SECURITIES AND EXCHANGE COMMISSION

FORM 485BPOS

Post-effective amendments [Rule 485(b)]

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HARTFORD LIFE & ANNUITY INSURANCE CO SEP ACCOUNT VL I CIK:**1017963**| IRS No.: **000000000** | Fiscal Year End: **1231** Type: **485BPOS** | Act: **33** | File No.: **333-82866** | Film No.: **13773666**	Mailing Address *200 HOPMEADOWS STREET* *SIMSBURY CT 06104*	Business Address *HARTFORD LIFE INSURANCE CO* *PO BOX 2999* *HARTFORD CT 06104* *8608433991*
HARTFORD LIFE & ANNUITY INSURANCE CO SEP ACCOUNT VL I CIK:**1017963**| IRS No.: **000000000** | Fiscal Year End: **1231** Type: **485BPOS** | Act: **40** | File No.: **811-07329** | Film No.: **13773667**	Mailing Address *200 HOPMEADOWS STREET* *SIMSBURY CT 06104*	Business Address *HARTFORD LIFE INSURANCE CO* *PO BOX 2999* *HARTFORD CT 06104* *8608433991*

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AMENDMENT 5
EFFECTIVE SEPTEMBER 1, 2010

TO THE

AUTOMATIC MONTHLY RENEWABLE TERM
REINSURANCE AGREEMENT FOR NON-EXCESS RISKS
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

THE CANADA LIFE ASSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to confirm the Reinsurer's coverage for policies issued under the Issue First policy issuance program.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Article III is hereby amended to include the following item 8:

    8. The Ceding Company may issue policies on an Automatic Reinsurance basis through its Issue First policy issuance program. Issue First is a program under which a policy can be issued before the underwriting process has been completed.

    If policies issued under the Issue First program do not meet the requirements for Automatic Reinsurance set forth above, they will be deemed automatically reinsured as long they meet the additional requirements for Issue First that are documented in the Ceding Company's InfoBase data system.

    Changes to the Issue First program will be handled in accordance with Section XXII.L.

3. Policies under the Issue First Program that are deemed to be uninsurable based on medical evidence will be reinsured using the Reinsurance Premiums set out in Exhibit I. Exhibit I is deleted in its entirety and replaced with the attached revised Exhibit I.

4. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

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In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

THE CANADA LIFE ASSURANCE COMPANY

<Table>

<S>	<C>	<C>	<C>
By:	/s/ John Occleshaw	By:	/s/ Jean-Francois Poulin
Name:	John Occleshaw, MA FIA	Name:	Jean-Francois Poulin, FSA, FCIA
Title:	Senior Vice-President Reinsurance	Title:	Senior Vice President Life Reinsurance
Date:	October 18, 2012	Date:	October 24, 2012

</Table>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

<Table>

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By:	/s/ Paul Fischer	Attest:	/s/ Michael Roscoe
Name:	Paul Fischer, FSA, MAAA	Name:	Michael Roscoe, FSA, MAAA
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Senior Vice President Individual Life Product Management
Date:	10-26-2012	Date:	10/31/12

</Table>

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EXHIBIT I
REINSURANCE PREMIUM CALCULATION
EFFECTIVE SEPTEMBER 1, 2010

FOR SINGLE LIFE PLANS OF INSURANCE

REINSURANCE PREMIUM

YEARLY RENEWABLE TERM (YRT) REINSURANCE PREMIUM

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FOR SINGLE LIFE PLANS OF INSURANCE

POLICIES UNDER THE ISSUE FIRST PROGRAM THAT ARE DEEMED TO BE UNINSURABLE BASED ON MEDICAL EVIDENCE

The Ceding Company will determine a life expectancy for an insured who would otherwise be deemed uninsurable. Reinsurance Premiums will be calculated as per above based on the Standard Non-Nicotine or Standard Nicotine base YRT premium plus an extra premium to cover an actuarially equivalent mortality risk for this life expectancy. This extra premium may be in the form of a Substandard Table percentage and/or a Flat Extra Premium.

ANNUAL FLAT EXTRA REINSURANCE PREMIUM

The Annual Flat Extra Reinsurance Premium for each coverage equals {(i) x [1-(ii)] x [(iii) / 1,000]}, where:

(i) equals the applicable annual flat extra rate per 1,000, for the year of coverage, that the Ceding Company charges for the coverage;

(ii) equals the Flat Extra Allowance Percentage, specified below; and

(iii) equals the Reinsured Net Amount At Risk for such coverage, defined in Schedule B.

FLAT EXTRA ALLOWANCE PERCENTAGE

<Table>
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DURATION OF FLAT EXTRA	FIRST YEAR	RENEWAL YEARS
Less than 5 years		
5 years or longer		

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FOR LAST SURVIVOR PLANS OF INSURANCE

REINSURANCE PREMIUM

Reinsurance Premium shall be calculated each month for each risk reinsured as [(i) x (ii) / 1,000] / 12, where:

(i) equals the result of the following steps:

(ii) equals the Reinsured Net Amount at Risk for the coverage, defined in Schedule B.

For the purposes of calculating Reinsurance Premium, the following will be considered separate coverages: base policy, increases in coverage, and reinsured riders. Reinsurance Premium for a single life rider attached to a last survivor policy shall be determined in accordance with the Reinsurance Premium calculations for single life plans of insurance.

YRT REINSURANCE PREMIUM RATE PER 1,000*

The YRT Reinsurance Premium Rate per 1,000 for each life for each coverage shall equal (i) x (ii) + (iii), but in no event more than 1,000, where:

(i) equals the quantity [(a) x (b)], where:

(a) equals the applicable rate from the tables of Annual Rates per $1,000 of Reinsured Net Amount at Risk specified in Exhibit III; and

(b) equals the applicable percentage from the tables of YRT Reinsurance Rate Factors to be Applied to the Annual Rates per $1,000 of Reinsured Net Amount at Risk specified in Exhibit IV;

(ii) equals the applicable Substandard Table Percentage, specified in Exhibit V, for the risk; and

(iii) equals the Annual Flat Extra Reinsurance Premium per 1,000, as defined below.

* For purposes of determining the YRT Reinsurance Premium Rate per 1,000, a life deemed uninsurable will be treated as Table P for 20 years with a $250 flat extra for 10 years.

FOR LAST SURVIVOR PLANS OF INSURANCE

ANNUAL FLAT EXTRA REINSURANCE PREMIUM PER 1,000

The Annual Flat Extra Reinsurance Premium per 1,000 for each coverage equals {(i) x [1 - (ii)]}, where:

(i) equals the applicable annual flat extra rate per 1,000, for the year of coverage, that the Ceding Company charges for the coverage; and

(ii) equals the Flat Extra Allowance Percentage, specified below.

FLAT EXTRA ALLOWANCE PERCENTAGE

DURATION OF FLAT EXTRA	FIRST YEAR	RENEