdrawal)	$182,000	$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$196,490	$182,000	$0
Year 3 Contract Anniversary	(After Automatic Reset)		$196,490	$196,490	$0
Year 4 Contract Anniversary	(Prior to Automatic Reset)		$205,000	$196,490	$0
Year 4 Contract Anniversary	(After Automatic Reset)		$205,000	$205,000	$9,225

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and #2.

Because the $25,000 withdrawal during **Contract Year 2** exceeds the $0 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the early withdrawal amount. The early withdrawal amount is the total withdrawal amount of $25,000.

Second, determine the reduction percentage by dividing the early withdrawal amount determined by the Contract Value prior to the withdrawal: $25,000 ÷ $221,490 = 0.1129 or 11.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the greater of (a) the total withdrawal amount ($25,000) and (b) the reduction percentage ($207,000 × 11.29%) = $23,370. Since $25,000 is greater than $23,370, the new Protected Payment Base is computed by subtracting $25,000 from the prior Protected Payment Base: $207,000 − $25,000 = $182,000.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount remains at $0 since the Designated Life has not reached age 65.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount is set to $9,225 (4.5% × $205,000) since the Designated Life reached age 65.

Example #6 – RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is $7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary				$100,000	$4,500
01/01/2007			$7,500		
03/15/2007	$1,875			$100,000	$2,625
05/01/2007 Contract Anniversary				$100,000	$4,500
06/15/2007	$1,875			$100,000	$2,625
09/15/2007	$1,875			$100,000	$750
12/15/2007	$1,875			$100,000	$0
01/01/2008			$8,000		
03/15/2008	$2,000			$100,000	$0
05/01/2008 Contract Anniversary				$100,000	$4,500

Since the RMD Amount for 2008 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. In addition, each contract year the Protected Payment Amount is reduced by the amount of each withdrawal until the Protected Payment Amount is zero.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary			$0	$100,000	$4,500
01/01/2007			$7,500		
03/15/2007	$1,875			$100,000	$2,625
04/01/2007		$2,000		$100,000	$625
05/01/2007 Contract Anniversary				$100,000	$4,500
06/15/2007	$1,875			$100,000	$2,625
09/15/2007	$1,875			$100,000	$750
11/15/2007		$4,000		$96,360	$0

On 3/15/07 there was an RMD Withdrawal of $1,875 and on 4/1/07 a non-RMD Withdrawal of $2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of $4,500 there was no adjustment to the Protected Payment Base. On 5/1/07, the Protected Payment Amount was re-calculated (4.5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal ($4,000) that caused the cumulative withdrawals during the Contract Year ($7,750) to exceed the Protected Payment Amount ($4,500). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal ($750), and assuming the Contract Value was $90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to $96,360.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = $90,000
- Protected Payment Base = $100,000
- Protected Payment Amount = $750

A withdrawal of $4,000 was taken, which exceeds the Protected Payment Amount of $750. The Protected Payment Base will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is $3,250 (total withdrawal amount − Protected Payment Amount; $4,000 − $750 = $3,250).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value − Protected Payment Amount); the calculation is based on the Contract Value and the Protected Payment Amount values immediately before the excess withdrawal. Numerically, the ratio is 3.64% ($3,250 ÷ ($90,000 − $750); $3,250 ÷ $89,250 = 0.0364 or 3.64%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $96,360 (Protected Payment Base × (1 − ratio); $100,000 × (1 − 3.64%); $100,000 × 96.36% = $96,360).

Example #7 – Lifetime Income.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- All Designated Lives are 65 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 4.5% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset is assumed during the life of the Rider.
- All Designated Lives remain eligible for lifetime income benefits while the Rider is in effect.

- Surviving Spouse continues Contract upon the death of the first Designated Life.
- Surviving Spouse died during Contract Year 26 after the $4,500 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	$4,500	$96,489	$100,000	$4,500
2	$4,500	$92,410	$100,000	$4,500
3	$4,500	$88,543	$100,000	$4,500
4	$4,500	$84,627	$100,000	$4,500
5	$4,500	$80,662	$100,000	$4,500
6	$4,500	$76,648	$100,000	$4,500
7	$4,500	$72,583	$100,000	$4,500
8	$4,500	$68,467	$100,000	$4,500
9	$4,500	$64,299	$100,000	$4,500
10	$4,500	$60,078	$100,000	$4,500
11	$4,500	$55,805	$100,000	$4,500
12	$4,500	$51,478	$100,000	$4,500
13	$4,500	$47,096	$100,000	$4,500
Activity (Death of first Designated Life)				
14	$4,500	$42,660	$100,000	$4,500
15	$4,500	$38,168	$100,000	$4,500
16	$4,500	$33,619	$100,000	$4,500
17	$4,500	$29,013	$100,000	$4,500
18	$4,500	$24,349	$100,000	$4,500
19	$4,500	$19,626	$100,000	$4,500
20	$4,500	$14,844	$100,000	$4,500
21	$4,500	$10,002	$100,000	$4,500
22	$4,500	$5,099	$100,000	$4,500
23	$4,500	$0	$100,000	$4,500
24	$4,500	$0	$100,000	$4,500
25	$4,500	$0	$100,000	$4,500
26	$4,500	$0	$100,000	$4,500

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 4.5% of Protected Payment Base = $4,500

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal ($4,500), the Protected Payment Base remains unchanged.

During Contract Year 13, the death of the first Designated Life occurred. Withdrawals of the Protected Payment Amount (4.5% of the Protected Payment Base) will continue to be paid each year (even after the Contract Value was reduced to zero) until the Rider terminates.

If there was a change in Owner, Beneficiary or marital status prior to the death of the first Designated Life that resulted in the surviving Designated Life (spouse) to become ineligible for lifetime income benefits, then the lifetime income benefits under the Rider would not continue for the surviving Designated Life and the Rider would terminate upon the death of the first Designated Life.

APPENDIX D:

INCOME ACCESS SELECT SAMPLE CALCULATIONS

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. Any Credit Enhancement added to your Contract is not counted as a Purchase Payment and is not included when determining the guarantees under any of the optional living benefit riders. Any calculations for determining a Reset are based on Contract Value, which includes any Credit Enhancement. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

Example #1 – Setting of Initial Values.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	$100,000		$105,000	$100,000	$7,000	$100,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Remaining Protected Balance = Initial Purchase Payment = $100,000
- Protected Payment Amount = 7% of Protected Payment Base = $7,000

Example #2 – Subsequent Purchase Payments.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $20,000 is received during Contract Year 1.
- No withdrawals taken.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	$100,000		$105,000	$100,000	$7,000	$100,000
Activity	$20,000		$122,000	$120,000	$8,400	$120,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$122,000	$120,000	$8,400	$120,000
Year 2 Contract Anniversary	(After Automatic Reset)		$122,000	$122,000	$8,540	$122,000

Immediately after the $20,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base and Remaining Protected Balance are increased by the Purchase Payment amount to $120,000 ($100,000 + $20,000). The Protected Payment Amount after the Purchase Payment is equal to $8,400 (7% of the Protected Payment Base after the Purchase Payment).

At Year 2 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 2 Contract Anniversary – Prior to Automatic Reset**), an Automatic Reset occurred which changes the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 2 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount is equal to $8,540 (7% of the reset Protected Payment Base).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of additional amounts credited, charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 – Withdrawals Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $20,000 is received during Contract Year 1.
- Automatic Reset at the Beginning of Contract Year 2.
- A withdrawal equal to or less than the Protected Payment Amount is taken during Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	$100,000		$105,000	$100,000	$7,000	$100,000
Activity	$20,000		$122,000	$120,000	$8,400	$120,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$122,000	$120,000	$8,400	$120,000
Year 2 Contract Anniversary	(After Automatic Reset)		$122,000	$122,000	$8,540	$122,000
Activity		$8,540	$116,000	$122,000	$0	$113,460
Year 3 Contract Anniversary			$116,000	$122,000	$8,540	$113,460

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

As the withdrawal during **Contract Year 2** did not exceed the Protected Payment Amount immediately prior to the withdrawal ($8,540):

- the Protected Payment Base remains unchanged; and
- the Remaining Protected Balance is reduced by the amount of the withdrawal to $113,460 ($122,000 − $8,540).

Example #4 – Withdrawals Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Automatic Reset at Beginning of Contract Year 2 and 4.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	$100,000		$105,000	$100,000	$7,000	$100,000
Activity	$100,000		$210,000	$200,000	$14,000	$200,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$14,000	$200,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$14,490	$207,000
Activity		$15,000	$206,490	$206,503	$0	$192,000
Year 3 Contract Anniversary			$206,490	$206,503	$14,455	$192,000
Year 4 Contract Anniversary	(Prior to Automatic Reset)		$220,944	$206,503	$14,455	$192,000
Year 4 Contract Anniversary	(After Automatic Reset)		$220,944	$220,944	$15,466	$220,944

For an explanation of the activities at the start of and during Contract Year 1 and 2, refer to **Examples #1** and **#2**.

Because the $15,000 withdrawal during **Contract Year 2** exceeds the Protected Payment Amount immediately prior to the withdrawal ($15,000 > $14,490), the Protected Payment Base and Remaining Protected Balance immediately after the withdrawal are reduced.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = $221,490
- Protected Payment Base = $207,000
- Remaining Protected Balance = $207,000
- Protected Payment Amount = $14,490 (7% × Protected Payment Base; 7% × $207,000 = $14,490)
- No withdrawals were taken prior to the excess withdrawal

A withdrawal of $15,000 was taken, which exceeds the Protected Payment Amount of $14,490 for the Contract Year. The Protected Payment Base and Remaining Protected Balance will be reduced based on the following calculation:

> First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is $510 (total withdrawal amount − Protected Payment Amount; $15,000 − $14,490 = $510).
>
> Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value − Protected Payment Amount). The Contract Value prior to the withdrawal was $221,490, which equals the $206,490 after the withdrawal plus the $15,000 withdrawal amount. Numerically, the ratio is 0.24% ($510 ÷ ($221,490 − $14,490); $510 ÷ $207,000 = 0.0024 or 0.24%).
>
> Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $206,503 (Protected Payment Base × (1 − ratio); $207,000 − (1 −0.24%); $207,000 × 99.76% = $206,503).
>
> Fourth, determine the new Remaining Protected Balance. The Remaining Protected Balance is reduced either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount.
>
> To determine the proportionate reduction, the Remaining Protected Balance immediately before the withdrawal is reduced by the Protected Payment Amount multiplied by 1 less the ratio determined above. Numerically, after the proportionate reduction, the new Remaining Protected Balance is $192,047 (Remaining Protected Balance immediately before the withdrawal − Protected Payment Amount) × (1 − ratio); ($207,000 − $14,490) × (1 − 0.24%); $192,510 × 99.76% = $192,047).
>
> To determine the total withdrawal amount reduction, the Remaining Protected Balance immediately before the withdrawal is reduced by the total withdrawal amount. Numerically, after the Remaining Protected Balance is reduced by the total withdrawal amount, the new Remaining Protected Balance is $192,000 (Remaining Protected Balance immediately before the withdrawal − total withdrawal amount; $207,000 − $15,000 = $192,000).
>
> Therefore, since $192,000 (total withdrawal amount method) is less than $192,047 (proportionate method) the new Remaining Protected Balance is $192,000.

The Protected Payment Amount immediately after the withdrawal is equal to $0, but at the Beginning of Contract Year 3, it is adjusted to $14,455 (7% of the Protected Payment Base (7% of $206,503 = $14,455).

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 4 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurred which resets the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 4 Contract Anniversary – After Automatic Reset**).

Example #5 – RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base and Remaining Protected Balance. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is $7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
05/01/2006 Contract Anniversary				$100,000	$7,000	$100,000
01/01/2007			$7,500			
03/15/2007	$1,875			$100,000	$5,125	$98,125
05/01/2007 Contract Anniversary				$100,000	$7,000	$98,125
06/15/2007	$1,875			$100,000	$5,125	$96,250
09/15/2007	$1,875			$100,000	$3,250	$94,375
12/15/2007	$1,875			$100,000	$1,375	$92,500
01/01/2008			$8,000			
03/15/2008	$2,000			$100,000	$0	$90,500
05/01/2008 Contract Anniversary				$100,000	$7,000	$90,500

Since the RMD Amount for 2008 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. The only effect is a reduction in the Remaining Protected Balance equal to the amount of each withdrawal.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
05/01/2006 Contract Anniversary				$100,000	$7,000	$100,000
01/01/2007			$7,500			
03/15/2007	$1,875			$100,000	$5,125	$98,125
04/01/2007		$2,000		$100,000	$3,125	$96,125
05/01/2007 Contract Anniversary				$100,000	$7,000	$96,125
06/15/2007	$1,875			$100,000	$5,125	$94,250
09/15/2007	$1,875			$100,000	$3,250	$92,375
11/15/2007		$4,000		$99,140	$0	$88,358

On 3/15/07 there was an RMD Withdrawal of $1,875 and on 4/1/07 a non-RMD Withdrawal of $2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of $7,000 there was no adjustment to the Protected Payment Base. The only effect is a reduction in the Remaining Protected Balance and the Protected Payment Amount equal to the amount of each withdrawal. On 5/1/07, the Protected Payment Amount was re-calculated (7% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal ($4,000) that caused the cumulative withdrawals during the Contract Year ($7,750) to exceed the Protected Payment Amount ($7,000). As the withdrawal exceeded the Protected Payment Amount and assuming the Contract Value was $90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to $99,140 and the Remaining Protected Balance is reduced to $88,358.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = $90,000
- Protected Payment Base = $100,000

- Remaining Protected Balance = \$92,375
- Protected Payment Amount less withdrawals already taken = \$7,000 − \$3,750 = \$3,250

A withdrawal of \$4,000 was taken, which exceeds the Protected Payment Amount for the Contract Year. The Protected Payment Base and Remaining Protected Balance will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount less withdrawals already taken. Numerically, the excess withdrawal amount is \$750 (total withdrawal amount − Protected Payment Amount less withdrawals already taken; \$4,000 − (\$7,000 − \$3,750) = \$750).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value − Protected Payment Amount). Numerically, the ratio is 0.86% (\$750 ÷ (\$90,000 − \$3,250); \$750 ÷ \$86,750 = 0.0086 or 0.86%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is \$99,140 (Protected Payment Base × (1 − ratio); \$100,000 × (1 − 0.86%); \$100,000 × 99.14% = \$99,140).

Fourth, determine the new Remaining Protected Balance. The Remaining Protected Balance is reduced either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount.

To determine the proportionate reduction, the Remaining Protected Balance is reduced by the Protected Payment Amount multiplied by 1 less the ratio determined above. Numerically, after the proportionate reduction, the Remaining Protected Balance is \$88,358 (Remaining Protected Balance − Protected Payment Amount) × (1 − ratio); (\$92,375 − \$3,250) × (1 − 0.86%); \$89,125 × 99.14% = \$88,358).

To determine the total withdrawal amount reduction, the Remaining Protected Balance is reduced by the total withdrawal amount. Numerically, after the Remaining Protected Balance is reduced by the total withdrawal amount, the Remaining Protected Balance is \$88,375 (Remaining Protected Balance − total withdrawal amount; \$92,375 − \$4,000 = \$88,375).

Therefore, since \$88,358 (proportionate method) is less than \$88,375 (total withdrawal amount method) the new Remaining Protected Balance is \$88,358.

APPENDIX E:

GUARANTEED PROTECTION ADVANTAGE 3 SELECT SAMPLE CALCULATIONS

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments and withdrawals made from the Contract Prior to the end of a 10-Year Term effect the values and benefits under this Rider. Any Credit Enhancement added to your Contract is not counted as a Purchase Payment and is not included when determining the guarantees under any of the optional living benefit riders. Any calculations for determining a Reset/Step-Up are based on Contract Value, which includes any Credit Enhancement. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $20,000 is received in Contract Year 1 and $10,000 is received in Contract Year 4.
- A withdrawal of $10,000 is taken during Contract Year 7.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value	Guaranteed Protection Amount	Amount added to the Contract Value
1	$100,000		$105,000	$100,000	
Activity	$20,000		$118,119	$120,000	
2			$117,374	$120,000	
3			$114,439	$120,000	
4			$111,578	$120,000	
Activity	$10,000		$119,480	$120,000	
5			$118,726	$120,000	
6			$124,662	$120,000	
Step-Up (New 10-Year Term Begins)			$124,662	$124,662	
7			$121,546	$124,662	
Activity		$10,000	$109,259	$114,209	
8			$108,570	$114,209	
9			$105,856	$114,209	
10			$103,209	$114,209	
11			$100,629	$114,209	
12			$98,114	$114,209	
13			$95,661	$114,209	
14			$93,269	$114,209	
15			$90,937	$114,209	
Values at End of 15th Year			$88,664 $114,209	$114,209 $0	 $25,545

The Guaranteed Protection Amount is equal to (a) + (b) − (c) as indicated below:

(a) is the Contract Value at the start of the Term,
(b) is the amount of each subsequent Purchase Payment received during the first year of the Term, and
(c) is a pro rata adjustment for withdrawals made from the Contract during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal, including any applicable withdrawal charges, premium taxes, and/or other taxes, to the Contract Value immediately prior to the withdrawal.

On the Rider Effective Date, the initial values are set as follows:

- Guaranteed Protected Amount = Initial Purchase Payment = $100,000 ($100,000 + 0 − 0 = $100,000)

During Contract Year 1, an additional Purchase Payment of $20,000 was made. Since this Purchase Payment was made during the first Contract Year, the Guaranteed Protection Amount will be increased by $20,000 to $120,000. ($100,000 + $20,000 − 0 = $120,000)

During Contract Year 4, an additional Purchase Payment of $10,000 was made. However, this Purchase Payment will not increase the Guaranteed Protection Amount because it was not made during the first Contract Year (or first year of the 10-Year Term).

On the 6^{th} Contract Anniversary, an optional Step-Up was elected. The Step-Up will reset the Guaranteed Protection Amount equal to the Contract Value ($124,662) as of that Contract Anniversary.

During Contract Year 7, a withdrawal of $10,000 was made. This withdrawal will reduce the Guaranteed Protection Amount on a pro rata basis and will result in a new Guaranteed Protection Amount. The pro rata adjustment is $10,453 and was determined by calculating the ratio of the withdrawal to the Contract Value immediately before the withdrawal ($10,000 / $119,259 = 0.08385) multiplied by the Guaranteed Protection Amount prior to the withdrawal ($124,662 * 0.08385 = $10,453). The new Guaranteed Protection Amount (a) + (b) − (c) = $114,209 ($124,662 + 0 − $10,453 = 114,209).

At the end of Contract Year 15 (end of the 10-Year Term) the Contract Value ($88,664) is less than the Guaranteed Protection Amount ($114,209). Therefore, $25,545 ($114,209 − $88,664 = $25,545) is added to the Contract Value and the Rider terminates.

APPENDIX F:

DEATH BENEFIT AMOUNT AND STEPPED-UP DEATH BENEFIT SAMPLE CALCULATIONS

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. They have been provided to assist in understanding the death benefit amount under the Contract and the optional Stepped-Up Death Benefit and to demonstrate how Purchase Payments and withdrawals made from the Contract may effect the values and benefits. There may be minor differences in the calculations due to rounding. **These examples are not intended to reflect what your actual death benefit proceeds will be or serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

Death Benefit Amount

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $25,000 is received in Contract Year 3.
- A withdrawal of $35,000 is taken during Contract Year 6.
- A withdrawal of $10,000 is taken during Contract Year 11.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value[1]	Return of Purchase Payments[1]
1	$100,000		$105,000	$100,000
2			$103,000	$100,000
3			$106,090	$100,000
Activity	$25,000		$133,468	$125,000
4			$134,458	$125,000
5			$138,492	$125,000
6			$142,647	$125,000
Activity		$35,000	$110,844	$95,000
7			$111,666	$95,000
8			$103,850	$95,000
9			$96,580	$95,000
10			$89,820	$95,000
11		$10,000	$73,530	$83,629
12			$68,383	$83,629
13			$63,596	$83,629
14 Death Occurs			$59,144	$83,629

[1] The greater of the Contract Value or the adjusted Return of Purchase Payments represents the Death Benefit Amount.

On the Rider Effective Date, the initial values are set as follows:

- Return of Purchase Payment = Initial Purchase Payment = $100,000
- Contract Value = Initial Purchase Payment = $100,000

During Contract Year 3, an additional Purchase Payment of $25,000 was made. The Return of Purchase Payment amount increased to $125,000. The Contract Value increased to $133,468.

During Contract Year 6, a withdrawal of $35,000 was made. This withdrawal reduced the Return of Purchase Payment amount on a pro rata basis to $95,000 and decreased the Contract Value to $110,844. Numerically, the new Return of Purchase Payment amount is calculated as follows:

First, determine the ratio for the proportionate reduction. The ratio is the withdrawal amount divided by the Contract Value prior to the withdrawal ($145,844, which equals the $110,844 Contract Value after the withdrawal plus the $35,000 withdrawal amount). Numerically, the ratio is 24.00% ($35,000 ÷ $145,844 = 0.2400 or 24.00%).

Second, determine the new Return of Purchase Payment amount. The Return of Purchase Payment amount prior to the withdrawal is multiplied by 1 less the ratio determined above. Numerically, the new Return of Purchase Payment amount is $95,000 (Return of Purchase Payment amount prior to the withdrawal × (1 − ratio); $125,000 × (1 − 24.00%); $125,000 × 76.00% = $95,000).

During Contract Year 11, a withdrawal of $10,000 was made. This withdrawal reduced the Return of Purchase Payment amount on a pro rata basis to $83,629 and decreased the Contract Value to $73,530. Numerically, the new Return of Purchase Payment amount is calculated as follows:

> First, determine the ratio for the proportionate reduction. The ratio is the withdrawal amount divided by the Contract Value prior to the withdrawal ($83,530, which equals the $73,530 Contract Value after the withdrawal plus the $10,000 withdrawal amount). Numerically, the ratio is 11.97% ($10,000 ÷ $83,530 = 0.1197 or 11.97%).
>
> Second, determine the new Return of Purchase Payment amount. The Return of Purchase Payment amount prior to the withdrawal is multiplied by 1 less the ratio determined above. Numerically, the new Return of Purchase Payment amount is $83,629 (Return of Purchase Payment prior to the withdrawal × (1 − ratio); $95,000 × (1 − 11.97%); $95,000 × 88.03% = $83,629).

During Contract Year 14, death occurs. The Death Benefit Amount will be the Return of Purchase Payments reduced by an amount for each withdrawal ($83,629) because that amount is greater than the Contract Value ($59,144).

Using the table above, if death occurred in Contract Year 7, the Death Benefit Amount would be the Contract Value ($111,666) because that amount is greater than the Return of Purchase Payment (reduced by an amount for withdrawals) of $95,000.

Stepped-Up Death Benefit

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $25,000 is received in Contract Year 3.
- A withdrawal of $35,000 is taken during Contract Year 6.
- Annual Step-Ups occur on each of the first 7 Contract Anniversaries.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value[1]	Return of Purchase Payments[1]	Guaranteed Minimum (Stepped-Up) Death Benefit Amount
1	$100,000		$105,000	$100,000	$100,000
2			$103,000	$100,000	$103,000
3			$106,090	$100,000	$106,090
Activity	$25,000		$133,468	$125,000	$131,090
4			$134,458	$125,000	$134,458
5			$138,492	$125,000	$138,492
6			$142,647	$125,000	$142,647
Activity		$35,000	$110,844	$95,000	$108,412
7			$111,666	$95,000	$111,666
8			$103,850	$95,000	$111,666
9			$96,580	$95,000	$111,666
Death Occurs			$89,820	$95,000	$111,666

[1] The greater of the Contract Value or the adjusted Return of Purchase Payments represents the Death Benefit Amount.

On the Rider Effective Date, the initial values are set as follows:

- Return of Purchase Payment = Initial Purchase Payment = $100,000
- Guaranteed Minimum (Stepped-Up) Death Benefit Amount = Initial Purchase Payment = $100,000
- Contract Value = Initial Purchase Payment = $100,000

During Contract Year 3, an additional Purchase Payment of $25,000 was made. This results in an increase in the Return of Purchase Payment amount to $125,000. The Contract Value increased to $133,468 and the Guaranteed Minimum (Stepped-Up) Death Benefit Amount increased to $131,090.

During Contract Year 6, a withdrawal of $35,000 was made. This withdrawal reduced the Return of Purchase Payment amount on a pro rata basis to $95,000 and decreased the Contract Value to $110,844. In addition, the Guaranteed Minimum (Stepped-Up) Death Benefit

Amount was reduced on a pro rata basis to $108,412. Numerically, the new Return of Purchase Payment and Guaranteed Minimum (Stepped-Up) Death Benefit Amount is calculated as follows:

First, determine the ratio for the proportionate reduction. The ratio is the withdrawal amount divided by the Contract Value prior to the withdrawal ($145,844, which equals the $110,844 Contract Value after the withdrawal plus the $35,000 withdrawal amount). Numerically, the ratio is 24.00% ($35,000 ÷ $145,844 = 0.2400 or 24.00%)

Second, determine the new Return of Purchase Payment amount. The Return of Purchase Payment amount prior to the withdrawal is multiplied by 1 less the ratio determined above. Numerically, the new Return of Purchase Payment amount is $95,000 (Return of Purchase Payment amount prior to the withdrawal × (1 − ratio); $125,000 × (1 − 24.00%); $125,000 × 76.00% = $95,000).

Third, determine the new Guaranteed Minimum (Stepped-Up) Death Benefit Amount. The Guaranteed Minimum (Stepped-Up) Death Benefit Amount prior to the withdrawal is multiplied by 1 less the ratio determined above. Numerically, the new Guaranteed Minimum (Stepped-Up) Death Benefit Amount is $108,412 (Guaranteed Minimum (Stepped-Up) Death Benefit Amount prior to the withdrawal × (1 − ratio); $142,647 × (1 − 24.00%); $142,647 × 76.00% = $108,412).

During Contract Year 9, death occurs. The death benefit proceeds are the greater of the Death Benefit Amount (Contract Value or Return of Purchase Payments adjusted for withdrawals) or the Guaranteed Minimum (Stepped-Up) Death Benefit Amount. The Death Benefit Amount is $95,000 because the Return of Purchase Payment Amount ($95,000) is greater than the Contract Value ($89,820). The death benefit proceeds are equal to the Guaranteed Minimum (Stepped-Up) Death Benefit Amount of $111,666 because it is greater than the Death Benefit Amount (Return of Purchase Payments of $95,000).

APPENDIX G:

EARNINGS ENHANCEMENT GUARANTEE (EEG) SAMPLE CALCULATIONS

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments and withdrawals effect the values and benefits under this Rider. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider effective Date = Contract Date
- A subsequent Purchase Payment of $20,000 is received during Contract Year 3.
- A withdrawal of $20,000 is taken during Contract Year 7.
- A withdrawal of $10,000 is taken during Contract Year 8.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value	Earnings[1]	Remaining Purchase Payments	Adjustment to Remaining Purchase Payments	40% EEG[2]	25% EEG[3]
1	$100,000		$100,000	$0	$100,000	—	$0	$0
2			$103,000	$3,000	$100,000	—	$1,200	$750
3			$106,090	$6,090	$100,000	—	$2,436	$1,523
Activity	$20,000		$128,468	$8,468	$120,000	—	$3,387	$2,117
4			$129,421	$9,421	$120,000	—	$3,768	$2,355
5			$133,304	$13,304	$120,000	—	$5,321	$3,326
6			$137,303	$17,303	$120,000	—	$6,921	$4,326
7			$141,422	$21,422	$120,000	—	$8,569	$5,355
Activity		$20,000	$124,592	$4,592	$120,000	—	$1,837	$1,148
8			$125,516	$5,516	$120,000	—	$2,206	$1,379
Activity		$10,000	$118,330	$0	$118,330	$1,670	$0	$0
9			$119,208	$878	$118,330	—	$351	$219
Death at the beginning of year 10			$126,360	$8,030	$118,330	—	$3,212	$2,008

[1] For Rider purposes, Earnings are equal to the Contract Value less Remaining Purchase Payments.

[2] 40% EEG amount is applicable if the oldest Annuitant was age 69 or younger on the Rider Effective Date.

[3] 25% EEG amount is applicable if the oldest Annuitant was age 70 to 75 on the Rider Effective Date.

On the Rider Effective Date, the initial values are set as follows:

- Remaining Purchase Payments = Initial Purchase Payment = $100,000

During Contract Year 3, an additional Purchase Payment of $20,000 was made. As a result, the Remaining Purchase Payments increased to $120,000 ($100,000 + $20,000 = $120,000). The Contract Value increased to $128,468.

During Contract Year 7, a withdrawal of $20,000 was made. This will cause an adjustment to the Earnings amount on a dollar for dollar basis that results in a balance of $4,592. The $4,592 is the result of taking the Contract Value after the withdrawal less the Remaining Purchase Payments ($124,592 − $120,000 = $4,592). Since there are Earnings remaining after the withdrawal, there is no adjustment to the Remaining Purchase Payments.

During Contract Year 8, a withdrawal of $10,000 was made. Assuming the Earnings at the time of the withdrawal were $8,330, the withdrawal exceeds the Earnings. Since the $10,000 withdrawal exceeded the Earnings, an adjustment to the Remaining Purchase Payments will occur. The Remaining Purchase Payments will be reduced by $1,670 which is the difference between the amount of the withdrawal less the Earnings at the time of the withdrawal ($10,000 − $8,330 = $1,670). The Earnings will be reduced to zero.

During Contract Year 10 death occurs. The EEG amount added to the death benefit is based on the age of the oldest Annuitant on the Rider Effective Date and the lesser of the Earnings and Remaining Purchase Payments adjusted for withdrawals.

Assuming the oldest Annuitant was 69 or younger on the Rider Effective Date, the EEG amount added to the death benefit would be \$3,212. \$3,212 represents 40% of the Earnings (\$8,030 × 40% = \$3,212) which is less than 40% of the Remaining Purchase Payments adjusted for withdrawals (\$118,330 × 40% = \$47,332).

Assuming the oldest Annuitant was 70 to 75 on the Rider Effective Date, the EEG amount added to the death benefit would be \$2,008. \$2,008 represents 25% of the Earnings (\$8,030 × 25% = \$2,008) which is less than 25% of the Remaining Purchase Payments adjusted for withdrawals (\$118,330 × 25% = \$29,583).

APPENDIX H:

OPTIONAL RIDERS NOT AVAILABLE FOR PURCHASE

CoreIncome Advantage Plus (Single)

(This rider is called the Guaranteed Withdrawal Benefit VII Rider – Single Life in the Contract's Rider.)

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions in effect as of the Rider Effective Date.

Early Withdrawal – Any withdrawal that occurs before the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is 59½ years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal) that occurs after the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is age 59½ or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is 59½ years of age or older, the Protected Payment Amount is equal to 4% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 4% of the Protected Payment Base computed on that date. If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is younger than 59½ years of age, the Protected Payment Amount is equal to zero (0); however, once the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) reaches age 59½, the Protected Payment Amount will equal 4% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California).

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets and Owner-Elected Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59½, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is 59½ years of age or older, the Protected Payment Amount is 4% of the Protected Payment Base. If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is younger than 59½ years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset or Owner-Elected Reset will increase or decrease the Protected Payment Base depending on the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the oldest Owner (youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 4% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions in effect at that time,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on this Contract only, and
- only RMD Withdrawals are made from the Contract during the Contract Year.

See example 6 in **Sample Calculations** below for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

See **FEDERAL TAX ISSUES – Qualified Contracts –** *Required Minimum Distributions.*

Depletion of Contract Value

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is younger than age 59½ when the Contract Value is zero (due to withdrawals, fees, market decline, or otherwise), the Rider will terminate.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is age 59½ or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the date of death of an Owner or the date of death of the sole surviving Annuitant (first Annuitant in the case of a Non-Natural Owner),
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit.

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is less than the Contract Value on that Contract Anniversary. The annual charge percentage may change as a result of any Automatic Reset (see **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges**).

Automatic Reset – Opt-Out Election. Within 60 days after a Contract Anniversary on which an Automatic Reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount and annual charge percentage to their respective amounts immediately before the Automatic Reset. Any future Automatic Resets will continue in accordance with the **Automatic Reset** paragraph above.

If you elect this option, your opt-out election must be received, In Proper Form, within the same 60 day period after the Contract Anniversary on which the reset is effective.

Automatic Reset – Future Participation. You may elect not to participate in future Automatic Resets at any time. Your election must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in Automatic Resets, you may re-elect to participate in future Automatic Resets at any time. Your election to resume participation must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** paragraph above.

Owner-Elected Resets (Non-Automatic). You may, on any Contract Anniversary, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value. An Owner-Elected Reset may be elected while Automatic Resets are in effect. The annual charge percentage may change as a result of this Reset.

If you elect this option, your election must be received, In Proper Form, within 60 days after the Contract Anniversary on which the reset is effective. The reset will be based on the Contract Value as of that Contract Anniversary. **Your election of this option may result in a reduction in the Protected Payment Base and Protected Payment Amount.** Generally, the reduction will occur when your Contract Value is less than the Protected Payment Base as of the Contract Anniversary you elected the reset. **You are strongly advised to work with your financial advisor prior to electing an Owner-Elected Reset.** We will provide you with written confirmation of your election.

Subsequent Purchase Payments

If we receive additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, for purposes of this Rider, we reserve the right to restrict additional Purchase Payments that result in a total of all Purchase Payments received after the 1st Contract Anniversary, measured from the Rider Effective Date, to exceed $100,000 without our prior approval.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial advisor to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

This Rider terminates upon the death of an Owner or sole surviving Annuitant. If the surviving spouse continues the Contract, the surviving spouse may re-purchase this Rider (if available) on any Contract Anniversary. The existing protected balances will not carry over to the new Rider and will be based on the Contract Value at time of re-purchase.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**).

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the date of the death of an Owner or the date of death of the sole surviving Annuitant,
- for Contracts with a Non-Natural Owner, the date of death of any Annuitant, including Primary, Joint and Contingent Annuitants,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day we are notified of a change in ownership of the Contract to a non-spouse Owner if the Contract is Non-Qualified (excluding changes in ownership to or from certain trusts or if this Rider is issued in California),
- the day the Contingent Annuitant becomes the Annuitant (if this Rider is issued in California),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is younger than age 59½.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

CoreIncome Advantage Plus (Joint)

(This rider is called the Guaranteed Withdrawal Benefit VII Rider – Joint Life in the Contract's Rider.)

For purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- a sole Owner with the Owner's Spouse designated as the sole primary Beneficiary,
- Joint Owners, where the Owners are each other's Spouses, or
- if the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's Spouse must be designated as the sole primary Beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary Beneficiary provided that the Spouse of the beneficial owner is the sole primary Beneficiary of the custodial account.

If this Rider is added on a Contract Anniversary, naming your Spouse as the Beneficiary to meet eligibility requirements will not be considered a change of Annuitant on the Contract.

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions in effect as of the Rider Effective Date.

Designated Lives (each a **"Designated Life"**) – Designated Lives must be natural persons who are each other's spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, the Designated Life must:

- be the Owner (or Annuitant, in the case of a custodial owned IRA or TSA), or
- remain the Spouse of the other Designated Life and be the first in line of succession, as determined under the Contract, for payment of any death benefit.

Early Withdrawal – Any withdrawal that occurs before the youngest Designated Life is 59½ years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal) that occurs after the youngest Designated Life is age 59½ or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is equal to 4% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 4% of the Protected Payment Base computed on that date. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is equal to zero (0). However, once the youngest Designated Life reaches age 59½, the Protected Payment Amount will equal 4% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the youngest Designated Life.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or Owner-Elected Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

Spouse – The Owner's spouse who is treated as the Owner's spouse pursuant to federal law. If the Contract is a custodial owned IRA or TSA, the Annuitant's spouse who is treated as the Annuitant's spouse pursuant to federal law.

Surviving Spouse – The surviving spouse of a deceased Owner (or Annuitant in the case of a custodial owned IRA or TSA).

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets and Owner-Elected Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59½, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is 4% of the Protected Payment Base. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset or Owner-Elected Reset will increase or decrease the Protected Payment Base depending on the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of the withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the youngest Designated Life is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 4% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions in effect at that time,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on this Contract only,
- the youngest Designated Life is age 59½ or older, and
- only RMD Withdrawals are made from the Contract during the Contract Year.

See example 6 in **Sample Calculations** below for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

See **FEDERAL TAX ISSUES – Qualified Contracts –** *Required Minimum Distributions.*

Depletion of Contract Value

If the youngest Designated Life is younger than age 59½ when the Contract Value is zero (due to withdrawals, fees, market decline, or otherwise), the Rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits,
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit.

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is less than the Contract Value on that Contract Anniversary. The annual charge percentage may change as a result of any Automatic Reset (see **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges**).

Automatic Reset – Opt-Out Election. Within 60 days after a Contract Anniversary on which an Automatic Reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount and annual charge percentage to their respective amounts immediately before the Automatic Reset. Any future Automatic Resets will continue in accordance with the **Automatic Reset** paragraph above.

If you elect this option, your opt-out election must be received, In Proper Form, within the same 60 day period after the Contract Anniversary on which the reset is effective.

Automatic Reset – Future Participation. You may elect not to participate in future Automatic Resets at any time. Your election must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in Automatic Resets, you may re-elect to participate in future Automatic Resets at any time. Your election to resume participation must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** paragraph above.

Owner-Elected Resets (Non-Automatic). You may, on any Contract Anniversary, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value. An Owner-Elected Reset may be elected while Automatic Resets are in effect. The annual charge percentage may change as a result of this Reset.

If you elect this option, your election must be received, In Proper Form, within 60 days after the Contract Anniversary on which the reset is effective. The reset will be based on the Contract Value as of that Contract Anniversary. **Your election of this option may result in a reduction in the Protected Payment Base and Protected Payment Amount.** Generally, the reduction will occur when your Contract Value is less than the Protected Payment Base as of the Contract Anniversary you elected the reset. **You are strongly advised to work with your financial advisor prior to electing an Owner-Elected Reset.** We will provide you with written confirmation of your election.

Subsequent Purchase Payments

If we receive additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, for purposes of this Rider, we reserve the right to restrict additional Purchase Payments that result in a total of all Purchase Payments received after the 1st Contract Anniversary, measured from the Rider Effective Date, to exceed $100,000 without our prior approval.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only or Joint Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only or Joint Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial advisor to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

If the Owner dies and the Surviving Spouse (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the Surviving Spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Rider terminates.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits).**

Ownership and Beneficiary Changes

Changes to the Contract Owner, Annuitant and/or Beneficiary designations and changes in marital status, including a dissolution of marriage, may adversely affect the benefits of this Rider. A particular change may make a Designated Life ineligible to receive lifetime income benefits under this Rider. As a result, the Rider may remain in effect and you may pay for benefits that you will not receive. **You are strongly advised to work with your financial advisor and consider your options prior to making any Owner, Annuitant and/or Beneficiary changes to your Contract.**

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the date of the death of all Designated Lives eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and a Surviving Spouse who chooses to continue the Contract is not a Designated Life eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued by a Surviving Spouse who is a Designated Life eligible for lifetime benefits,
- if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life who is a Contract Owner,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA) (this bullet does not apply if this Rider is issued in California),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the youngest Designated Life is younger than age 59½.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your contract will actually perform.**

The examples apply to CoreIncome Advantage Plus (Single) and (Joint) unless otherwise noted below.

Example #1 – Setting of Initial Values.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (every Designated Life for Joint) is 64 years old.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$4,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 4% of Protected Payment Base = $4,000

Example #2 – Subsequent Purchase Payment.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (every Designated Life for Joint) is 64 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- No withdrawals taken.
- Automatic Reset at Beginning of Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$4,000
Activity	$100,000		$210,000	$200,000	$8,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$8,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$8,280

Immediately after the $100,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base is increased by the Purchase Payment amount to $200,000 ($100,000 + $100,000). The Protected Payment Amount after the Purchase Payment is equal to $8,000 (4% of the Protected Payment Base after the Purchase Payment).

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value ($207,000) is higher than the Protected Payment Base ($200,000). This resets the Protected Payment Base to $207,000 and the Protected Payment Amount to $8,280 (4% × $207,000).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 – Withdrawal Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (every Designated Life for Joint) is 64 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal equal to or less than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $221,490.
- Automatic Resets at Beginning of Contract Years 2 and 3.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$4,000
Activity	$100,000		$210,000	$200,000	$8,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$8,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$8,280
Activity		$5,000	$216,490 (after $5,000 withdrawal)	$207,000	$3,280
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$216,490	$207,000	$8,280
Year 3 Contract Anniversary	(After Automatic Reset)		$216,490	$216,490	$8,660

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value ($207,000) is higher than the Protected Payment Base ($200,000). This reset increases the Protected Payment Base to $207,000 and the Protected Payment Amount to $8,280 (4% × $207,000).

Because the $5,000 withdrawal during Contract Year 2 did not exceed the $8,280 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base remains unchanged.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 3 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**see balances at Year 3 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount after the automatic reset at the Year 3 Contract Anniversary is equal to $8,660 (4% of the reset Protected Payment Base).

Example #4 – Withdrawal Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (every Designated Life for Joint) is 64 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $195,000.
- Automatic Resets at Beginning of Contract Years 2 and 3.

* Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year. APPENDIX "A"

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$4,000
Activity	$100,000		$210,000	$200,000	$8,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$8,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$8,280
Activity		$30,000	$165,000 (after $30,000 withdrawal)	$182,926	$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$192,000	$182,926	$7,317
Year 3 Contract Anniversary	(After Automatic Reset)		$192,000	$192,000	$7,680

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

Because the $30,000 withdrawal during Contract Year 2 exceeds the $8,280 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount: $30,000 − $8,280 = $21,720.

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal: $21,720 ÷ ($195,000 − $8,280) = 0.1163 or 11.63%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the percentage computed above: $207,000 − ($207,000 × 11.63%) = $182,926.

The Protected Payment Amount immediately after the withdrawal is equal to $0. This amount is determined by multiplying the Protected Payment Base before the withdrawal by 4% and then subtracting all of the withdrawals made during that Contract Year:
(4% × $207,000) − $30,000 = -$21,720 or $0, since the Protected Payment Amount can't be less than zero.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an automatic reset occurs that increases the Protected Payment Base to an amount equal to 100% of the Contract Value on that date. (**Compare the balances at Year 3 Contract Anniversary Prior to and After Automatic Reset**).

Example #5 – Early Withdrawal.

The values shown below are based on the following assumptions:

* Initial Purchase Payment = $100,000
* Rider Effective Date = Contract Date
* Every Owner and Annuitant (youngest Designated Life for Joint) is 56½ years old.
* A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
* A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
* Contract Value immediately before withdrawal = $221,490.
* Automatic Resets at Beginning of Contract Years 2, 3 and 4.
* Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$0
Activity	$100,000		$210,000	$200,000	$0
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$0
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$0
Activity		$25,000	$196,490 (after $25,000 withdrawal)	$182,000	$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$196,490	$182,000	$0
Year 3 Contract Anniversary	(After Automatic Reset)		$196,490	$196,490	$0
Year 4 Contract Anniversary	(Prior to Automatic Reset)		$205,000	$196,490	$0
Year 4 Contract Anniversary	(After Automatic Reset)		$205,000	$205,000	$8,200

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and #2.

Because the $25,000 withdrawal during **Contract Year 2** exceeds the $0 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the early withdrawal amount. The early withdrawal amount is the total withdrawal amount of $25,000.

Second, determine the reduction percentage by dividing the early withdrawal amount determined by the Contract Value prior to the withdrawal: $25,000 ÷ $221,490 = 0.1129 or 11.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the greater of (a) the total withdrawal amount ($25,000) and (b) the reduction percentage ($207,000 × 11.29%) = $23,370. Since $25,000 is greater than $23,370, the new Protected Payment Base is computed by subtracting $25,000 from the prior Protected Payment Base: $207,000 − $25,000 = $182,000.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount remains at $0 since the oldest Owner (youngest Annuitant for Non-Natural Owner or if this Rider is issued in California; youngest Designated Life for Joint) has not reached age 59½.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount is set to $8,200 (4% × $205,000) since the oldest Owner (youngest Annuitant for Non-Natural Owner or if this Rider is issued in California; youngest Designated Life for Joint) reached age 59½.

Example #6 – RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is $7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary				$100,000	$4,000
01/01/2007			$7,500		
03/15/2007	$1,875			$100,000	$2,125
05/01/2007 Contract Anniversary				$100,000	$4,000
06/15/2007	$1,875			$100,000	$2,125
09/15/2007	$1,875			$100,000	$250
12/15/2007	$1,875			$100,000	$0
01/01/2008			$8,000		
03/15/2008	$2,000			$100,000	$0
05/01/2008 Contract Anniversary				$100,000	$4,000

Since the RMD Amount for 2008 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. In addition, each contract year the Protected Payment Amount is reduced by the amount of each withdrawal until the Protected Payment Amount is zero.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary			$0	$100,000	$4,000
01/01/2007			$7,500		
03/15/2007	$1,875			$100,000	$2,125
04/01/2007		$2,000		$100,000	$125
05/01/2007 Contract Anniversary				$100,000	$4,000
06/15/2007	$1,875			$100,000	$2,125
09/15/2007	$1,875			$100,000	$250
11/15/2007		$4,000		$95,820	$0

On 3/15/07 there was an RMD Withdrawal of $1,875 and on 4/1/07 a non-RMD Withdrawal of $2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of $4,000 there was no adjustment to the Protected Payment Base. On 5/1/07, the Protected Payment Amount was re-calculated (4% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal ($4,000) that caused the cumulative withdrawals during the Contract Year ($7,750) to exceed the Protected Payment Amount ($4,000). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal ($250), and assuming the Contract Value was $90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to $95,820.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = $90,000
- Protected Payment Base = $100,000
- Protected Payment Amount = $250

A withdrawal of $4,000 was taken, which exceeds the Protected Payment Amount of $250. The Protected Payment Base will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is $3,750 (total withdrawal amount − Protected Payment Amount; $4,000 − $250 = $3,750).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value − Protected Payment Amount); the calculation is based on the Contract Value and the Protected Payment Amount values immediately before the excess withdrawal. Numerically, the ratio is 4.18% ($3,750 ÷ ($90,000 − $250); $3,750 ÷ $89,750 = 0.0418 or 4.18%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $95,820 (Protected Payment Base × (1 − ratio); $100,000 × (1 − 4.18%); $100,000 × 95.82% = $95,820).

Example #7 – Lifetime Income.

This example applies to CoreIncome Advantage Plus (Single) only.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant is 64 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 4% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset or Owner-Elected Reset is assumed during the life of the Rider.
- Death occurs during Contract Year 26 after the $4,000 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	$4,000	$96,489	$100,000	$4,000
2	$4,000	$92,410	$100,000	$4,000
3	$4,000	$88,543	$100,000	$4,000
4	$4,000	$84,627	$100,000	$4,000
5	$4,000	$80,662	$100,000	$4,000
6	$4,000	$76,648	$100,000	$4,000
7	$4,000	$72,583	$100,000	$4,000
8	$4,000	$68,467	$100,000	$4,000
9	$4,000	$64,299	$100,000	$4,000
10	$4,000	$60,078	$100,000	$4,000
11	$4,000	$55,805	$100,000	$4,000
12	$4,000	$51,478	$100,000	$4,000
13	$4,000	$47,096	$100,000	$4,000
14	$4,000	$42,660	$100,000	$4,000
15	$4,000	$38,168	$100,000	$4,000
16	$4,000	$33,619	$100,000	$4,000
17	$4,000	$29,013	$100,000	$4,000
18	$4,000	$24,349	$100,000	$4,000
19	$4,000	$19,626	$100,000	$4,000
20	$4,000	$14,844	$100,000	$4,000
21	$4,000	$10,002	$100,000	$4,000
22	$4,000	$5,099	$100,000	$4,000
23	$4,000	$0	$100,000	$4,000
24	$4,000	$0	$100,000	$4,000
25	$4,000	$0	$100,000	$4,000
26	$4,000	$0	$100,000	$4,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 4% of Protected Payment Base = $4,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal ($4,000), the Protected Payment Base remains unchanged.

Withdrawals of 4% of the Protected Payment Base will continue to be paid each year (even after the Contract Value has been reduced to zero) until the date of death of an Owner or the date of death of the sole surviving Annuitant (death of any Annuitant for Non-Natural Owners), whichever occurs first.

Example #8 – Lifetime Income.

This example applies to CoreIncome Advantage Plus (Joint) only.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- All Designated Lives are 64 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 4% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset or Owner-Elected Reset is assumed during the life of the Rider.
- All Designated Lives remain eligible for lifetime income benefits while the Rider is in effect.
- Surviving Spouse continues Contract upon the death of the first Designated Life.

* Surviving Spouse dies during Contract Year 26 after the $4,000 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	$4,000	$96,489	$100,000	$4,000
2	$4,000	$92,410	$100,000	$4,000
3	$4,000	$88,543	$100,000	$4,000
4	$4,000	$84,627	$100,000	$4,000
5	$4,000	$80,662	$100,000	$4,000
6	$4,000	$76,648	$100,000	$4,000
7	$4,000	$72,583	$100,000	$4,000
8	$4,000	$68,467	$100,000	$4,000
9	$4,000	$64,299	$100,000	$4,000
10	$4,000	$60,078	$100,000	$4,000
11	$4,000	$55,805	$100,000	$4,000
12	$4,000	$51,478	$100,000	$4,000
13	$4,000	$47,096	$100,000	$4,000
Activity (Death of first Designated Life) 14	$4,000	$42,660	$100,000	$4,000
15	$4,000	$38,168	$100,000	$4,000
16	$4,000	$33,619	$100,000	$4,000
17	$4,000	$29,013	$100,000	$4,000
18	$4,000	$24,349	$100,000	$4,000
19	$4,000	$19,626	$100,000	$4,000
20	$4,000	$14,844	$100,000	$4,000
21	$4,000	$10,002	$100,000	$4,000
22	$4,000	$5,099	$100,000	$4,000
23	$4,000	$0	$100,000	$4,000
24	$4,000	$0	$100,000	$4,000
25	$4,000	$0	$100,000	$4,000
26	$4,000	$0	$100,000	$4,000

On the Rider Effective Date, the initial values are set as follows:

* Protected Payment Base = Initial Purchase Payment = $100,000
* Protected Payment Amount = 4% of Protected Payment Base = $4,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal ($4,000), the Protected Payment Base remains unchanged.

During Contract Year 13, the death of the first Designated Life occurred. Withdrawals of the Protected Payment Amount (4% of the Protected Payment Base) will continue to be paid each year (even after the Contract Value was reduced to zero) until the Rider terminates.

If there was a change in Owner, Beneficiary or marital status prior to the death of the first Designated Life that resulted in the surviving Designated Life (spouse) to become ineligible for lifetime income benefits, then the lifetime income benefits under the Rider would not continue for the surviving Designated Life and the Rider would terminate upon the death of the first Designated Life.

CoreIncome Advantage 5 Plus (Single)

(This rider is called the Guaranteed Withdrawal Benefit V Rider – Single Life in the Contract's Rider.)

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions in effect as of the Rider Effective Date.

Early Withdrawal – Any withdrawal that occurs before the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is 59½ years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal) that occurs after the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is age 59½ or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is 59½ years of age or older, the Protected Payment Amount is equal to 5% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 5% of the Protected Payment Base computed on that date. If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is younger than 59½ years of age, the Protected Payment Amount is equal to zero (0); however, once the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) reaches age 59½, the Protected Payment Amount will equal 5% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California).

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets and Owner-Elected Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59½, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is 59½ years of age or older, the Protected Payment Amount is 5% of the Protected Payment Base. If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is younger than 59½ years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset or Owner-Elected Reset will increase or decrease the Protected Payment Base depending on the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the oldest Owner (youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 5% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a

Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an “RMD Withdrawal”) is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions in effect at that time,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on this Contract only, and
- only RMD Withdrawals are made from the Contract during the Contract Year.

See example 6 in **Sample Calculations** below for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

See **FEDERAL TAX ISSUES – Qualified Contracts –** *Required Minimum Distributions.*

Depletion of Contract Value

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is younger than age 59½ when the Contract Value is zero (due to withdrawals, fees, market decline, or otherwise), the Rider will terminate.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is age 59½ or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the date of death of an Owner or the date of death of the sole surviving Annuitant (first Annuitant in the case of a Non-Natural Owner),
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit.

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is less than the Contract Value on that Contract Anniversary. The annual charge percentage may change as a result of any Automatic Reset (see **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges**).

Automatic Reset – Opt-Out Election. Within 60 days after a Contract Anniversary on which an Automatic Reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount and annual charge percentage to their respective amounts immediately before the Automatic Reset. Any future Automatic Resets will continue in accordance with the **Automatic Reset** paragraph above.

If you elect this option, your opt-out election must be received, In Proper Form, within the same 60 day period after the Contract Anniversary on which the reset is effective.

Automatic Reset – Future Participation. You may elect not to participate in future Automatic Resets at any time. Your election must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in Automatic Resets, you may re-elect to participate in future Automatic Resets at any time. Your election to resume participation must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** paragraph above.

Owner-Elected Resets (Non-Automatic). You may, on any Contract Anniversary, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value. An Owner-Elected Reset may be elected while Automatic Resets are in effect. The annual charge percentage may change as a result of this Reset.

If you elect this option, your election must be received, In Proper Form, within 60 days after the Contract Anniversary on which the reset is effective. The reset will be based on the Contract Value as of that Contract Anniversary. **Your election of this option may result in a reduction in the Protected Payment Base and Protected Payment Amount.** Generally, the reduction will occur when your Contract Value is less than the Protected Payment Base as of the Contract Anniversary you elected the reset. **You are strongly advised to work with your financial advisor prior to electing an Owner-Elected Reset.** We will provide you with written confirmation of your election.

Subsequent Purchase Payments

If we receive additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, for purposes of this Rider, we reserve the right to restrict additional Purchase Payments that result in a total of all Purchase Payments received after the 1st Contract Anniversary, measured from the Rider Effective Date, to exceed $100,000 without our prior approval.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial advisor to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

This Rider terminates upon the death of an Owner or sole surviving Annuitant. If the surviving spouse continues the Contract, the surviving spouse may re-purchase this Rider (if available) on any Contract Anniversary. The existing protected balances will not carry over to the new Rider and will be based on the Contract Value at time of re-purchase.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**).

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the date of the death of an Owner or the date of death of the sole surviving Annuitant,
- for Contracts with a Non-Natural Owner, the date of death of any Annuitant, including Primary, Joint and Contingent Annuitants,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day we are notified of a change in ownership of the Contract to a non-spouse Owner if the Contract is Non-Qualified (excluding changes in ownership to or from certain trusts or if this Rider is issued in California),
- the day the Contingent Annuitant becomes the Annuitant (if this Rider is issued in California),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner or if this Rider is issued in California) is younger than age 59½.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

CoreIncome Advantage 5 Plus (Joint)

(This Rider is called the Guaranteed Withdrawal Benefit V Rider – Joint Life in the Contract's Rider.)

For purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- a sole Owner with the Owner's Spouse designated as the sole primary Beneficiary,
- Joint Owners, where the Owners are each other's Spouses, or
- if the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's Spouse must be designated as the sole primary Beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary Beneficiary provided that the Spouse of the beneficial owner is the sole primary Beneficiary of the custodial account.

If this Rider is added on a Contract Anniversary, naming your Spouse as the Beneficiary to meet eligibility requirements will not be considered a change of Annuitant on the Contract.

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions in effect as of the Rider Effective Date.

Designated Lives (each a **"Designated Life"**) – Designated Lives must be natural persons who are each other's spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, the Designated Life must:

- be the Owner (or Annuitant, in the case of a custodial owned IRA or TSA), or
- remain the Spouse of the other Designated Life and be the first in line of succession, as determined under the Contract, for payment of any death benefit.

Early Withdrawal – Any withdrawal that occurs before the youngest Designated Life is 59½ years of age.

Excess Withdrawal – Any withdrawal (except an RMD Withdrawal) that occurs after the youngest Designated Life is age 59½ or older and exceeds the Protected Payment Amount.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is equal to 5% of the Protected

Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 5% of the Protected Payment Base computed on that date. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is equal to zero (0). However, once the youngest Designated Life reaches age 59½, the Protected Payment Amount will equal 5% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the youngest Designated Life.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or Owner-Elected Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

Spouse – The Owner's spouse who is treated as the Owner's spouse pursuant to federal law. If the Contract is a custodial owned IRA or TSA, the Annuitant's spouse who is treated as the Annuitant's spouse pursuant to federal law.

Surviving Spouse – The surviving spouse of a deceased Owner (or Annuitant in the case of a custodial owned IRA or TSA).

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets and Owner-Elected Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59½, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the youngest Designated Life is 59½ years of age or older, the Protected Payment Amount is 5% of the Protected Payment Base. If the youngest Designated Life is younger than 59½ years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset or Owner-Elected Reset will increase or decrease the Protected Payment Base depending on the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of the withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

When the youngest Designated Life is 59½ years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 5% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions in effect at that time,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on this Contract only,
- the youngest Designated Life is age 59½ or older, and
- only RMD Withdrawals are made from the Contract during the Contract Year.

See example 6 in **Sample Calculations** below for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

See **FEDERAL TAX ISSUES – Qualified Contracts –** *Required Minimum Distributions.*

Depletion of Contract Value

If the youngest Designated Life is younger than age 59½ when the Contract Value is zero (due to withdrawals, fees, market decline, or otherwise), the Rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

If the youngest Designated Life is age 59½ or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

- the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits,
- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract, and
- the Contract will cease to provide any death benefit.

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is less than the Contract Value on that Contract Anniversary. The annual charge percentage may change as a result of any Automatic Reset (see **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges**).

Automatic Reset – Opt-Out Election. Within 60 days after a Contract Anniversary on which an Automatic Reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount and annual charge percentage to their respective amounts immediately before the Automatic Reset. Any future Automatic Resets will continue in accordance with the **Automatic Reset** paragraph above.

If you elect this option, your opt-out election must be received, In Proper Form, within the same 60 day period after the Contract Anniversary on which the reset is effective.

Automatic Reset – Future Participation. You may elect not to participate in future Automatic Resets at any time. Your election must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in Automatic Resets, you may re-elect to participate in future Automatic Resets at any time. Your election to resume participation must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** paragraph above.

Owner-Elected Resets (Non-Automatic). You may, on any Contract Anniversary, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value. An Owner-Elected Reset may be elected while Automatic Resets are in effect. The annual charge percentage may change as a result of this Reset.

If you elect this option, your election must be received, In Proper Form, within 60 days after the Contract Anniversary on which the reset is effective. The reset will be based on the Contract Value as of that Contract Anniversary. **Your election of this option may result in a reduction in the Protected Payment Base and Protected Payment Amount.** Generally, the reduction will occur when your Contract Value is less than the Protected Payment Base as of the Contract Anniversary you elected the reset. **You are strongly advised to work with your financial advisor prior to electing an Owner-Elected Reset.** We will provide you with written confirmation of your election.

Subsequent Purchase Payments

If we receive additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, for purposes of this Rider, we reserve the right to restrict additional Purchase Payments that result in a total of all Purchase Payments received after the 1st Contract Anniversary, measured from the Rider Effective Date, to exceed $100,000 without our prior approval.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only or Joint Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only or Joint Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial advisor to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

If the Owner dies and the Surviving Spouse (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the Surviving Spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Rider terminates.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits).**

Ownership and Beneficiary Changes

Changes to the Contract Owner, Annuitant and/or Beneficiary designations and changes in marital status, including a dissolution of marriage, may adversely affect the benefits of this Rider. A particular change may make a Designated Life ineligible to receive lifetime income benefits under this Rider. As a result, the Rider may remain in effect and you may pay for benefits that you will not receive. **You**

are strongly advised to work with your financial advisor and consider your options prior to making any Owner, Annuitant and/or Beneficiary changes to your Contract.

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the date of the death of all Designated Lives eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and a Surviving Spouse who chooses to continue the Contract is not a Designated Life eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued by a Surviving Spouse who is a Designated Life eligible for lifetime benefits,
- if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life who is a Contract Owner,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA) (this bullet does not apply if this Rider is issued in California),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the youngest Designated Life is younger than age 59½.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your contract will actually perform.**

The examples apply to CoreIncome Advantage 5 Plus (Single) and (Joint) unless otherwise noted below.

Example #1 – Setting of Initial Values.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (every Designated Life for Joint) is 64 years old.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$5,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 5% of Protected Payment Base = $5,000

Example #2 – Subsequent Purchase Payment.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (every Designated Life for Joint) is 64 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- No withdrawals taken.
- Automatic Reset at Beginning of Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$5,000
Activity	$100,000		$210,000	$200,000	$10,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$10,350

Immediately after the $100,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base is increased by the Purchase Payment amount to $200,000 ($100,000 + $100,000). The Protected Payment Amount after the Purchase Payment is equal to $10,000 (5% of the Protected Payment Base after the Purchase Payment).

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value ($207,000) is higher than the Protected Payment Base ($200,000). This resets the Protected Payment Base to $207,000 and the Protected Payment Amount to $10,350 (5% × $207,000).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 – Withdrawal Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (every Designated Life for Joint) is 64 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal lower than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $221,490.
- Automatic Resets at Beginning of Contract Years 2 and 3.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$5,000
Activity	$100,000		$210,000	$200,000	$10,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$10,350
Activity		$5,000	$216,490 (after $5,000 withdrawal)	$207,000	$5,350
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$216,490	$207,000	$10,350
Year 3 Contract Anniversary	(After Automatic Reset)		$216,490	$216,490	$10,825

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value ($207,000) is higher than the Protected Payment Base ($200,000). This reset increases the Protected Payment Base to $207,000 and the Protected Payment Amount to $10,350 (5% × $207,000).

Because the $5,000 withdrawal during Contract Year 2 did not exceed the $10,350 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base remains unchanged.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 3 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**see balances at Year 3 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount after the automatic reset at the Year 3 Contract Anniversary is equal to $10,825 (5% of the reset Protected Payment Base).

Example #4 – Withdrawal Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (every Designated Life for Joint) is 64 years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $195,000.
- Automatic Resets at Beginning of Contract Years 2 and 3.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$5,000
Activity	$100,000		$210,000	$200,000	$10,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$10,350
Activity		$30,000	$165,000 (after $30,000 withdrawal)	$184,975	$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$192,000	$184,975	$9,249
Year 3 Contract Anniversary	(After Automatic Reset)		$192,000	$192,000	$9,600

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

Because the $30,000 withdrawal during Contract Year 2 exceeds the $10,350 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount: $30,000 − $10,350 = $19,650.

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal: $19,650 ÷ ($195,000 − $10,350) = 0.1064 or 10.64%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the percentage computed above: $207,000 − ($207,000 × 10.64%) = $184,975.

The Protected Payment Amount immediately after the withdrawal is equal to $0. This amount is determined by multiplying the Protected Payment Base before the withdrawal by 5% and then subtracting all of the withdrawals made during that Contract Year: (5% × $207,000) − $30,000 = -$19,650 or $0, since the Protected Payment Amount can't be less than zero.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an automatic reset occurs that increases the Protected Payment Base to an amount equal to 100% of the Contract Value on that date. (**Compare the balances at Year 3 Contract Anniversary Prior to and After Automatic Reset**).

Example #5 – Early Withdrawal.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant (youngest Designated Life for Joint) is 56½ years old.
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Contract Value immediately before withdrawal = $221,490.

- Automatic Resets at Beginning of Contract Years 2, 3 and 4.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	$100,000		$105,000	$100,000	$0
Activity	$100,000		$210,000	$200,000	$0
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$0
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$0
Activity		$25,000	$196,490 (after $25,000 withdrawal)	$182,000	$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		$196,490	$182,000	$0
Year 3 Contract Anniversary	(After Automatic Reset)		$196,490	$196,490	$0
Year 4 Contract Anniversary	(Prior to Automatic Reset)		$205,000	$196,490	$0
Year 4 Contract Anniversary	(After Automatic Reset)		$205,000	$205,000	$10,250

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

Because the $25,000 withdrawal during **Contract Year 2** exceeds the $0 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the early withdrawal amount. The early withdrawal amount is the total withdrawal amount of $25,000.

Second, determine the reduction percentage by dividing the early withdrawal amount determined by the Contract Value prior to the withdrawal: $25,000 ÷ $221,490 = 0.1129 or 11.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the greater of (a) the total withdrawal amount ($25,000) and (b) the reduction percentage ($207,000 × 11.29%) = $23,370. Since $25,000 is greater than $23,370, the new Protected Payment Base is computed by subtracting $25,000 from the prior Protected Payment Base: $207,000 − $25,000 = $182,000.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount remains at $0 since the oldest Owner (youngest Annuitant for Non-Natural Owner or if this Rider is issued in California; youngest Designated Life for Joint) has not reached age 59½.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary – Prior to and After Automatic Reset**). The Protected Payment Amount is set to $10,250 (5% × $205,000) since the oldest Owner (youngest Annuitant for Non-Natural Owner or if this Rider is issued in California; youngest Designated Life for Joint) reached age 59½.

Example #6 – RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is $7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary				$100,000	$5,000
01/01/2007			$7,500		
03/15/2007	$1,875			$100,000	$3,125
05/01/2007 Contract Anniversary				$100,000	$5,000
06/15/2007	$1,875			$100,000	$3,125
09/15/2007	$1,875			$100,000	$1,250
12/15/2007	$1,875			$100,000	$0
01/01/2008			$8,000		
03/15/2008	$2,000			$100,000	$0
05/01/2008 Contract Anniversary				$100,000	$5,000

Since the RMD Amount for 2008 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. In addition, each contract year the Protected Payment Amount is reduced by the amount of each withdrawal until the Protected Payment Amount is zero.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary			$0	$100,000	$5,000
01/01/2007			$7,500		
03/15/2007	$1,875			$100,000	$3,125
04/01/2007		$2,000		$100,000	$1,125
05/01/2007 Contract Anniversary				$100,000	$5,000
06/15/2007	$1,875			$100,000	$3,125
09/15/2007	$1,875			$100,000	$1,250
11/15/2007		$4,000		$96,900	$0

On 3/15/07 there was an RMD Withdrawal of $1,875 and on 4/1/07 a non-RMD Withdrawal of $2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of $5,000 there was no adjustment to the Protected Payment Base. On 5/1/07, the Protected Payment Amount was re-calculated (5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal ($4,000) that caused the cumulative withdrawals during the Contract Year ($7,750) to exceed the Protected Payment Amount ($5,000). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal ($1,250), and assuming the Contract Value was $90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to $96,900.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = $90,000
- Protected Payment Base = $100,000
- Protected Payment Amount = $1,250

A withdrawal of $4,000 was taken, which exceeds the Protected Payment Amount of $1,250. The Protected Payment Base will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is $2,750 (total withdrawal amount − Protected Payment Amount; $4,000 − $1,250 = $2,750).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value − Protected Payment Amount); the calculation is based on the Contract Value and the Protected Payment Amount values immediately before the excess withdrawal. Numerically, the ratio is 3.10% ($2,750 ÷ ($90,000 − $1,250); $2,750 ÷ $88,750 = 0.0310 or 3.10%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $96,900 (Protected Payment Base × (1 − ratio); $100,000 × (1 − 3.10%); $100,000 × 96.90% = $96,900).

Example #7 – Lifetime Income.

This example applies to CoreIncome Advantage 5 Plus (Single) only.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Every Owner and Annuitant is 64 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 5% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset or Owner-Elected Reset is assumed during the life of the Rider.
- Death occurred during Contract Year 26 after the $5,000 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	$5,000	$96,489	$100,000	$5,000
2	$5,000	$92,410	$100,000	$5,000
3	$5,000	$88,543	$100,000	$5,000
4	$5,000	$84,627	$100,000	$5,000
5	$5,000	$80,662	$100,000	$5,000
6	$5,000	$76,648	$100,000	$5,000
7	$5,000	$72,583	$100,000	$5,000
8	$5,000	$68,467	$100,000	$5,000
9	$5,000	$64,299	$100,000	$5,000
10	$5,000	$60,078	$100,000	$5,000
11	$5,000	$55,805	$100,000	$5,000
12	$5,000	$51,478	$100,000	$5,000
13	$5,000	$47,096	$100,000	$5,000
14	$5,000	$42,660	$100,000	$5,000
15	$5,000	$38,168	$100,000	$5,000
16	$5,000	$33,619	$100,000	$5,000
17	$5,000	$29,013	$100,000	$5,000
18	$5,000	$24,349	$100,000	$5,000
19	$5,000	$19,626	$100,000	$5,000
20	$5,000	$14,844	$100,000	$5,000
21	$5,000	$10,002	$100,000	$5,000
22	$5,000	$5,099	$100,000	$5,000
23	$5,000	$0	$100,000	$5,000
24	$5,000	$0	$100,000	$5,000
25	$5,000	$0	$100,000	$5,000
26	$5,000	$0	$100,000	$5,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 5% of Protected Payment Base = $5,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal ($5,000), the Protected Payment Base remains unchanged.

Withdrawals of 5% of the Protected Payment Base will continue to be paid each year (even after the Contract Value has been reduced to zero) until the date of death of an Owner or the date of death of the sole surviving Annuitant (death of any Annuitant for Non-Natural Owners), whichever occurs first.

Example #8 – Lifetime Income.

This example applies to CoreIncome Advantage 5 Plus (Joint) only.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- All Designated Lives are 64 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 5% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset or Owner-Elected Reset is assumed during the life of the Rider.
- All Designated Lives remain eligible for lifetime income benefits while the Rider is in effect.
- Surviving Spouse continues Contract upon the death of the first Designated Life.
- Surviving Spouse died during Contract Year 26 after the $5,000 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	$5,000	$96,489	$100,000	$5,000
2	$5,000	$92,410	$100,000	$5,000
3	$5,000	$88,543	$100,000	$5,000
4	$5,000	$84,627	$100,000	$5,000
5	$5,000	$80,662	$100,000	$5,000
6	$5,000	$76,648	$100,000	$5,000
7	$5,000	$72,583	$100,000	$5,000
8	$5,000	$68,467	$100,000	$5,000
9	$5,000	$64,299	$100,000	$5,000
10	$5,000	$60,078	$100,000	$5,000
11	$5,000	$55,805	$100,000	$5,000
12	$5,000	$51,478	$100,000	$5,000
13	$5,000	$47,096	$100,000	$5,000
Activity (Death of first Designated Life) 14	$5,000	$42,660	$100,000	$5,000
15	$5,000	$38,168	$100,000	$5,000
16	$5,000	$33,619	$100,000	$5,000
17	$5,000	$29,013	$100,000	$5,000
18	$5,000	$24,349	$100,000	$5,000
19	$5,000	$19,626	$100,000	$5,000
20	$5,000	$14,844	$100,000	$5,000
21	$5,000	$10,002	$100,000	$5,000
22	$5,000	$5,099	$100,000	$5,000
23	$5,000	$0	$100,000	$5,000
24	$5,000	$0	$100,000	$5,000
25	$5,000	$0	$100,000	$5,000
26	$5,000	$0	$100,000	$5,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Protected Payment Amount = 5% of Protected Payment Base = $5,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal ($5,000), the Protected Payment Base remains unchanged.

During Contract Year 13, the death of the first Designated Life occurred. Withdrawals of the Protected Payment Amount (5% of the Protected Payment Base) will continue to be paid each year (even after the Contract Value was reduced to zero) until the Rider terminates.

If there was a change in Owner, Beneficiary or marital status prior to the death of the first Designated Life that resulted in the surviving Designated Life (spouse) to become ineligible for lifetime income benefits, then the lifetime income benefits under the Rider would not continue for the surviving Designated Life and the Rider would terminate upon the death of the first Designated Life.

Income Access

Rider Terms

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions in effect as of the Rider Effective Date.

Protected Payment Amount – The maximum amount that can be withdrawn each Contract Year under this Rider without reducing the Protected Payment Base. The Protected Payment Amount on any day after the Rider Effective Date is equal to the lesser of:

- 7% of the Protected Payment Base as of that day, or
- the Remaining Protected Balance as of that day.

The Protected Payment Amount for a Contract Year is determined at the beginning of that Contract Year and will remain unchanged throughout that Contract Year. The initial Protected Payment Amount on the Rider Effective Date is equal to 7% of the initial Protected Payment Base.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Remaining Protected Balance – The amount available for future withdrawals made under this Rider. The initial Remaining Protected Balance is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary beginning with the 1st Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, on which an Automatic Reset or Owner-Elected Reset occurs to Reset the Remaining Protected Balance to an amount equal to 100% of the Contract Value, determined as of that Contract Anniversary. The terms Reset and Step-Up have the same meaning for this Rider. The term Step-Up may be used in the Rider attached to your Contract.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

How the Rider Works

This Rider allows for withdrawals up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. This Rider does not provide lifetime withdrawal benefits. The initial Remaining Protected Balance is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

The Income Access Rider also provides, on any Contract Anniversary beginning with the 1st anniversary of the Effective Date or most recent Reset Date, Automatic Annual Resets and Owner-Elected Resets of the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value as of that Contract Anniversary.

The Protected Payment Base and Remaining Protected Balance may change over time. An Automatic Reset or Owner-Elected Reset will increase or decrease the Protected Payment Base and Remaining Protected Balance depending on the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will reduce the Remaining Protected Balance by the amount of the withdrawal and will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value is less than the Protected Payment Base, both the Protected Payment Base and Remaining Protected Balance will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under the Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including a TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

While the Rider is in effect, you may make cumulative withdrawals up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Remaining Protected Balance equals zero. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year.

Under your Contract, you may withdraw more than the Protected Payment Amount each Contract Year. **However, withdrawals of more than the Protected Payment Amount in a Contract Year will cause an immediate adjustment to the Remaining Protected Balance, the Protected Payment Base, and, at the next Contract Anniversary, the Protected Payment Amount.**

If a withdrawal does not cause the total amount withdrawn during the Contract Year to exceed the Protected Payment Amount, the Protected Payment Base will remain unchanged. The Remaining Protected Balance will decrease by the withdrawal amount immediately following the withdrawal.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) causes the total amount withdrawn during the Contract Year to exceed the Protected Payment Amount, we will (immediately following the excess withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. We will reduce the Remaining Protected Balance either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount. (See example 4 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base and Remaining Protected Balance as a result of an excess withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value is less than the Protected Payment Base, both the Protected Payment Base and Remaining Protected Balance will be reduced by an amount that is greater than the excess amount withdrawn.

The Protected Payment Amount will remain unchanged until the next Contract Anniversary, when the Protected Payment Amount for the new Contract Year is determined.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

A withdrawal may not exceed the amount available for withdrawal under the Contract, if such withdrawal would cause the cumulative withdrawals for that Contract Year to exceed the Protected Payment Amount and reduce the Contract Value to zero.

Except as otherwise provided under the *Required Minimum Distributions* subsection below, if, immediately after a withdrawal, the cumulative withdrawals for that Contract Year do not exceed the Protected Payment Amount and the Contract Value is reduced to zero, the following will apply:

- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency, as elected by you, but no less frequently than annually, until the Remaining Protected Balance is reduced to zero,
- no additional Purchase Payments will be accepted under the Contract,
- any Remaining Protected Balance will not be available for payment in a lump sum or may not be applied to provide payments under an Annuity Option, and
- the Contract will cease to provide any death benefit.

If the Owner or sole surviving Annuitant dies and the Contract Value is zero as of the date of death, any Remaining Protected Balance will be paid to the designated Beneficiary under the series of pre-authorized withdrawals and payment frequency then in effect at the time of the Owner's or sole surviving Annuitant's death. If, however, the Remaining Protected Balance would be paid over a period that exceeds the life expectancy of the Beneficiary, the pre-authorized withdrawal amount will be adjusted so that the withdrawal payments will be paid over a period that does not exceed the Beneficiary's life expectancy.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions in effect at that time,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on this Contract only, and
- only RMD Withdrawals are made from the Contract during the Contract Year.

Immediately following an RMD Withdrawal, the Remaining Protected Balance will decrease by the RMD Withdrawal amount.

If the Contract Value is reduced to zero, RMD Withdrawals will cease and any Remaining Protected Balance will be paid under a series of pre-authorized withdrawals in accordance with the terms of the Rider.

See **FEDERAL TAX ISSUES – Qualified Contracts –** *Required Minimum Distributions.*

Reset of Protected Payment Base and Remaining Protected Balance

Regardless of which Reset option is used, on and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of annual Charges and any future Reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. Please discuss with your financial advisor your Contract's maximum Annuity Date when considering Reset options. A Reset occurs when the Protected Payment Base and Remaining Protected Balance are changed to an amount equal to the Contract Value as of the Reset Date.

If you want to participate in Automatic Resets, you must make an affirmative election In Proper Form. Otherwise, you may Reset the Protected Payment Base and Remaining Protected Balance as outlined under **Owner-Elected Resets (Non-Automatic)** below.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically Reset the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value, if the Protected Payment Base is less than the Contract Value on that Contract Anniversary. The annual charge percentage may change as a result of any Automatic Reset (see **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges**).

Automatic Reset – Opt-Out Election. Within 60 days after a Contract Anniversary on which an Automatic Reset is effective, you have the option to reinstate the Protected Payment Base, Remaining Protected Balance and any change in the annual charge percentage to their respective amounts immediately before the Automatic Reset. Any future Automatic Resets will continue in accordance with the **Automatic Reset** paragraph above.

If you elect this option, your opt-out election must be received, In Proper Form, within the same 60 day period after the Contract Anniversary on which the Reset is effective.

Automatic Reset – Future Participation. You may elect not to participate in future Automatic Resets at any time. Your election must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in Automatic Resets, you may re-elect to participate in future Automatic Resets at any time. Your election to resume participation must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** paragraph above.

Owner-Elected Resets (Non-Automatic). On any Contract Anniversary beginning with the 1st Contract Anniversary, measured from the Rider Effective Date or the most recent Reset Date, whichever is later, you may elect to Reset the Remaining Protected Balance and Protected Payment Base to an amount equal to 100% of the Contract Value. The annual charge percentage may change as a result of this Reset.

If you elect this option, your election must be received, In Proper Form, within 60 days after the Contract Anniversary on which the Reset is effective. The Reset will be based on the Contract Value as of that Contract Anniversary. **Your election of this option may result in a reduction in the Protected Payment Base, Remaining Protected Balance and Protected Payment Amount.** Generally, the reduction will occur when your Contract Value is less than the Protected Payment Base as of the Contract Anniversary you elected the reset. **You**

are strongly advised to work with your financial advisor prior to electing an Owner-Elected Reset. We will provide you with written confirmation of your election.

Subsequent Purchase Payments

If we receive any additional Purchase Payments to the Contract, we will immediately increase the Protected Payment Base and Remaining Protected Balance by the amount of the Purchase Payment. However, the Protected Payment Amount will remain unchanged until the next Contract Anniversary, when the Protected Payment Amount for the new Contract Year is determined.

For purposes of this Rider, we reserve the right to restrict additional Purchase Payments.

Continuation of Rider if Surviving Spouse Continues Contract

If the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, the surviving spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Remaining Protected Balance is reduced to zero (0). The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries. In some instances, withdrawals may continue for the life of the surviving spouse without the need for a reset.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract and Rider (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**).

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically end on the earliest of:

- the Contract Anniversary immediately following the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements,*
- the Contract Anniversary immediately following the day the Remaining Protected Balance is reduced to zero,
- the date of the first death of an Owner or the date of death of the sole surviving Annuitant (except as provided under the *Continuation of Rider if Surviving Spouse Continues Contract* subsection),
- for Contracts with a Non-Natural Owner, the date of the first death of an Annuitant, including Primary, Joint and Contingent Annuitants,
- the day the Contract is terminated in accordance with the provisions of the Contract, except as otherwise provided in the paragraph below,
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date, or
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount.

The Rider and the Contract will not terminate on the first death of an Owner or death of the sole surviving Annuitant, or the day the Contract is terminated in accordance with the provisions of the Contract if, at the time of those events, the Contract Value is zero and we are making pre-authorized withdrawals of the Remaining Protected Balance under the provisions of the Rider. If we are making pre-authorized withdrawals, the Contract will terminate on the Contract Anniversary immediately following the day the Remaining Protected Balance is zero.

Sample Calculations

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your contract will actually perform.**

Example #1 – Setting of Initial Values.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	$100,000		$105,000	$100,000	$7,000	$100,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Remaining Protected Balance = Initial Purchase Payment = $100,000
- Protected Payment Amount = 7% of Protected Payment Base = $7,000

Example #2 – Subsequent Purchase Payments.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $20,000 is received during Contract Year 1.
- No withdrawals taken.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	$100,000		$105,000	$100,000	$7,000	$100,000
Activity	$20,000		$122,000	$120,000	$7,000	$120,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$122,000	$120,000	$8,400	$120,000
Year 2 Contract Anniversary	(After Automatic Reset)		$122,000	$122,000	$8,540	$122,000

Immediately after the $20,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base and Remaining Protected Balance are increased by the Purchase Payment amount to $120,000 ($100,000 + $20,000). The Protected Payment Amount after the Purchase Payment remains at $7,000 until the Protected Payment Amount is determined at **Year 2 Contract Anniversary.**

At Year 2 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 2 Contract Anniversary – Prior to Automatic Reset**), an Automatic Reset occurred which changes the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 2 Contract Anniversary – After Automatic Reset**). As a result, the Protected Payment Amount is equal to $8,540 (7% of the reset Protected Payment Base).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of additional amounts credited, charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 – Withdrawals Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $20,000 is received during Contract Year 1.
- Automatic Reset at the Beginning of Contract Year 2.
- A withdrawal equal to or less than the Protected Payment Amount is taken during Contract Year 2.

• Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year. APPENDIX "A"

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	$100,000		$105,000	$100,000	$7,000	$100,000
Activity	$20,000		$122,000	$120,000	$7,000	$120,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$122,000	$120,000	$8,400	$120,000
Year 2 Contract Anniversary	(After Automatic Reset)		$122,000	$122,000	$8,540	$122,000
Activity		$8,540	$116,000	$122,000	$8,540	$113,460
Year 3 Contract Anniversary			$116,000	$122,000	$8,540	$113,460

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

As the withdrawal during **Contract Year 2** did not exceed the Protected Payment Amount immediately prior to the withdrawal ($8,540):

- the Protected Payment Base remains unchanged; and
- the Remaining Protected Balance is reduced by the amount of the withdrawal to $113,460 ($122,000 − $8,540).

Example #4 – Withdrawals Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Automatic Reset at Beginning of Contract Year 2 and 4.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	$100,000		$105,000	$100,000	$7,000	$100,000
Activity	$100,000		$210,000	$200,000	$7,000	$200,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		$207,000	$200,000	$14,000	$200,000
Year 2 Contract Anniversary	(After Automatic Reset)		$207,000	$207,000	$14,490	$207,000
Activity		$15,000	$206,490	$206,503	$14,490	$192,000
Year 3 Contract Anniversary			$206,490	$206,503	$14,455	$192,000
Year 4 Contract Anniversary	(Prior to Automatic Reset)		$220,944	$206,503	$14,455	$192,000
Year 4 Contract Anniversary	(After Automatic Reset)		$220,944	$220,944	$15,466	$220,944

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2**.

Because the $15,000 withdrawal during **Contract Year 2** exceeds the Protected Payment Amount immediately prior to the withdrawal ($15,000 > $14,490), the Protected Payment Base and Remaining Protected Balance immediately after the withdrawal are reduced.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = $221,490
- Protected Payment Base = $207,000
- Remaining Protected Balance = $207,000
- Protected Payment Amount = $14,490 (7% × Protected Payment Base; 7% × $207,000 = $14,490)
- No withdrawals were taken prior to the excess withdrawal

A withdrawal of $15,000 was taken, which exceeds the Protected Payment Amount of $14,490 for the Contract Year. The Protected Payment Base and Remaining Protected Balance will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is $510 (total withdrawal amount − Protected Payment Amount; $15,000 − $14,490 = $510).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value − Protected Payment Amount). The Contract Value prior to the withdrawal was $221,490, which equals the

$206,490 after the withdrawal plus the $15,000 withdrawal amount. Numerically, the ratio is 0.24% ($510 ÷ ($221,490 − $14,490); $510 ÷ $207,000 = 0.0024 or 0.24%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $206,503 (Protected Payment Base × (1 − ratio); $207,000 × (1 − 0.24%); $207,000 × 99.76% = $206,503).

Fourth, determine the new Remaining Protected Balance. The Remaining Protected Balance is reduced either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount.

To determine the proportionate reduction, the Remaining Protected Balance immediately before the withdrawal is reduced by the Protected Payment Amount multiplied by 1 less the ratio determined above. Numerically, after the proportionate reduction, the new Remaining Protected Balance is $192,047 (Remaining Protected Balance immediately before the withdrawal − Protected Payment Amount) × (1 − ratio); ($207,000 − $14,490) × (1 − 0.24%); $192,510 × 99.76% = $192,047).

To determine the total withdrawal amount reduction, the Remaining Protected Balance immediately before the withdrawal is reduced by the total withdrawal amount. Numerically, after the Remaining Protected Balance is reduced by the total withdrawal amount, the new Remaining Protected Balance is $192,000 (Remaining Protected Balance immediately before the withdrawal − total withdrawal amount; $207,000 − $15,000 = $192,000).

Therefore, since $192,000 (total withdrawal amount method) is less than $192,047 (proportionate method) the new Remaining Protected Balance is $192,000.

The Protected Payment Amount immediately after the withdrawal is equal to $14,490, but at the Beginning on Contract Year 3, it is adjusted to $14,455 (7% of the Protected Payment Base (7% of $206,503 = $14,455).

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 4 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurred which resets the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 4 Contract Anniversary – After Automatic Reset**).

Example #5 – RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base and Remaining Protected Balance. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is $7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
05/01/2006 Contract Anniversary				$100,000	$7,000	$100,000
01/01/2007			$7,500			
03/15/2007	$1,875			$100,000	$7,000	$98,125
05/01/2007 Contract Anniversary				$100,000	$7,000	$98,125
06/15/2007	$1,875			$100,000	$7,000	$96,250
09/15/2007	$1,875			$100,000	$7,000	$94,375
12/15/2007	$1,875			$100,000	$7,000	$92,500
01/01/2008			$8,000			
03/15/2008	$2,000			$100,000	$7,000	$90,500
05/01/2008 Contract Anniversary				$100,000	$7,000	$90,500

Since the RMD Amount for 2008 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. The only effect is a reduction in the Remaining Protected Balance equal to the amount of each withdrawal.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
05/01/2006 Contract Anniversary				$100,000	$7,000	$100,000
01/01/2007			$7,500			
03/15/2007	$1,875			$100,000	$7,000	$98,125
04/01/2007		$2,000		$100,000	$7,000	$96,125
05/01/2007 Contract Anniversary				$100,000	$7,000	$96,125
06/15/2007	$1,875			$100,000	$7,000	$94,250
09/15/2007	$1,875			$100,000	$7,000	$92,375
11/15/2007		$4,000		$99,140	$7,000	$88,358

On 3/15/07 there was an RMD Withdrawal of $1,875 and on 4/1/07 a non-RMD Withdrawal of $2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of $7,000 there was no adjustment to the Protected Payment Base. The only effect is a reduction in the Remaining Protected Balance and the Protected Payment Amount equal to the amount of each withdrawal. On 5/1/07, the Protected Payment Amount was re-calculated (7% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal ($4,000) that caused the cumulative withdrawals during the Contract Year ($7,750) to exceed the Protected Payment Amount ($7,000). As the withdrawal exceeded the Protected Payment Amount and assuming the Contract Value was $90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to $99,140 and the Remaining Protected Balance is reduced to $88,358.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = $90,000
- Protected Payment Base = $100,000
- Remaining Protected Balance = $92,375
- Protected Payment Amount less withdrawals already taken = $7,000 − $3,750 = $3,250

A withdrawal of $4,000 was taken, which exceeds the Protected Payment Amount for the Contract Year. The Protected Payment Base and Remaining Protected Balance will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount less withdrawals already taken. Numerically, the excess withdrawal amount is $750 (total withdrawal amount − Protected Payment Amount less withdrawals already taken; $4,000 − ($7,000 − $3,750) = $750).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value − Protected Payment Amount). Numerically, the ratio is 0.86% ($750 ÷ ($90,000 − $3,250); $750 ÷ $86,750 = 0.0086 or 0.86%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $99,140 (Protected Payment Base × (1 − ratio); $100,000 × (1 − 0.86%); $100,000 × 99.14% = $99,140).

Fourth, determine the new Remaining Protected Balance. The Remaining Protected Balance is reduced either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount.

To determine the proportionate reduction, the Remaining Protected Balance is reduced by the Protected Payment Amount multiplied by 1 less the ratio determined above. Numerically, after the proportionate reduction, the Remaining Protected Balance is $88,358 (Remaining Protected Balance − Protected Payment Amount) × (1 − ratio); ($92,375 − $3,250) × (1 − 0.86%); $89,125 × 99.14% = $88,358).

To determine the total withdrawal amount reduction, the Remaining Protected Balance is reduced by the total withdrawal amount. Numerically, after the Remaining Protected Balance is reduced by the total withdrawal amount, the Remaining Protected Balance is $88,375 (Remaining Protected Balance − total withdrawal amount; $92,375 − $4,000 = $88,375).

Therefore, since $88,358 (proportionate method) is less than $88,375 (total withdrawal amount method) the Remaining Protected Balance is $88,358.

Guaranteed Protection Advantage 3 (GPA 3)

How the Rider Works

The Rider will remain in effect, unless otherwise terminated, for a 10-year period (the "Term") beginning on the Effective Date of the Rider.

On the last day of the Term, we will add an additional amount to your Contract Value if, on that day, the Contract Value is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Contract Value on the last day of the Term and the Guaranteed Protection Amount. The additional amount added to the Contract Value will be considered earnings and allocated to your Investment Options according to your most recent allocation instructions. Additional Purchase Payments that are not part of the Guaranteed Protection Amount (Purchase Payments made after the first year of a Term and not included in a Step-Up) will not be included in the benefit calculation at the end of Term.

The Guaranteed Protection Amount is equal to (a) plus (b) minus (c) as indicated below:

(a) is the Contract Value at the start of the Term,

(b) is the amount of each subsequent Purchase Payment received during the first year of the Term, and

(c) is a pro rata adjustment for withdrawals made from the Contract during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal, including any applicable withdrawal charges, premium taxes, and/or other taxes, to the Contract Value immediately prior to the withdrawal.

For purposes of determining the Contract Value at the start of the Term, if the Effective Date of the Rider is the Contract Date, the Contract Value is equal to the initial Purchase Payment. If the Effective Date of the Rider is a Contract Anniversary, the Contract Value is equal to the Contract Value on that Contract Anniversary. Any subsequent Purchase Payments received after the first year of a Term are not included in the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, the first death of an Owner or the death of the last surviving Annuitant occurs (death of any Annuitant for Non-Natural Owners), or a full withdrawal is made, the Contract Value will reflect any additional amount owed under the Rider before the payment of any annuity or death benefits, or full withdrawal. No additional amount will be made if the Contract Value on the last day of the Term is greater than or equal to the Guaranteed Protection Amount.

Optional Step-Up in the Guaranteed Protection Amount

On any Contract Anniversary beginning with the 3rd anniversary of the Effective Date of this Rider and before the Annuity Date, you may elect to increase ("Step-Up") your Guaranteed Protection Amount.

If you elect the optional Step-Up, the following conditions will apply:

- your election of a Step-Up must be received, In Proper Form, within 60 days after the Contract Anniversary on which the Step-Up is effective,
- the Guaranteed Protection Amount will be equal to your Contract Value as of the Effective Date of the Step-Up ("Step-Up Date"),
- a new 10-year Term will begin as of the Step-Up Date, and
- you may not elect another Step-Up until on or after the 3rd anniversary of the latest Step-Up Date.

We will not permit a Step-Up if the new 10-year Term will extend beyond the Annuity Date.

The annual charge percentage may change if you elect a Step-Up, but it will never be more than the maximum annual charge percentage associated with the Rider. If you do not elect any Step-Up of the Guaranteed Protection Amount during the Term of the Rider, your annual charge percentage will remain the same as it was on the Effective Date of the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

If the Owner dies during the Term and the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, then the provisions of the Rider will continue until the end of the Term.

Termination

The Rider will automatically terminate at the end of the Term, or, if earlier on:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the day we receive notification from the Owner to terminate the Rider,
- the date a full withdrawal of the amount available for withdrawal is made under the Contract,
- the date of the first death of an Owner or the date of death of the last surviving Annuitant (except as provided under the *Continuation of Rider if Surviving Spouse Continues Contract* subsection),
- for Contracts with a Non-Natural Owner, the date of the first death of an Annuitant, including Primary, Joint and Contingent Annuitants,
- the date the Contract is terminated according to the provisions of the Contract, or
- the Annuity Date.

If your request to terminate the Rider is received at our Service Center within 60 days after a Contract Anniversary, the Rider will terminate on that Contract Anniversary. If your request to terminate the Rider is received at our Service Center more than 60 days after a Contract Anniversary, the Rider will terminate the day we receive the request.

If the Rider is terminated, you must wait until a Contract Anniversary that is at least 1 year from the Effective Date of the termination before the Rider may be purchased again (if available).

Guaranteed Protection Advantage 5 (GPA 5)

How the Rider Works

The Rider will remain in effect, unless otherwise terminated, for a 10-year period (the "Term") beginning on the Effective Date of the Rider.

On the last day of the Term, we will add an additional amount to your Contract Value if, on that day, the Contract Value is less than a specified amount (the "Guaranteed Protection Amount"). The additional amount will be equal to the difference between the Contract Value on the last day of the Term and the Guaranteed Protection Amount. The additional amount added to the Contract Value will be considered earnings and allocated to your Investment Options according to your most recent allocation instructions.

The Guaranteed Protection Amount is equal to (a) plus (b) minus (c) as indicated below:

(a) is the Contract Value at the start of the Term,

(b) is the amount of each subsequent Purchase Payment received during the first year of the Term, and

(c) is a pro rata adjustment for withdrawals made from the Contract during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal, including any applicable withdrawal charges, premium taxes, and/or other taxes, to the Contract Value immediately prior to the withdrawal.

For purposes of determining the Contract Value at the start of the Term, if the Effective Date of the Rider is the Contract Date, the Contract Value is equal to the initial Purchase Payment. If the Effective Date of the Rider is a Contract Anniversary, the Contract Value is equal to the Contract Value on that Contract Anniversary. Any subsequent Purchase Payments received after the first year of the Term are not included in the Guaranteed Protection Amount. However, the Rider charge will be based on the Contract Value which may include any subsequent Purchase Payments that are not included in the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, the first death of an Owner or the death of the last surviving Annuitant occurs (death of any Annuitant for Non-Natural Owners), or a full withdrawal is made, the Contract Value will reflect any additional amount owed under the Rider before the payment of any annuity or death benefits, or full withdrawal. No additional amount will be made if the Contract Value on the last day of the Term is greater than or equal to the Guaranteed Protection Amount.

Optional Step-Up in the Guaranteed Protection Amount

On any Contract Anniversary beginning with the 5th anniversary of the Effective Date of this Rider and before the Annuity Date, you may elect to increase ("Step-Up") your Guaranteed Protection Amount.

If you elect the optional Step-Up, the following conditions will apply:

- your election of a Step-Up must be received, In Proper Form, within 60 days after the Contract Anniversary on which the Step-Up is effective,
- the Guaranteed Protection Amount will be equal to your Contract Value as of the Effective Date of the Step-Up ("Step-Up Date"),
- a new 10-year Term will begin as of the Step-Up Date, and
- you may not elect another Step-Up until on or after the 5^{th} anniversary of the latest Step-Up Date.

We will not permit a Step-Up if the new 10-year Term will extend beyond the Annuity Date.

The Guaranteed Protection Charge ("GPA 5 Charge") may change if you elect a Step-Up, but it will never be more than the GPA 5 Charge being charged under the then current terms and conditions of the Rider. If you do not elect any Step-Up of the Guaranteed Protection Amount during the lifetime of the Rider, your GPA 5 Charge will remain the same as it was on the Effective Date of the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

If the Owner dies during the Term and the surviving spouse of the deceased Owner elects to continue the Contract in accordance with its terms, then the provisions of the Rider will continue until the end of the Term.

Termination

The Rider will automatically terminate at the end of the Term, or, if earlier on:

- the Contract Anniversary immediately following the date any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the Contract Anniversary immediately following the date we receive notification from the Owner to terminate the Rider,
- the date a full withdrawal of the amount available for withdrawal is made under the Contract,
- the date of the first death of an Owner or the date of death of the last surviving Annuitant (except as provided under the *Continuation of Rider if Surviving Spouse Continues Contract* subsection),
- for Contracts with a Non-Natural Owner, the date of the first death of an Annuitant, including Primary, Joint and Contingent Annuitants,
- the date the Contract is terminated according to the provisions of the Contract, or
- the Annuity Date.

If your request to terminate the Rider is received at our Service Center within 60 days after a Contract Anniversary, the Rider will terminate on that Contract Anniversary. If your request to terminate the Rider is received at our Service Center more than 60 days after a Contract Anniversary, the Rider will terminate the day we receive the request.

Sample Calculations

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your contract will actually perform.**

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date

- A subsequent Purchase Payment of $20,000 is received in Contract Year 1 and $10,000 is received in Contract Year 4.
- A withdrawal of $10,000 is taken during Contract Year 7.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value	Guaranteed Protection Amount	Amount added to the Contract Value
1	$100,000		$105,000	$100,000	
Activity	$20,000		$118,119	$120,000	
2			$117,374	$120,000	
3			$114,439	$120,000	
4			$111,578	$120,000	
Activity	$10,000		$119,480	$120,000	
5			$118,726	$120,000	
6			$124,662	$120,000	
Step-Up (New 10-Year Term Begins)			$124,662	$124,662	
7			$121,546	$124,662	
Activity		$10,000	$109,259	$114,209	
8			$108,570	$114,209	
9			$105,856	$114,209	
10			$103,209	$114,209	
11			$100,629	$114,209	
12			$98,114	$114,209	
13			$95,661	$114,209	
14			$93,269	$114,209	
15			$90,937	$114,209	
Values at End of 15th Year			$88,664	$114,209	
			$114,209	$0	$25,545

The Guaranteed Protection Amount is equal to (a) + (b) − (c) as indicated below:

(a) is the Contract Value at the start of the Term,
(b) is the amount of each subsequent Purchase Payment received during the first year of the Term, and
(c) is a pro rata adjustment for withdrawals made from the Contract during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal, including any applicable withdrawal charges, premium taxes, and/or other taxes, to the Contract Value immediately prior to the withdrawal.

On the Rider Effective Date, the initial values are set as follows:

- Guaranteed Protected Amount = Initial Purchase Payment = $100,000 ($100,000 + 0 − 0 = $100,000)

During Contract Year 1, an additional Purchase Payment of $20,000 was made. Since this Purchase Payment was made during the first Contract Year, the Guaranteed Protection Amount will be increased by $20,000 to $120,000. ($100,000 + $20,000 − 0 = $120,000)

During Contract Year 4, an additional Purchase Payment of $10,000 was made. However, this Purchase Payment will not increase the Guaranteed Protection Amount because it was not made during the first Contract Year (or first year of the 10-Year Term).

On the 6th Contract Anniversary, an optional Step-Up was elected. The Step-Up will reset the Guaranteed Protection Amount equal to the Contract Value ($124,662) as of that Contract Anniversary.

During Contract Year 7, a withdrawal of $10,000 was made. This withdrawal will reduce the Guaranteed Protection Amount on a pro rata basis and will result in a new Guaranteed Protection Amount. The pro rata adjustment is $10,453 and was determined by calculating the ratio of the withdrawal to the Contract Value immediately before the withdrawal ($10,000 / $119,259 = 0.08385) multiplied by the Guaranteed Protection Amount prior to the withdrawal ($124,662 * 0.08385 = $10,453). The new Guaranteed Protection Amount (a) + (b) − (c) = $114,209 ($124,662 + 0 − $10,453 = 114,209).

At the end of Contract Year 15 (end of the 10-Year Term) the Contract Value ($88,664) is less than the Guaranteed Protection Amount ($114,209). Therefore, $25,545 ($114,209 − $88,664 = $25,545) is added to the Contract Value and the Rider terminates.

(This Rider is called the Guaranteed Withdrawal Benefit IV Rider in the Contract's Rider.)

Rider Terms

Annual Credit – An amount added to the Annual Credit Value.

Annual Credit Value – One of two values (the other value is the Highest Anniversary Value) that determine the Protected Payment Base prior to the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 10 Contract Anniversaries from the Rider Effective Date.

The Annual Credit Value is increased each year by any Annual Credits, plus any subsequent Purchase Payments received from the most recent Contract Anniversary, during the periods described above.

The initial Annual Credit Value is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Annual RMD Amount – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions in effect as of the Rider Effective Date.

Highest Anniversary Value – One of two values (the other value is the Annual Credit Value) that determine the Protected Payment Base prior to the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 10 Contract Anniversaries from the Rider Effective Date.

On any day after the Rider Effective Date and during the periods described above, the Highest Anniversary Value is equal to:

- the Highest Anniversary Value as of the prior day, plus
- Purchase Payments received by us on that day.

On any Contract Anniversary after the Rider Effective Date, the Highest Anniversary Value is equal to the greater of:

- the Contract Value as of that Contract Anniversary (prior to the Rider fee assessment), or
- the Highest Anniversary Value immediately prior to that Contract Anniversary.

The initial Highest Anniversary Value is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Protected Payment Amount – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is age 65 or older when the first withdrawal was taken or the most recent reset, whichever is later, the Protected Payment Amount on any day after the Rider Effective Date is equal to 5% multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during the Contract Year.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is age 64 or younger when the first withdrawal was taken or the most recent reset, whichever is later, the Protected Payment Amount on any day after the Rider Effective Date is equal to the lesser of:

- 5% multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year, or
- the Remaining Protected Balance as of that day.

The Protected Payment Amount will never be less than zero. The initial Protected Payment Amount on the Rider Effective Date is equal to 5% of the initial Protected Payment Base.

Protected Payment Base – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Remaining Protected Balance – The amount available for future withdrawals made under this Rider, unless withdrawals are guaranteed until the death of an Owner or sole surviving Annuitant (first Annuitant in the case of a Non-Natural Owner). The Remaining Protected

Balance will never be less than zero. The initial Remaining Protected Balance is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

Rider Effective Date – The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

Adjustment to Protected Payment Base and Remaining Protected Balance Using the Annual Credit Value or Highest Anniversary Value

On each Contract Anniversary, while this Rider is in effect, before the Annuity Date, and before the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 10 Contract Anniversaries from the Rider Effective Date,

the Protected Payment Base and Remaining Protected Balance will be equal to the greater of the Annual Credit Value or the Highest Anniversary Value. An increase to the Annual Credit Value or Highest Anniversary Value is not considered an Automatic Reset or an Owner-Elected Reset and will not result in a change to the annual charge percentage. In addition, once resets become available (after the first withdrawal or 10 Contract Anniversaries as described above), eligibility for the Annual Credit Value or Highest Anniversary Value adjustment cannot be reinstated by any Automatic Reset or Owner-Elected Reset.

Subsequent Purchase Payments

Purchase Payments received after the Rider Effective Date and *prior* to the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 10 Contract Anniversaries from the Rider Effective Date,

will result in an increase in the Annual Credit Value, Highest Anniversary Value, Protected Payment Base, and Remaining Protected Balance equal to the Purchase Payment Amount.

Purchase Payments received after the Rider Effective Date and *after* the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 10 Contract Anniversaries from the Rider Effective Date,

will result in an increase in the Protected Payment Base and Remaining Protected Balance equal to the Purchase Payment Amount.

However, for purposes of this Rider, we reserve the right to restrict additional Purchase Payments that result in a total of all Purchase Payments received after the 1st Contract Anniversary, measured from the later of the Rider Effective Date or most recent Reset Date, to exceed $100,000 without our prior approval. This provision only applies if the Contract to which this Rider is attached, permits Purchase Payments after the 1st Contract Anniversary, measured from the Contract Date.

How the Rider Works

On any day, this Rider guarantees you can withdraw up to the Protected Payment Amount each contract year, regardless of market performance, until the Rider terminates. Lifetime withdrawals up to the Protected Payment Amount may continue after the Remaining Protected Balance is reduced to zero (0) if the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) was age 65 or older when the first withdrawal was taken after the Rider Effective Date or the most recent Reset Date, whichever is later. **If a withdrawal was taken at age 64 or younger and there was no subsequent Reset, the Rider will terminate once the Remaining Protected Balance is reduced to zero (0).** This Rider also provides for a Highest Anniversary Value feature and for an amount (an "Annual Credit") to be added to the Annual Credit Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

The Protected Payment Base and Remaining Protected Balance may change over time. The Annual Credit Value or the Highest Anniversary Value (whichever is greater) will increase the Protected Payment Base and the Remaining Protected Balance prior to the earlier of the first withdrawal since the Rider Effective Date or 10 Contract Anniversaries from the Rider Effective Date. An Automatic Reset or Owner-Elected Reset will increase or decrease the Protected Payment Base and Remaining Protected Balance depending on the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will reduce the Remaining Protected Balance by the amount of the withdrawal and will not change the Protected Payment Base. If a withdrawal is greater than Protected Payment Amount and the Contract Value is less than the Protected Payment Base, both the Protected Payment Base and Remaining Protected Balance will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including a TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59½, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES – IRAs and Qualified Plans**.

Withdrawal of Protected Payment Amount

While this Rider is in effect, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged. The Remaining Protected Balance will decrease by the withdrawal amount immediately following the withdrawal.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the excess withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. We will reduce the Remaining Protected Balance either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount. (See example 4 in **Sample Calculations** for a numerical example of the adjustments to the Protected Payment Base, Remaining Protected Balance and Protected Payment Amount as a result of an excess withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value is less than the Protected Payment Base, both the Protected Payment Base and Remaining Protected Balance will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES**.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions in effect at that time,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on this Contract only, and
- only RMD Withdrawals are made from the Contract during the Contract Year.

Immediately following an RMD Withdrawal, the Remaining Protected Balance will decrease by the RMD Withdrawal amount.

See **FEDERAL TAX ISSUES – Qualified Contracts – General Rules –** *Required Minimum Distributions.*

Depletion of Contract Value

If a withdrawal (including an RMD Withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- if the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner):
    - was age 64 or younger when the first withdrawal was taken under the Rider, after the Rider Effective Date or the most recent Reset Date, whichever is later, the Protected Payment Amount will be paid each year until the Remaining Protected Balance is reduced to zero, or
    - was age 65 or older when the first withdrawal was taken under the Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, the Protected Payment Amount will be paid each year until the day of death of an Owner or sole surviving Annuitant (first Annuitant in the case of a Non-Natural Owner).

- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,
- no additional Purchase Payments will be accepted under the Contract,
- any Remaining Protected Balance will not be available for payment in a lump sum and will not be applied to provide payments under an Annuity Option, and
- the Contract will cease to provide any death benefit.

Depletion of Remaining Protected Balance

If a withdrawal (including an RMD Withdrawal) reduced the Remaining Protected Balance to zero and Contract Value remains, the following will apply:

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner):

- was age 64 or younger when the first withdrawal was taken under the Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, this Rider will terminate, or
- was age 65 or older when the first withdrawal was taken under the Rider after the Rider Effective Date or the most recent Reset Date, whichever is later, you may elect to withdraw up to the Protected Payment Amount each year until the day of death of an Owner or the sole surviving Annuitant (first Annuitant in the case of a Non-Natural Owner). If an Automatic or Owner-Elected Reset occurs, the Remaining Protected Balance will be reinstated to an amount equal to the Contract Value as of that Contract Anniversary.

Before your Remaining Protected Balance is zero, if you took your first withdrawal at age 64 or younger and you would like to be eligible for lifetime payments under the Rider, an Automatic or Owner-Elected Reset must occur and your first withdrawal after that Reset must be taken *on or after* age 65. See the *Reset of Protected Payment Base and Remaining Protected Balance* subsection of this Rider. If you are age 64 or younger when the Remaining Protected Balance is zero and Contract Value remains, the Rider will terminate and there is no opportunity for a Reset.

If a withdrawal (except an RMD Withdrawal) made from the Contract exceeds the Protected Payment Amount, the Protected Payment Base will be reduced according to the **Withdrawals Exceeding the Protected Payment Amount** subsection.

Any death benefit proceeds to be paid to the Beneficiary from remaining Contract Value will be paid according to the Death Benefit provisions of the Contract.

Annual Credit

On each Contract Anniversary after the Rider Effective Date, an Annual Credit will be added to the Annual Credit Value until the earlier of:

- the first withdrawal from the Contract since the Rider Effective Date, or
- 10 Contract Anniversaries measured from the Rider Effective Date.

The Annual Credit is equal to 5% of either:

- total Purchase Payments if the Rider is purchased on the Contract Issue Date, or
- the Contract Anniversary Value at the time the Rider is added to the Contract plus any subsequent Purchase Payments received after the Rider Effective Date.

Once a withdrawal (including an RMD Withdrawal) or 10 Contract Anniversaries has occurred, as measured from the Rider Effective Date, no Annual Credit will be added to the Annual Credit Value. In addition, Annual Credit eligibility cannot be reinstated by any Automatic Reset or Owner-Elected Reset.

The Annual Credit is not added to your Contract Value.

Reset of Protected Payment Base and Remaining Protected Balance

A reset occurs when the Protected Payment Base and Remaining Protected Balance are changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary, while this Rider is in effect, before the Annuity Date, and after the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 10 Contract Anniversaries from the Rider Effective Date,

we will automatically reset the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value, if the Protected Payment Base is less than the Contract Value on that Contract Anniversary. The annual charge percentage may change as a result of any Automatic Reset (see **CHARGES, FEES AND DEDUCTIONS – Optional Rider Charges**).

Automatic Reset – Opt-Out Election. Within 60 days after a Contract Anniversary on which an Automatic Reset is effective, you have the option to reinstate the Protected Payment Base, Remaining Protected Balance, Protected Payment Amount and annual charge percentage to their respective amounts immediately before the Automatic Reset. Any future Automatic Resets will continue in accordance with the **Automatic Reset** paragraph above.

If you elect this option, your opt-out election must be received, In Proper Form, within the same 60 day period after the Contract Anniversary on which the reset is effective.

Automatic Reset – Future Participation. You may elect not to participate in future Automatic Resets at any time. Your election must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in Automatic Resets, you may re-elect to participate in future Automatic Resets at any time. Your election to resume participation must be received, In Proper Form, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** paragraph above.

Owner-Elected Resets (Non-Automatic). You may, on any Contract Anniversary after the earlier of:

- the first withdrawal since the Rider Effective Date, or
- 10 Contract Anniversaries from the Rider Effective Date,

elect to reset the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value. An Owner-Elected Reset may be elected while Automatic Resets are in effect. The annual charge percentage may change as a result of this Reset.

If you elect this option, your election must be received, In Proper Form, within 60 days after the Contract Anniversary on which the reset is effective. The reset will be based on the Contract Value as of that Contract Anniversary. **Your election of this option may result in a reduction in the Protected Payment Base, Remaining Protected Balance and Protected Payment Amount.** Generally, the reduction will occur when your Contract Value is less than the Protected Payment Base as of the Contract Anniversary you elected the reset. **You are strongly advised to work with your financial advisor prior to electing an Owner-Elected Reset.** We will provide you with written confirmation of your election.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- the Life Only fixed annual payment amount based on the terms of your Contract, or
- the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base, Remaining Protected Balance and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial advisor to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

The annuity payments described in this subsection are available to you even if your first withdrawal was taken prior to age 65 and no Resets have occurred.

Continuation of Rider if Surviving Spouse Continues Contract

If the Contract Value or Remaining Protected Balance is zero when the Owner dies, the Rider will terminate. If the Contract Value and Remaining Protected Balance are greater than zero and the Owner dies while this Rider is in effect, the surviving spouse of the deceased Owner may elect to continue the Contract in accordance with its terms and the surviving spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Remaining Protected Balance is reduced to zero.

The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries. If a reset takes place, then the provisions of this Rider will continue in full force and in effect for the surviving spouse. In addition, if the surviving spouse is age 65 or older when the first withdrawal is taken after the most recent Reset Date and this Reset Date occurred after the surviving spouse continued the Contract, then the surviving spouse may take withdrawals of the Protected Payment Amount (based on the new Protected Payment Base) for life. In some instances, withdrawals may continue for the life of the surviving spouse without the need for a reset.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract and Rider (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits**).

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the day the Remaining Protected Balance is reduced to zero if the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner), was age 64 or younger when the first withdrawal was taken under the Rider after the Rider Effective Date or the most recent Reset Date, whichever is later,
- the date of death of an Owner or the sole surviving Annuitant (except as provided under the *Continuation of Rider if Surviving Spouse Continues Contract* subsection),
- for Contracts with a Non-Natural Owner, the date of death of an Annuitant, including Primary, Joint and Contingent Annuitants,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day we are notified of a change in ownership of the Contract to a non-spouse Owner if the Contract is Non-Qualified (excluding changes in ownership to or from certain trusts),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information), or
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero and see the *Depletion of Remaining Protected Balance* subsection for situations where the Rider will not terminate when the Remaining Protected Balance is reduced to zero.

Sample Calculations

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. Any Credit Enhancement added to your Contract is not counted as a Purchase Payment and is not included when determining the guarantees under any of the optional living benefit riders. Any calculations for determining a Reset/Step-Up are based on Contract Value, which includes any Credit Enhancement. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

Example #1 – Setting of Initial Values.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Owner's Age = 65 on the Contract Date

	Purchase Payment	Withdrawal	Contract Value	Annual Credit Value	Highest Anniversary Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	$100,000		$105,000	$100,000	$100,000	$100,000	$5,000	$100,000

On the Rider Effective Date, the initial values are set as follows:

- Annual Credit Value = $100,000
- Highest Anniversary Value = $100,000
- Protected Payment Base = Initial Purchase Payment = $100,000
- Remaining Protected Balance = Initial Purchase Payment = $100,000
- Protected Payment Amount = 5% of Protected Payment Base = $5,000

Example #2 – Subsequent Purchase Payments.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Owner's Age = 65 on the Contract Date
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- No withdrawals taken.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Annual Credit Value	Highest Anniversary Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	$100,000		$105,000	$100,000	$100,000	$100,000	$5,000	$100,000
Activity	$100,000		$210,000	$200,000	$200,000	$200,000	$10,000	$200,000
Year 2 Contract Anniversary			$208,000	$210,000	$208,000	$210,000	$10,500	$210,000

Immediately after the $100,000 subsequent Purchase Payment during Contract Year 1, the Annual Credit Value, Highest Anniversary Value, Protected Payment Base and Remaining Protected Balance are increased by the Purchase Payment amount to $200,000 ($100,000 + $100,000). The Protected Payment Amount after the Purchase Payment is equal to $10,000 (5% of the Protected Payment Base after the Purchase Payment since there were no withdrawals during that Contract Year).

Since no withdrawal occurred prior to Year 2 Contract Anniversary, an annual credit of $10,000 (5% of total Purchase Payments) is applied to the Annual Credit Value on that Contract Anniversary, increasing it to $210,000. On Year 2 Contract Anniversary, the Protected Payment Base and Remaining Protected Balance are reset to $210,000, which is the greater of Annual Credit Value or Highest Anniversary Value. As a result, the Protected Payment Amount on that Contract Anniversary is equal to $10,500 (5% of the Protected Payment Base on that Contract Anniversary).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of additional amounts credited, charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 – Withdrawals Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Owner's Age = 65 on the Contract Date
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal equal to or less than the Protected Payment Amount is taken during Contract Years 2 and 4.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Annual Credit Value	Highest Anniversary Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	$100,000		$105,000	$100,000	$100,000	$100,000	$5,000	$100,000
Activity	$100,000		$210,000	$200,000	$200,000	$200,000	$10,000	$200,000
Year 2 Contract Anniversary			$208,000	$210,000	$208,000	$210,000	$10,500	$210,000
Activity		$10,500	$205,000			$210,000	$0	$199,500
Year 3 Contract Anniversary			$205,000	NA	NA	$210,000	$10,500	$199,500
Year 4 Contract Anniversary	(Prior to Automatic Reset)		$215,000	NA	NA	$210,000	$10,500	$199,500
Year 4 Contract Anniversary	(After to Automatic Reset)		$215,000	NA	NA	$215,000	$10,750	$215,000
Activity		$10,750	$212,000			$215,000	$0	$204,250
Year 5 Contract Anniversary	(Prior to Automatic Reset)		$217,000	NA	NA	$215,000	$10,750	$204,250
Year 5 Contract Anniversary	(After to Automatic Reset)		$217,000	NA	NA	$217,000	$10,850	$217,000

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2.**

As the withdrawal during **Contract Year 2** did not exceed the Protected Payment Amount immediately prior to the withdrawal ($10,500):

- the Protected Payment Base remains unchanged;
- the Remaining Protected Balance is reduced by the amount of the withdrawal to $199,500 ($210,000 − $10,500); and
- since a withdrawal occurred, the Annual Credit Value and Highest Anniversary Value are no longer applicable.

Because at Year 4 Contract Anniversary, the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 4 Contract Anniversary – Prior to Automatic Reset**), an Automatic Reset occurred which resets the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 4 Contract Anniversary – After Automatic Reset**). The Protected Payment Amount is equal to $10,750 (5% of the reset Protected Payment Base).

As the withdrawal during **Contract Year 4** did not exceed the Protected Payment Amount immediately prior to the withdrawal ($10,750):

- the Protected Payment Base remains unchanged; and
- the Remaining Protected Balance is reduced by the amount of the withdrawal to $204,250 ($215,000 − $10,750).

Because at Year 5 Contract Anniversary, the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 5 Contract Anniversary – Prior to Automatic Reset**), an Automatic Reset occurred which resets the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 5 Contract Anniversary – After Automatic Reset**). The Protected Payment Amount is equal to $10,850 (5% of the reset Protected Payment Base).

Example #4 – Withdrawals Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- Owner's Age = 65 on the Contract Date
- A subsequent Purchase Payment of $100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Annual Credit Value	Highest Anniversary Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	$100,000		$105,000	$100,000	$100,000	$100,000	$5,000	$100,000
Activity	$100,000		$210,000	$200,000	$200,000	$200,000	$10,000	$200,000
Year 2 Contract Anniversary			$208,000	$210,000	$208,000	$210,000	$10,500	$210,000
Activity		$20,000	$195,000			$200,235	$0	$190,000
Year 3 Contract Anniversary			$195,000	NA	NA	$200,235	$10,011	$190,000
Year 4 Contract Anniversary	(Prior to Automatic Reset)		$215,000	NA	NA	$200,235	$10,011	$190,000
Year 4 Contract Anniversary	(After to Automatic Reset)		$215,000	NA	NA	$215,000	$10,750	$215,000

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1** and **#2.**

Because the $20,000 withdrawal during **Contract Year 2** exceeds the Protected Payment Amount immediately prior to the withdrawal ($20,000 > $10,500), the Protected Payment Base and Remaining Protected Balance immediately after the withdrawal are reduced. Since a withdrawal occurred, the Annual Credit Value and Highest Anniversary Value are no longer applicable.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = $215,000
- Protected Payment Base = $210,000
- Remaining Protected Balance = $210,000
- Protected Payment Amount = $10,500 (5% × Protected Payment Base; 5% × $210,000 = $10,500)
- No withdrawals were taken prior to the excess withdrawal

A withdrawal of $20,000 was taken, which exceeds the Protected Payment Amount of $10,500 for the Contract Year. The Protected Payment Base and Remaining Protected Balance will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is $9,500 (total withdrawal amount − Protected Payment Amount; $20,000 − $10,500 = $9,500).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value − Protected Payment Amount). The Contract Value prior to the withdrawal was $215,000, which equals the $195,000 after the withdrawal plus the $20,000 withdrawal amount. Numerically, the ratio is 4.65% ($9,500 ÷ ($215,000 − $10,500); $9,500 ÷ $204,500 = 0.0465 or 4.65%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $200,235 (Protected Payment Base × (1 − ratio); $210,000 × (1 − 4.65%); $210,000 × 95.35% = $200,235).

Fourth, determine the new Remaining Protected Balance. The Remaining Protected Balance is reduced either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount.

To determine the proportionate reduction, the Remaining Protected Balance immediately before the withdrawal is reduced by the Protected Payment Amount multiplied by 1 less the ratio determined above. Numerically, after the proportionate reduction, the new Remaining Protected Balance is $190,223 ((Remaining Protected Balance immediately before the withdrawal − Protected Payment Amount) × (1 − ratio); ($210,000 − $10,500) × (1 − 4.65%); $199,500 × 95.35% = $190,223).

To determine the total withdrawal amount reduction, the Remaining Protected Balance immediately before the withdrawal is reduced by the total withdrawal amount. Numerically, after the Remaining Protected Balance is reduced by the total withdrawal amount, the new Remaining Protected Balance is $190,000 (Remaining Protected Balance immediately before the withdrawal − total withdrawal amount; $210,000 − $20,000 = $190,000).

Therefore, since $190,000 (total withdrawal amount method) is less than $190,223 (proportionate method) the Remaining Protected Balance is $190,000.

The Protected Payment Amount immediately after the withdrawal is equal to $0 (5% of the Protected Payment Base after the withdrawal (5% of $200,235 = $10,011), less cumulative withdrawals during that Contract Year ($20,000), but not less than zero).

Because at Year 4 Contract Anniversary, the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 4 Contract Anniversary – Prior to Automatic Reset**), an automatic reset occurred which resets the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 4 Contract Anniversary – After Automatic Reset**). The Protected Payment Amount is equal to $10,750 (5% of the reset Protected Payment Base).

Example #5 – RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base and Remaining Protected Balance. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is $7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
05/01/2006 Contract Anniversary				$100,000	$5,000	$100,000
01/01/2007			$7,500			
03/15/2007	$1,875			$100,000	$3,125	$98,125
05/01/2007 Contract Anniversary				$100,000	$5,000	$98,125
06/15/2007	$1,875			$100,000	$3,125	$96,250
09/15/2007	$1,875			$100,000	$1,250	$94,375
12/15/2007	$1,875			$100,000	$0	$92,500
01/01/2008			$8,000			
03/15/2008	$2,000			$100,000	$0	$90,500
05/01/2008 Contract Anniversary				$100,000	$5,000	$90,500

Since the RMD Amount for 2008 increases to $8,000, the quarterly withdrawals of the RMD Amount increase to $2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. The only effect is a reduction in the Remaining Protected Balance equal to the amount of each withdrawal. In addition, each contract year the Protected Payment Amount is reduced by the amount of each withdrawal until the Protected Payment Amount is zero.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
05/01/2006 Contract Anniversary			$0	$100,000	$5,000	$100,000
01/01/2007			$7,500			
03/15/2007	$1,875			$100,000	$3,125	$98,125
04/01/2007		$2,000		$100,000	$1,125	$96,125
05/01/2007 Contract Anniversary				$100,000	$5,000	$96,125
06/15/2007	$1,875			$100,000	$3,125	$94,250
09/15/2007	$1,875			$100,000	$1,250	$92,375
11/15/2007		$4,000		$96,900	$0	$88,300

On 3/15/07 there was an RMD Withdrawal of $1,875 and on 4/1/07 a non-RMD Withdrawal of $2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of $5,000 there was no adjustment to the Protected Payment Base. The only effect is a reduction in the Remaining Protected Balance and the Protected Payment Amount equal to the amount of each withdrawal. On 5/1/07, the Protected Payment Amount was re-calculated (5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal ($4,000) that caused the cumulative withdrawals during the Contract Year ($7,750) to exceed the Protected Payment Amount ($5,000). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal ($1,250), and assuming the Contract Value was $90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to $96,900 and the Remaining Protected Balance is reduced to $88,300. The Protected Payment Base and Remaining Protected Balance will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is $2,750 (total withdrawal amount − Protected Payment Amount; $4,000 − $1,250 = $2,750).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value − Protected Payment Amount). Numerically, the ratio is 3.10% ($2,750 ÷ ($90,000 − $1,250); $2,750 ÷ $88,750 = 0.0310 or 3.10%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $96,900 (Protected Payment Base × (1 − ratio); $100,000 × (1 − 3.10%); $100,000 × 96.90% = $96,900).

Fourth, determine the new Remaining Protected Balance. The Remaining Protected Balance is reduced either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount.

To determine the proportionate reduction, the Remaining Protected Balance is reduced by the Protected Payment Amount multiplied by 1 less the ratio determined above. Numerically, after the proportionate reduction, the Remaining Protected Balance is $88,300 ((Remaining Protected Balance − Protected Payment Amount) × (1 − ratio); ($92,375 − $1,250) × (1 − 3.10%); $91,125 × 96.90% = $88,300).

To determine the total withdrawal amount reduction, the Remaining Protected Balance is reduced by the total withdrawal amount. Numerically, after the Remaining Protected Balance is reduced by the total withdrawal amount, the Remaining Protected Balance is $88,375 (Remaining Protected Balance − total withdrawal amount; $92,375 − $4,000 = $88,375).

Therefore, since $88,300 (proportionate method) is less than $88,375 (total withdrawal amount method) the new Remaining Protected Balance is $88,300.

Example #6 – Lifetime Income.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = $100,000
- Rider Effective Date = Contract Date
- No subsequent Purchase Payments are received.
- Owner is age 65 or older when the first withdrawal was taken.

- Withdrawals, each equal to 5% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset or Owner-Elected Reset is assumed during the life of the Rider.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
1	$5,000	$96,489	$100,000	$5,000	$95,000
2	$5,000	$94,384	$100,000	$5,000	$90,000
3	$5,000	$92,215	$100,000	$5,000	$85,000
4	$5,000	$89,982	$100,000	$5,000	$80,000
5	$5,000	$87,681	$100,000	$5,000	$75,000
6	$5,000	$85,311	$100,000	$5,000	$70,000
7	$5,000	$82,871	$100,000	$5,000	$65,000
8	$5,000	$80,357	$100,000	$5,000	$60,000
9	$5,000	$77,768	$100,000	$5,000	$55,000
10	$5,000	$75,101	$100,000	$5,000	$50,000
11	$5,000	$72,354	$100,000	$5,000	$45,000
12	$5,000	$69,524	$100,000	$5,000	$40,000
13	$5,000	$66,610	$100,000	$5,000	$35,000
14	$5,000	$63,608	$100,000	$5,000	$30,000
15	$5,000	$60,517	$100,000	$5,000	$25,000
16	$5,000	$57,332	$100,000	$5,000	$20,000
17	$5,000	$54,052	$100,000	$5,000	$15,000
18	$5,000	$50,674	$100,000	$5,000	$10,000
19	$5,000	$47,194	$100,000	$5,000	$5,000
20	$5,000	$43,610	$100,000	$5,000	$0
21	$5,000	$39,918	$100,000	$5,000	$0
22	$5,000	$36,115	$100,000	$5,000	$0
23	$5,000	$32,199	$100,000	$5,000	$0
24	$5,000	$28,165	$100,000	$5,000	$0
25	$5,000	$24,010	$100,000	$5,000	$0
26	$5,000	$19,730	$100,000	$5,000	$0
27	$5,000	$15,322	$100,000	$5,000	$0
28	$5,000	$10,782	$100,000	$5,000	$0
29	$5,000	$6,105	$100,000	$5,000	$0
30	$5,000	$1,288	$100,000	$5,000	$0
31	$5,000	$0	$100,000	$5,000	$0
32	$5,000	$0	$100,000	$5,000	$0
33	$5,000	$0	$100,000	$5,000	$0
34	$5,000	$0	$100,000	$5,000	$0

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = $100,000
- Remaining Protected Balance = Initial Purchase Payment = $100,000
- Protected Payment Amount = 5% of Protected Payment Base = $5,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal ($5,000): (a) the Protected Payment Base remains unchanged; and (b) the Remaining Protected Balance is reduced by the amount of each withdrawal.

Since a withdrawal occurred during Contract Year 1, no annual credit will be applied. Since it was assumed that the Owner was age 65 or older when the first withdrawal was taken, withdrawals of 5% of the Protected Payment Base will continue to be paid each year (even after the Contract Value and Remaining Protected Balance have been reduced to zero) until the day of the first death of an Owner or the date of death of the sole surviving Annuitant (death of any Annuitant for Non-Natural Owners), whichever occurs first.

The Pacific Value Select variable annuity Contract is offered by Pacific Life Insurance Company, 700 Newport Center Drive, P.O. Box 9000, Newport Beach, California 92660.

If you have any questions about the Contract, please ask your financial advisor or contact us.

You will find more information about this variable annuity contract and Separate Account A in the Statement of Additional Information (SAI) dated May 1, 2013.

The SAI has been filed with the SEC and is considered to be part of this Prospectus because it is incorporated by reference. In this Prospectus, you will find the table of contents for the SAI on page 91.

You can get a copy of the SAI at no charge by visiting our website, calling or writing to us, or by contacting the SEC. The SEC may charge you a fee for this information.

How to Contact Us

Call or write to us at:
Pacific Life Insurance Company
P.O. Box 2378
Omaha, Nebraska 68103-2378

Contract Owners: (800) 722-4448
Financial Advisors: (800) 722-2333
6 a.m. through 5 p.m. Pacific time

Send Purchase Payments, other payments and application forms to the following address:

By mail
Pacific Life Insurance Company
P.O. Box 2290
Omaha, Nebraska 68103-2290

By overnight delivery service
Pacific Life Insurance Company
1299 Farnam Street, 6th Floor, RSD
Omaha, Nebraska 68102

How to Contact the SEC

Commission's Public Reference Section
100 F Street, NE
Washington, D.C. 20549
(202) 551-8090
Website: www.sec.gov
e-mail: publicinfo@sec.gov

FINRA Public Disclosure Program

The Financial Industry Regulatory Authority (FINRA) provides investor protection education through its website and printed materials. The FINRA regulation website address is www.finra.org. An investor brochure that includes information describing the BrokerCheck program may be obtained from FINRA. The FINRA BrokerCheck hotline number is (800) 289-9999. FINRA does not charge a fee for the BrokerCheck program services.

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Our Privacy Promise

- **We do not sell information about you.**
- **We do not share your information with anyone else for their marketing purposes.**
- **We use your personal information only to help maintain the business relationship you have with us.**

Privacy Notice to Our Customers

As our customer, you trust us to help you achieve financial success and security. We provide this notice because you have a right to know how we protect the privacy of the personal information you share with us. Your knowledge of our privacy principles and practices will confirm the trust you have placed in us.

What Personal Information Do We Collect?

The type of information that we collect depends on the type of product or service you request. This includes:

- Information you provide on an application or other form (for example, name, address, social security number, or income).
- Information we get from other sources such as credit reporting agencies and information to verify employment or income.
- Information about your business relationship and history with us.
- Medical or health information you permit us to receive from doctors or other health care providers.

Most of the personal information we collect is obtained from you. We collect personal information needed only to service and manage your relationship with us.

How Do We Use and Disclose Your Information?

The main use of your information is to confirm your identity in the course of business that we perform at your request. We also use your information to underwrite policies or contracts, process claims, and service your relationship with us.

Information may be disclosed to other entities that provide business services to us related to our relationship with you. This includes administrative, claims, or audit services. Examples are your producer/registered representative, broker, or a reinsurance company. Before we disclose your information, these entities must agree to keep it private.

We may also share information within our corporate family to service your business. For example, our business units provide administrative services, policy document preparation and delivery, and claims processing.

If necessary, we disclose information when it is required by law. An example is a routine filing to the Internal Revenue Service (such as a Form 1099). We may also disclose certain information to other entities to help us report or prevent fraud. Examples are reports to a regulatory or law enforcement agency.

What Medical and Health Information Do We Collect?

We may receive medical or health information about you. This may be on an application for insurance or when we process a claim, as approved by you in writing. We do not share that medical or health information among our family of companies. We do not share it with unrelated companies, except as needed to process your transactions. This may be necessary to provide services that you have requested related to your insurance coverage or payment.

How Do We Protect the Security of Your Information?

We have policies to maintain physical, electronic, and procedural safeguards to protect the confidentiality of your personal information. Access to personal information is available only to those people who need to know it in order to help service our relationship with you.

Should your relationship with us end, we will continue to follow the privacy policies described in this notice to the extent that we retain information about you. If we no longer need to retain that information, we will dispose of it in a secure manner.

Do You Need to Do Anything?

It is not necessary for you to take any action. This is because we do not share your information except to service the business relationship you have with us. You do not need to "opt-out" or "opt-in" as you may have done with other financial companies.

How Can You See And Correct Your Information?

Generally, you have the right to review the personal information we have about you. You must request this in writing. We will not disclose information we have collected in connection with a claim or lawsuit. If you believe that any of the information we have is in error, you may write us and request a correction. Where justified, corrections will be made.

Please direct inquiries about accessing or correcting your information to the address below:

Pacific Life Privacy Office
700 Newport Center Drive
Newport Beach, CA 92660

If you have questions regarding Pacific Life's Privacy Promise, please call toll free

(877) 722-7848

Please have a copy of your policy or contract available when you call so we may provide you with the best service.

We, Our and Us as referred to in this notice, includes:
Pacific Life Insurance Company
Pacific Life & Annuity Company
Pacific Select Distributors, Inc.
Pacific Life Fund Advisors LLC

Pacific Life Insurance Company is licensed to issue individual life insurance and annuity products in all states except New York. Product availability and features vary by state. Individual life insurance and annuity products are available in New York through Pacific Life & Annuity Company. Each company is solely responsible for the financial obligations accruing under the policies and annuity contracts it issues, and its product and rider guarantees are backed by that company's financial strength and claims-paying ability.

This privacy notice is not part of the Prospectus.

Pacific Life Insurance Company
Mailing address:
P.O. Box 2378
Omaha, Nebraska 68103-2378

APPENDIX "A"

APPENDIX "B"

PACIFIC LIFE

QUALIFIED PLAN AND 457(B) PLAN DISCLOSURE

CONTACT INFORMATION
Pacific Life Insurance Company
P.O. Box 2378
Omaha, NE 68103-2378

All Overnight Deliveries:
1299 Farnam Street, 6th Floor, RSD
Omaha, NE 68102

Owners: (800) 722-4448
Fax: (888) 837-8172
Web Site: www.PacificLife.com

Registered Representatives: (800) 722-2333

CONTACT INFORMATION (for New York only)
Pacific Life & Annuity Company
P.O. Box 2829
Omaha, NE 68103-2829

Phone: (800) 748-6907
Fax: (800) 586-0096
Web Site: www.PacificLifeandAnnuity.com

Complete this form to provide plan information for each annuity contract. Pacific Life provides no Plan Administration Services.

1 GENERAL INFORMATION Annuitant/Participant's Name (First, Middle, Last)

Annuity Contract Number (if known)

2 PLAN/EMPLOYER INFORMATION Employer's Name
City of Mattoon, Illinois

Plan Name [i.e., xyz 401(a)
City of Mattoon 457(b)

Plan Tax ID Number

Address
208 North 19th Street

City
Mattoon

State
IL

Zip
61938

Primary Contact
Susan O'Brien

Telephone Number
(217) 258-7931

PLAN TYPE
Actual plan type, plan type selected on this form, and plan type selected on the application must be the same.

Qualified Plan Types

CHECK ONE

- ☐ 401(a) (i.e., defined benefit pension plans, money purchase pension plans)
- ☐ 401(k)
- ☐ Keogh/HR10

Section 457 Plan Types (Not applicable for New York)

CHECK ONE

- ☑ 457(b) – government entity plans
- ☐ 457(b) – 501(c) tax exempt plans

3 THIRD-PARTY ADMINISTRATOR (TPA) Select one box only.

CHECK ONE

- ☐ Self-administered; use contact information provided above.
- ☐ Third-party; use contact information provided below. If the TPA is also a trustee of the plan and can authorize transactions on behalf of the plan, be sure to identify all trustees under Section 4 of this form, including the TPA.

Name

Address

City

State

ZIP

Contact Person

Telephone Number
(   )

Pacific Life refers to Pacific Life Insurance Company and its affiliates, including Pacific Life & Annuity Company. Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state. Each company is solely responsible for the financial obligations accruing under the products it issues. Insurance product and rider guarantees are backed by the financial strength and claims-paying ability of the issuing company and do not protect the value of the variable investment options..

PACIFIC LIFE

QUALIFIED PLAN AND 457(B) PLAN DISCLOSURE

Annuity Contract Number ______________________

4 AUTHORIZATION AND SIGNATURE(S)

A. I acknowledge that I have received and read the current prospectus, if applicable, that includes complete information regarding charges and fees imposed under the contract. I understand the types and effect of all charges and fees that may be imposed in connection with the purchase, holding, transfer, or termination of the contract.

B. I understand that IRAs and qualified plans—such as 401(k)s and 403(b)s—are already tax-deferred. Therefore, an annuity should be used only to fund an IRA or qualified plan to benefit from the annuity's features other than tax deferral. These include lifetime income, death benefit options, and the ability to transfer among investment options without sales or withdrawal charges.

C. I understand that Pacific Life pays a commission, if any, to the broker/dealer with whom my registered representative is associated. The broker/dealer then pays my registered representative according to its contractual agreement. I understand that Pacific Life will disclose information regarding the commissions and fees received in connection with this contract.

D. I understand and acknowledge that Pacific Life does not provide Plan Administrative Services as defined below, either directly or indirectly. Pacific Life's role is limited solely to providing and servicing annuity contracts. I understand that if I would like to obtain Plan Administrative Services in connection with my plan, I must obtain those services from a qualified third party of my choice.

E. I acknowledge I have applied for the above-referenced annuity contract for use in a tax-qualified plan and will be self-administering the plan or have hired a third party to assist with the duties necessary for compliance with the requirements under the Internal Revenue Code and/or Employee Retirement Income Security Act (ERISA), including but not limited to the following "plan administrative services":

- (i) the preparation and delivery of plan documents, forms, statements, and reports;
- (ii) the determination of funding, distribution amounts, and investment strategy;
- (iii) preparation and delivery of tax reporting documents as required by Internal Revenue Code and any state or local taxing authorities; and
- (iv) other plan administration services.

F. I understand and acknowledge that because this is an individual annuity, and not a group annuity, if the contract owner is a defined contribution plan, the plan participant to whom this contract's funds are allocated shall be the annuitant. I further understand and acknowledge that Pacific Life does not accommodate and will not process any loan requests on any qualified plans, and that all contract provisions will apply in the event of a surrender of or partial distribution from the contract, including contract charges, if applicable, for withdrawals in excess of the free amount.

G. I understand and acknowledge that Pacific Life does not monitor the origin of checks received and deposited for contributions to contracts established by qualified plans.

H. If the plan type is a 457(b) governmental employer plan, I understand that Pacific Life will pay distributions only to the annuitant and send the associated IRS Form 1099-R to the annuitant address of record. If the plan type is a 457(b) - 501(c) tax-exempt entity employer plan, I understand that Pacific Life will pay distributions only to the annuitant and send the associated IRS Form W-2 to the annuitant address of record. Distributions from contracts owned by all other plan types will be paid only to the owner (plan).

I. If I, the plan sponsor, provided the information regarding the third-party administrator in Section 3 and if the TPA signs this form, by my signature below I am authorizing Pacific Life to also act on transaction requests received from the third party indicated and to provide information regarding the above referenced contract to the third party indicated.

J. I understand that it is my responsibility to notify Pacific Life of any changes made to the third-party administrator, including revocation of the authorization, by written notice satisfactory to Pacific Life.

☐ **If box is checked, trustees cannot act independently.**

City of Mattoon, Illinois	SIGN HERE	/ /
Plan Sponsor (print name)	By Signature/Title (required)	mo day yr
	SIGN HERE	/ /
Plan Trustee/Third-party Administrator (print name, if different than sponsor)	By Signature/Title	mo day yr
	SIGN HERE	/ /
Plan Trustee/Third-party Administrator (print name, if different than sponsor)	By Signature/Title	mo day yr

City of Mattoon
Council Decision Request

MEETING DATE: 03/18/2014 CDR NO: 2014-1493

SUBJECT: Firemen's Pension Board Re-appointment

SUBMITTAL DATE: 03/11/2014

SUBMITTED BY: Tim Gover, Mayor

APPROVED FOR COUNCIL AGENDA: Kyle Gill, City Administrator

03/13/14
Date

EXHIBITS (If applicable):

EXPENDITURE ESTIMATE:	AMOUNT BUDGETED:	FUNDS REMAINING:	CONTINGENCY FUNDING:
$ N/A	$ N/A	$ N/A	$ N/A

IF IT IS THE WISH OF THE COUNCIL TO SUPPORT RECOMMENDATIONS CONTAINED IN THIS REPORT, THE FOLLOWING MOTION IS SUGGESTED:

"I move to ratify Mayor Gover's re-appointment of Susan O'Brien to the Firemen's Pension Board for a term expiring April 18, 2017."

SUMMARY OF THE TOPIC FOR WHICH A COUNCIL DECISION IS REQUESTED:

According to State Statute 40 ILCS 5/4-121, the mayor appoints two members to the Firemen's Pension Board. Susan O'Brien's term expired April 17, 2014, and is willing to serve another three-year term, expiring April 18, 2017. Beth Wright's term expires April 17, 2015.

The Department of Insurance had a Siren to announce the following:

The appointments by the mayor of the municipality are to be 3 year appointments, for which the mayor of the municipality will make formal written appointments and subsequent reappointments to the board.

City of Mattoon
Council Decision Request

MEETING DATE: 03/18/14 CDR NO: 2014-1494 SUBJECT: Tourism Grants

SUBMITTAL DATE: 03/12/2014

SUBMITTED BY: Angelia Burgett, Mattoon Tourism Coordinator

APPROVED FOR COUNCIL AGENDA: Kyle Gill, City Administrator 03/13/14 Date

EXHIBITS (If applicable): Grant Application

EXPENDITURE ESTIMATE:	AMOUNT BUDGETED:	FUNDS REMAINING:	CONTINGENCY FUNDING:
$5,000.00	$100,000	$.00	$5,000.00

IF IT IS THE WISH OF THE COUNCIL TO SUPPORT RECOMMENDATIONS CONTAINED IN THIS REPORT, THE FOLLOWING MOTION IS SUGGESTED:

“I move to approve $5,000.00 grant to Mattoon Area Family YMCA for the Illinois State Weightlifting Championship April 19, 2014.”

SUMMARY OF THE TOPIC FOR WHICH A COUNCIL DECISION IS REQUESTED:

This application was considered and approved by the Tourism Advisory Committee at a meeting held February 12th, 2014.”

MATTOON

MATTOON, ILLINOIS: *Working Together to Build the Future*

Tourism Grant Application

Name of Organization: Mattoon Area Family YMCA

Contact Person: Tony Sparks/Blake Fairchild

Address: 221 N. 16th St. Mattoon, IL 61938 Telephone: 234-9494

Date of Event: April 19, 2014 Name of Event: Illinois State Weightlifting Championship

How Event Promotes Tourism in Mattoon

How does your event promote tourism, conventions, and other events within the city?
Working with the Charleston Weightlifting Club, the Y will be the host site for the Illinois State Weightlifting Championship. This is the first time this event has been held in Mattoon and only the second time in the last decade that it has been held downstate. By offering the Y as a the host site at no charge to the CWC, we are able to help them host a larger and more quality competition.

How does your event attract non-residents?
CWC anticipates up to 70-80 lifters participating in the event, with 30+ from the greater Chicago area. These lifters and their families will be in Mattoon throughout the weekend and will be able to visit other local businesses before, after and between lifting competitions.

If your application were accepted, how would the tourism funds granted be used?
Tourism's support will help us provide an excellent venue for this event. The funds help offset the costs incurred in the planning, preparation, organizing, supervision and cleaning involved before and during the event.

Financial Statement
(See Attached)

Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to be best of my knowledge.

Name (Please Print): TONY SPARKS

Signature: Tony S.

Date: 1/31/2014 Title or Office Held: EXECUTIVE DIRECTOR

MATTOON

MATTOON, ILLINOIS: *Working Together to Build the Future*

Tourism Grant Application **Detailed Budget**

Event: Illinois State Weightlifting Championship
Date of Event: Saturday April 19, 2014 Date of Application: February 1, 2014
Sponsor: Host Site- Mattoon Area Family YMCA

Income (Estimated)	**Actual Last Year OR First Annual Budget**	**Estimated Present Year**
Rental of Booths		
Entry Fees/ Gate Receipts		
Donations/ Sponsorships		
T-Shirts and Souvenirs		
Food and Drinks, Etc.		
Mattoon Tourism Grant	$5000.00	
Other: (Explain)		
Total Income	$5000.00	
Expenses (Itemized)		
Advertising		
T-Shirts and Souvenirs		
Food, Drinks, Etc.		
Labor Costs	$850.00	
Entertainment		
Supplies		
Postage		
Rentals		
Insurance		
Other (Explain)		
Hosting Fee	$3,000.00	
Contingency	300.00	
Total Expenditures	$4,150.00	
Estimate Value of In-Kind		
Services (Explain)		
Porta Poities Powerade Water		

Agreement

This Agreement made this ________ day of ___________________, __________ by and between the City of Mattoon, Coles County, Illinois (hereinafter, "City") and Mattoon Area Family YMCA of Mattoon, Illinois, (hereinafter "Grantee).

Witnesseth:

WHEREAS. City has agreed to provide a grant of money in the amount of Five Thousand dollars ($5,000.00) for the purposes set forth in the Tourism Grant Application(appended hereto, marked as Exhibit A, and fully incorporated herein by reference); and ,

WHEREAS, Grantee, as a condition of the grant, has agreed to fully disclose its financial standing to prove that the grant was used as represented on Exhibit A.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. As a condition of the grant (Exhibit A), Grantee shall make available to City, or any of its designated representatives, any or all of its financial records, including but not limited to: checking accounts, savings accounts, bank accounts, financial institution accounts, books of account, general ledgers, and all other financial records and business records, such records request shall be satisfied within seven (7) business days of written request to Grantee.
2. City agrees to fund the grant (Exhibit A) consistent with the terms of Exhibit A.

3. City may conduct an audit of Grantee's financial records at any time within fourteen (14) months of the date of Exhibit A. City may also conduct an audit within sixty (60) days of receipt of written notice as set forth in the next paragraph, hereof.
4. Grantee shall provide a written notice to the City Clerk of the City of Mattoon within sixty (60) days of the conclusion of the grant program (Exhibit C). Grantee will comply with all other requirements set forth in "General Information Sheet" appended hereto and marked as Exhibit B which are not expressly contradicted by this agreement.
5. The audit referred to in this agreement shall include the unrestricted access to all financial records of Grantee as provided in this Agreement.
6. Grantee shall, upon written request by City, give written direction to all financial institutions, with which it has any account, to disclose any information with respect to such account(s) and, by this Agreement, waives any privilege or right of confidentiality which it may have to any financial records possessed by it or possessed by any financial institution.
7. Financial institution, as used in this Agreement, includes any bank, savings and loan, securities house, or any other institution having the purpose of holding or investing funds for clients or customers of such financial institution.
8. In the event of noncompliance with this Agreement, Grantee shall refund all monies paid to it pursuant to Exhibit A within thirty (30) days upon written demand to it by City because of such noncompliance. City will not demand

refund until reasonable efforts have been made to obtain compliance with this Agreement.

9. Grantee agrees that all funds paid to it pursuant to Exhibit A shall be used solely and only for the purposes represented on Exhibit A.

____

Mayor

Attest:

____

City Clerk

____

Grantee

City of Mattoon
Council Decision Request

MEETING DATE: 03/18/14 CDR NO: 2014-1495 SUBJECT: Tourism Grants

SUBMITTAL DATE: 03/12/2014

SUBMITTED BY: Angelia Burgett, Mattoon Tourism Coordinator

APPROVED FOR COUNCIL AGENDA: Kyle Gill, City Administrator 03/13/14 Date

EXHIBITS (If applicable): Grant Applications

EXPENDITURE ESTIMATE:	AMOUNT BUDGETED:	FUNDS REMAINING:	CONTINGENCY FUNDING:
$16,000.00	$100,000	$.00	$16,000.00

IF IT IS THE WISH OF THE COUNCIL TO SUPPORT RECOMMENDATIONS CONTAINED IN THIS REPORT, THE FOLLOWING MOTION IS SUGGESTED:

"I move to approve $16,000.00 grant to Mattoon Pride Softball Organization for the purposes of four events: ASA Season Opener April 5-6th, NJCAA Region 24 Softball Tournament May 1-3rd, Mattoon NSA World Series Qualifier June 6-8, and the Mattoon Bagelfest Tournament July 17-20, 2014"

SUMMARY OF THE TOPIC FOR WHICH A COUNCIL DECISION IS REQUESTED:

This application was considered and approved by the Tourism Advisory Committee at a meeting held February 12th, 2014."

MATTOON PRIDE SOFTBALL, INC.
P.O. BOX 524
MATTOON, ILLINOIS 61938

February 7, 2014

Mattoon Tourism Committee
Mattoon City Hall
208 N 19th Street
Mattoon, IL 61938

Dear Committee:

Mattoon Pride Softball plans to host 4 softball tournaments in 2014. The tournament schedule is:

ASA Season Opener	April 5-6
NJCAA Region 24 Softball Tournament	May 1-3
Mattoon NSA World Series Qualifier	June 6-8
Mattoon Bagelfest Tournament	July 17-20

On behalf of Mattoon Pride Softball, I respectfully request $16,000. Last year the Pride tournaments drew over 172 teams and their families to Mattoon. With your support we can continue to host quality tournaments that draw highly competitive teams to our community from across Illinois and neighboring states.

Thank you for your consideration. If you have any questions, please feel free to call.

Sincerely,

Wade Bradley

Wade Bradley

Tourism Grant Application

Name of Organization: Mattoon Pride Softball Inc

Contact Person: Wade Bradley

Address: PO Box 524, Mattoon, IL 61938 Telephone: 217-234-2623

Date of Event: April 5, 6, 2014 Name of Event: Mattoon Pride-ASA Season Opening Round Robin Tournament

How Event Promotes Tourism in Mattoon

How does your event promote tourism, conventions, and other events within the city?

2014 will be our 7th year for this round robin tournament in Mattoon.

We hosted 18 teams in three age groups – 10 of which traveled from outside the Mattoon area, and 1 from out of state.

How does your event attract non-residents?

In 2014, we expect 20-24 teams, ages 10-under, 12-under, and 14-under to enter this tournament

If your application were accepted, how would the tourism funds granted be used?

These funds will help us pay some of our upfront hosting costs including association fees, trophies/awards, balls, insurance, umpire fees, field preparation, etc.

Financial Statement (See Attached)

Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to be best of my knowledge.

Name (Please Print): Wade Bradley

Signature: Wade Bradley

Date: February 7, 2014 Title/or Office Held: President

Tourism Grant Application

Name of Organization: Mattoon Pride Softball Inc

Contact Person: Wade Bradley

Address: PO Box 524, Mattoon, IL 61938 Telephone: 217-234-2623

Date of Event: May 1-3, 2014 Name of Event: NJCAA Regional Softball Tournament

How Event Promotes Tourism in Mattoon

How does your event promote tourism, conventions, and other events within the city?

As in the past, the NJCAA planning committee reviews available sites for this tournament and for the 10th year in a row, they have chosen Mattoon as the best site for this tournament.

How does your event attract non-residents?

The importance of this tournament is that several of these coaches are influential in the Illinois softball community. The players, fans and coaches from these schools have been and continue to be great fans of Mattoon and the tournaments we host. The following Community Colleges have been represented: Parkland College, Champaign; Lincoln Land Community College, Springfield; John Wood College, Quincy; Danville Area Community College, Danville; Shawnee Community College, Ullin; Lewis and Clark Community College, Godfrey.

If your application were accepted, how would the tourism funds granted be used?

Team travel reimbursement, field preparation expenses, tournament banner, and hospitality expenses.

Financial Statement (See Attached)

Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to be best of my knowledge.

Name (Please Print): Wade Bradley

Signature: Wade Bradley

Date: February 7, 2014 Title or Office Held: President

Tourism Grant Application

Name of Organization: Mattoon Pride Softball Inc

Contact Person: Wade Bradley

Address: PO Box 524, Mattoon, IL 61938 Telephone: 217-234-2623

Date of Event: June 6-8, 2014 Name of Event: Mattoon Pride-13th Annual NSA World Series Qualifier

How Event Promotes Tourism in Mattoon

How does your event promote tourism, conventions, and other events within the city?

2014 will be the 14th year for this exciting World Series qualifying tournament in Mattoon. Our affiliation with the National Softball Association for this tournament continues to help us draw highly competitive teams to this tournament. In 2013 we drew 46 teams to Mattoon for this event.

How does your event attract non-residents?

We expect 52-56 teams, ages 8-under(NEW in 2014!),10-under, 12-under, 14-under, 16-under, and 18-under to enter this tournament in 2014.

If your application were accepted, how would the tourism funds granted be used?

These funds will help us pay some of our upfront hosting costs including association fees, trophies/awards, balls, insurance, umpire fees, field preparation, etc.

Financial Statement (<u>See Attached</u>)

Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to be best of my knowledge.

Name (Please Print): Wade Bradley

Signature: Wade Bradley

Date: February 7, 2014 Title or Office Held: President

Tourism Grant Application

Name of Organization: Mattoon Pride Softball Inc

Contact Person: Wade Bradley

Address: PO Box 524, Mattoon, IL 61938 Telephone: 217-234-2623

Date of Event: July 17-20, 2014 Name of Event: Mattoon Pride-Bagelfest Tournament

How Event Promotes Tourism in Mattoon

How does your event promote tourism, conventions, and other events within the city?

In 2013 we hosted 100 teams for our highly popular Bagelfest tournament.

How does your event attract non-residents?

We expect 100 teams, ages 10-under, 12-under, 14-under, 16-under, and 18-under to enter the tournament in 2014. In 2013, we had teams from all borders of the state.

If your application were accepted, how would the tourism funds granted be used?

These funds will help us pay some of our upfront hosting costs including association fees, trophies/awards, balls, insurance, umpire fees, field preparation, etc.

Financial Statement (See Attached)

Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to be best of my knowledge.

Name (Please Print): Wade Bradley

Signature: Wade Brad

Date: February 7, 2014 Title or Office Held: President

2013 Mattoon Pride Softball

	ASA Season Opener	NJCAA	NSA	BAGELFEST	TOTAL
TEAMS	18	8	46	100	172
VOLUNTEER HOURS	180	150	200	300	830
REVENUE					
Entry Fees	$ 1,850	$ -	$ 14,100	$ 25,325	$ 41,275
Registration Fees	-	-	-	-	-
T-shirts (net)	-	-	221	2,524	2,745
Concessions (net)	460	120	1,061	2,016	3,657
Mattoon Tourism	2,000	2,000	6,000	6,000	16,000
Vendors	-	-	599	1,382	1,981
TOTAL REVENUE	4,310	2,120	21,980	37,247	65,657
EXPENSES:					
Umpire Fees/Expenses	2,350	-	10,572	16,803	29,725
Trophies/Awards	345	-	625	870	1,840
Balls	150	-	250	350	750
Complex Improvements	-	-	750	7,483	8,233
Insurance	525	525	525	525	2,100
Registration Fees	441	-	1,160	-	1,601
Qualifying National Fees	-	-	2,000	-	2,000
Contingency/Other	-	-	-	146	146
Portapotties	200	200	200	400	1,000
TOTAL EXPENSES:	4,011	725	16,082	26,577	47,395
NET INCOME (LOSS)	$ 299	$ 1,395	$ 5,898	$ 10,670	$ 18,262

Agreement

This Agreement made this ________ day of ____________________, __________ by and between the City of Mattoon, Coles County, Illinois (hereinafter, "City") and Mattoon Pride Softball Organization of Mattoon, Illinois, (hereinafter "Grantee).

Witnesseth:

WHEREAS. City has agreed to provide a grant of money in the amount of Sixteen Thousand dollars ($16,000.00) for the purposes set forth in the Tourism Grant Application(appended hereto, marked as Exhibit A, and fully incorporated herein by reference); and ,

WHEREAS, Grantee, as a condition of the grant, has agreed to fully disclose its financial standing to prove that the grant was used as represented on Exhibit A.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. As a condition of the grant (Exhibit A), Grantee shall make available to City, or any of its designated representatives, any or all of its financial records, including but not limited to: checking accounts, savings accounts, bank accounts, financial institution accounts, books of account, general ledgers, and all other financial records and business records, such records request shall be satisfied within seven (7) business days of written request to Grantee.
2. City agrees to fund the grant (Exhibit A) consistent with the terms of Exhibit A.

3. City may conduct an audit of Grantee's financial records at any time within fourteen (14) months of the date of Exhibit A. City may also conduct an audit within sixty (60) days of receipt of written notice as set forth in the next paragraph, hereof.
4. Grantee shall provide a written notice to the City Clerk of the City of Mattoon within sixty (60) days of the conclusion of the grant program (Exhibit C). Grantee will comply with all other requirements set forth in "General Information Sheet" appended hereto and marked as Exhibit B which are not expressly contradicted by this agreement.
5. The audit referred to in this agreement shall include the unrestricted access to all financial records of Grantee as provided in this Agreement.
6. Grantee shall, upon written request by City, give written direction to all financial institutions, with which it has any account, to disclose any information with respect to such account(s) and, by this Agreement, waives any privilege or right of confidentiality which it may have to any financial records possessed by it or possessed by any financial institution.
7. Financial institution, as used in this Agreement, includes any bank, savings and loan, securities house, or any other institution having the purpose of holding or investing funds for clients or customers of such financial institution.
8. In the event of noncompliance with this Agreement, Grantee shall refund all monies paid to it pursuant to Exhibit A within thirty (30) days upon written demand to it by City because of such noncompliance. City will not demand

refund until reasonable efforts have been made to obtain compliance with this Agreement.

9. Grantee agrees that all funds paid to it pursuant to Exhibit A shall be used solely and only for the purposes represented on Exhibit A.

____

Mayor

Attest:

____

City Clerk

____

Grantee

City of Mattoon
Council Decision Request

MEETING DATE: 03/18/14 CDR NO: 2014-1496 SUBJECT: Tourism Grants

SUBMITTAL DATE: 03/12/2014

SUBMITTED BY: Angelia Burgett, Mattoon Tourism Coordinator

APPROVED FOR COUNCIL AGENDA: Kyle Gill, City Administrator — 03/13/14 Date

EXHIBITS (If applicable): Grant Applications

EXPENDITURE ESTIMATE:	AMOUNT BUDGETED:	FUNDS REMAINING:	CONTINGENCY FUNDING:
$5,000.00	$100,000	$.00	$5,000.00

IF IT IS THE WISH OF THE COUNCIL TO SUPPORT RECOMMENDATIONS CONTAINED IN THIS REPORT, THE FOLLOWING MOTION IS SUGGESTED:

"I move to approve $5,000.00 grant to Eastern Illinois University Club Softball for the 3rd Annual Spring Slugfest Tournament."

SUMMARY OF THE TOPIC FOR WHICH A COUNCIL DECISION IS REQUESTED:

This application was considered and approved by the Tourism Advisory Committee at a meeting held February 12th, 2014."

Tourism Grant Application

Name of Organization: EIU Club Softball

Contact Person: Jennifer Seiler

Address: 1013 Cleveland Ave Charleston, IL 61920 Telephone: (708)275-0850

Date of Event: April 11-13 2014 Name of Event: 3rd Annual Spring Slugfest Tournament

How Event Promotes Tourism in Mattoon

How does your event promote tourism, conventions, and other events within the city?

Our organization will be bringing in 12 or more college club softball teams to the community, almost all of which will be staying overnight in hotels for multiple nights, eating out at local restaurants, and spending money at local places such as the mall and gas stations for 3 days.

How does your event attract non-residents?

This event will bring in TONS of people from all over the Midwest. In the past couple years the EIU Spring Slugfest has been the most smoothly run and widely known club tournament in the area. The spring tournament is usually smaller than the fall frenzy, but we are expanding this year as more teams are added to the National Club Softball Association and are experiencing tournaments hosted in Mattoon, we are making the Spring tournament as big as the fall tournament. We have many returning and new teams that continue to participate in this tournament every year. Thus far we have 12 teams committed which include: University of Wyoming, Morthland College, University of Kentucky, Arkansas State University, University of Missouri, Grand Valley State, University of Kansas, Marquette, University of Illinois, Illinois State, Loyola University, and Eastern Illinois. Not only will approx. 15 girls be coming with each team, but many parents and family members attend large tournaments as well. Average 30 people per team will be staying in Mattoon area for the weekend. This tournament will bring in approximately 400+ extra people to Mattoon for this tournament.

If your application were accepted, how would the tourism funds granted be used?

If our team was granted funds, there would be many things we'd be able to use it for. We plan to get advertising for our tournament put on local radio stations and the newspaper to promote a larger fan base. With funding, we could also greatly reduce the tournament entry fee for teams attending, causing them to want to come back again in years to come. We also plan to have medical personnel and/or trainers on site at the tournament. This is a luxury that we were not able to have our first year hosting the tournament because we could not come up with the funding. Teams who attended the tournament in the Spring Slugfest's inaugural year were disappointed not to have a trainer for the safety of their players. We would also use the funds to help teams with hotels and traveling costs, and pay for insurance for the tournament through the National Club Softball Association.

Tourism Grant Application **Detailed Budget**

Event: 3rd Annual Spring Slugfest Tournament

Date of Event: April 11-13 2014 Date of Application: 01/22/2014

Sponsor: EIU Club Softball

Income (Estimated)	**Actual Last Year 2012 OR First Annual Budget**	**Estimated Present Year 2013**
12 teams	8 teams	12 teams
Entry Fees/ Gate Receipts	2450	4400
Donations/ Sponsorships	0	0
T-Shirts and Souvenirs	350	307
Food and Drinks, Etc.	300	300
Mattoon Tourism Grant	0	5,000
Other: (Explain)	0	0
Total Income	$3,100	$10,007
Expenses (Itemized)		
Advertising	500	500
T-Shirts and Souvenirs	1200	1200
Food, Drinks, Etc.	100	100
Concession Workers	80	200
Reward	175	175
Supplies and Balls	200	300
Trophies and MVP shirts	104 (no MVP shirts)	800
Rentals	200	200
Insurance	75	75
Umpires	1700	4600
Medical Trainers	45	450
Helping other teams w/ hotels & travel		800
Umpire ICC	500	150
Umpire Hotels	0	150
Total Expenditures	$5379	$9,700
Estimate Value of In-Kind	0	
Services (Explain)		
Field Maintenance	300	300

Financial Statement (See Attached)

Statement of Assurances

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to be best of my knowledge.

Name (Please Print): _____Jennifer Seiler_______

Signature: ___Jennifer Seiler____

Date: ____01/22/2014______________ Title or Office Held: ____EIU Club Softball President_____

Tournament Details

Dates: April 11-13 2014
Location: Roundhouse Complex in Mattoon (all 4 fields)
# of teams: 13
Teams attending include: Eastern Illinois University, Morthland College, University of Wyoming, University of Kentucky, Arkansas State University, University of Missouri, Grand Valley State, University of Kansas, Michigan State, Marquette, University of Illinois, Illinois State, and Loyola University.
# of teams traveling from at least an hour away: 11
# of teams staying in Mattoon hotels: 11
Average # of players per team: 15 (approx. 195 players total for 13 teams)
Average # of parent/friend fans per team: 20 (approx. 260 fans total for 13 teams)

**That's approx. 450 extra people who will be using Mattoon hotels, restaurants, and gas stations for 3 days! Not to mention the community members who will be attending and eating out before/after games.

Tournament Budget

Spring 2014

Umpires: $4200
Trainer: $20/hour ~ $500
Tournament Director: $200
Radio Advertising: $500
Facility Use: $300
Trophies & Recognition: $800 (1st, 2nd, 3rd place, MVPs)
Helping other teams with hotel costs: $500
Tournament game balls: $200
Others mentioned in application: $2,400
TOTAL TOURNAMENT COST: $9,600

Background info on EIU Club Softball

**Our team is new as of fall 2011. We are an up and coming organization of college girls who love the game of softball. We have 4 local girls on our current team (2 Mattoon HS and 2 Charleston HS). We hosted other 12+ team tournaments the past three years (1 in the fall and 1 in the spring each year since 2011) which ran very smoothly. The only thing that was lacking the first few times was the funding for it. We do lots of other fundraisers as well, since we are a fully self-funded team; previous grant approval and donations from Mattoon Tourism have turned our tournaments from a deficit into nation-wide known tournaments that serve as a fundraiser for our team as well as provides other teams with an opportunity to play competitive ball against teams from all over the US. Teams now come to our tournaments knowing they are participating in a successful, smoothly ran tournament hosted by friendly faces and a community that cares about their experience. Last fall, we were so grateful for the help of Mattoon Tourism in funding our fall tournament. We were able to host a successful profiting tournament.

Agreement

This Agreement made this ________ day of ____________________, __________ by and between the City of Mattoon, Coles County, Illinois (hereinafter, "City") and Eastern Illinois University Club Softball of Charleston, Illinois, (hereinafter "Grantee).

Witnesseth:

WHEREAS. City has agreed to provide a grant of money in the amount of Five Thousand dollars ($5,000.00) for the purposes set forth in the Tourism Grant Application(appended hereto, marked as Exhibit A, and fully incorporated herein by reference); and ,

WHEREAS, Grantee, as a condition of the grant, has agreed to fully disclose its financial standing to prove that the grant was used as represented on Exhibit A.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. As a condition of the grant (Exhibit A), Grantee shall make available to City, or any of its designated representatives, any or all of its financial records, including but not limited to: checking accounts, savings accounts, bank accounts, financial institution accounts, books of account, general ledgers, and all other financial records and business records, such records request shall be satisfied within seven (7) business days of written request to Grantee.
2. City agrees to fund the grant (Exhibit A) consistent with the terms of Exhibit A.

3. City may conduct an audit of Grantee's financial records at any time within fourteen (14) months of the date of Exhibit A. City may also conduct an audit within sixty (60) days of receipt of written notice as set forth in the next paragraph, hereof.
4. Grantee shall provide a written notice to the City Clerk of the City of Mattoon within sixty (60) days of the conclusion of the grant program (Exhibit C). Grantee will comply with all other requirements set forth in "General Information Sheet" appended hereto and marked as Exhibit B which are not expressly contradicted by this agreement.
5. The audit referred to in this agreement shall include the unrestricted access to all financial records of Grantee as provided in this Agreement.
6. Grantee shall, upon written request by City, give written direction to all financial institutions, with which it has any account, to disclose any information with respect to such account(s) and, by this Agreement, waives any privilege or right of confidentiality which it may have to any financial records possessed by it or possessed by any financial institution.
7. Financial institution, as used in this Agreement, includes any bank, savings and loan, securities house, or any other institution having the purpose of holding or investing funds for clients or customers of such financial institution.
8. In the event of noncompliance with this Agreement, Grantee shall refund all monies paid to it pursuant to Exhibit A within thirty (30) days upon written demand to it by City because of such noncompliance. City will not demand

refund until reasonable efforts have been made to obtain compliance with this Agreement.

9. Grantee agrees that all funds paid to it pursuant to Exhibit A shall be used solely and only for the purposes represented on Exhibit A.

____

Mayor

Attest:

____

City Clerk

____

Grantee

City of Mattoon
Council Decision Request

MEETING DATE: 3/18/2014 CDR NO: 2014-1497 SUBJECT: Auditing Services

SUBMITTAL DATE: 3/13/2014

SUBMITTED BY: Beth Wright, City Treasurer
J. Preston Owen, Finance Commissioner

APPROVED FOR COUNCIL AGENDA: Kyle Gill, City Administrator 03/13/14 Date

EXHIBITS (If applicable): Auditing Services Agreement

EXPENDITURE ESTIMATE: $ 49,500	AMOUNT BUDGETED: $ 49,500	CONTINGENCY FUNDING REQUIRED: N/A

IF IT IS THE WISH OF THE COUNCIL TO SUPPORT RECOMMENDATIONS CONTAINED IN THIS REPORT, THE FOLLOWING MOTION IS SUGGESTED:

"I move to approve a proposal from Doehring, Winders & Co., LLP for auditing services in connection with the April 30, 2014, April 30, 2015 and April 30, 2016 financial statements; and authorize the Mayor to sign all necessary documents to initiate the audit."

SUMMARY OF THE TOPIC FOR WHICH A COUNCIL DECISION IS REQUESTED:

The most recent contract for auditing services was with West & Company, LLC and expired after completion of the April 30, 2013 audit. West & Company has been the City's auditor for the last 15 years. The fee for the audit for the last fiscal year was $49,500.00.

After 15 years with West & Company, it is time for a rotation. Doehring, Winders & Co., LLP has proposed to perform the audit for the same price as was paid to West for the last two fiscal years. Doehring, Winders has proposed a three year contract and the cost for the next three years will be $49,500 for April 30, 2014, $51,000 for April 30, 2015 and $52,500 for April 30, 2016. A copy of the proposal from Doehring, Winders & Co., LLP is attached.

DOEHRING, WINDERS & CO. LLP

Certified Public Accountants
& Business Advisers

Steven M. Wente, C.P.A.
Robert E. Arnholt, C.P.A.
Jeffery M. Spracklen, C.P.A.

Derald C. Doehring, C.P.A. - Principal
Charles D. Winders, C.P.A. - Principal
Larry D. Nichols, C.P.A. - Principal

1601 LAFAYETTE AVENUE
P.O. BOX 628
MATTOON, ILLINOIS 61938

Telephone: 217-235-0377
Facsimile: 217-235-0371
admin@dwcocpa.com
www.dwcocpa.com

March 12, 2014

Mayor and City Commissioners
City of Mattoon, Illinois

We appreciate the opportunity to submit this proposal to serve the City of Mattoon as auditors.

Doehring, Winders & Co., LLP has a long history of serving the City of Mattoon and the Mattoon community. Our office employs 22 professionals and related support staff. Our staff assigned to this engagement will meet the independence and continuing professional education and other requirements of *Government Auditing Standards,* issued by the Comptroller General of the United States. Our staff has a wide range of experience in all areas of accounting, tax, and auditing, including extensive experience in governmental, educational and nonprofit entities, which will enable us to provide you with auditing services of the highest quality. We strive to provide the highest quality of service to our clients, to meet our obligations to the public, and conform to the standards of our profession.

Our firm participates in the Illinois CPA Society Peer Review program as mandated by the American Institute of Certified Public Accountants. Our most recent peer review was completed October 23, 2013. We received a rating of pass and our firm has no record of substandard work. This exhibits a commitment to quality that our firm provides. A copy of our most recent peer review opinion is included with this proposal.

AUDIT SERVICES

Our firm's policies stress timeliness of work and flexibility in planning and working with client personnel. Our audit approach will be based on advance planning and timely implementation of the audit procedures that we will have determined to be best suited to the City's operations and systems of internal accounting control. Our schedule will be flexible and it is subject to change if management's needs or other circumstances so require. Because of our size and scheduling flexibility, we should be able to meet any reasonable time schedule requested by management for completion of the audit.

Our audit of the financial statements of the City of Mattoon will be made in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards*, issued by the Comptroller General of the United States. We will test internal controls, accounting records and related data of the City, and perform other auditing procedures by methods and to the extent we deem appropriate to express our audit opinions on the City of

Mattoon's financial statements. In accordance with *Government Auditing Standards*, we will also report on our consideration of the City's internal control over financial reporting and test its compliance with certain provisions of laws, regulations, contracts and grants.

In addition, we will also issue a letter to the City Council to communicate various items as required under auditing standards as well as to disclose any other matters not included in the financial statements, if any.

Our audit will include all the Governmental Funds, the Mattoon Public Library (component unit), the Proprietary Funds (Water and Sewer Funds), the Internal Service Funds, and the Fiduciary Funds (Police and Firefighters Pension Funds). We will also prepare the draft financial statements including the related notes, the combining and individual fund statements and schedules, and required supplementary information for the City of Mattoon.

We will also prepare the following documents:

- State of Illinois Comptroller's Annual Financial Report
- Management Letter (if required)
- Certified Letter reviewing compliance with 65 ILCS 5/11-74.4-3(q) of the TIF Act and 5/11-74.6-10(o) of the Industrial Jobs Recovery Law for the audit of the Tax Increment Financing Districts established by the City of Mattoon (if required)
- Certified Letter reviewing compliance with 65 ILCS 5/11-74.6-10(o) of the Industrial Jobs Recovery Law for the Audit of the Business Districts established by the City of Mattoon (if required)

Our fees for these services are proposed not to exceed:

Year ended April 30, 2014	$49,500
Year ended April 30, 2015	$51,000
Year ended April 30, 2016	$52,500

Our proposal is based on the expectation that our personnel will have timely access to your records and prompt responses and assistance by your personnel. Per discussion with City personnel, we anticipate that a "Single Audit" in accordance with OMB Circular A-133 will not be required. If it is determined for any year that a Single Audit would be necessary, we will negotiate with you an additional fee to cover the increased work resulting from a Single Audit requirement. A Single Audit in accordance with OMB Circular A-133 would apply if the City of Mattoon expended federal awards in excess of $500,000 in any single year. You may also request that we perform additional services not addressed in the proposal. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees.

We assure you that we have the organization and expertise to perform these services in a constructive, economical, and timely manner. We would be happy to discuss this proposal with you at your convenience.

Very respectfully yours,

DOEHRING, WINDERS & CO. LLP

By: Robert E Arnholt

Robert E. Arnholt, C.P.A.

Heinold Banwart, Ltd.
Certified Public Accountants

Third Floor
201 Clock Tower Drive
East Peoria, IL 61611-2449

Tel (309) 694-4251
Fax (309) 694-4202
Web www.hbcpas.com

System Review Report

October 23, 2013

To the Partners
Doehring, Winders & Co. LLP
and the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Doehring, Winders & Co. LLP (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included an engagement performed under *Government Auditing Standards* and an audit of an employee benefit plan.

In our opinion, the system of quality control for the accounting and auditing practice of Doehring, Winders & Co. LLP in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Doehring, Winders & Co. LLP has received a peer review rating of *pass*.

Heinold Banwart, Ltd.

Nothing follows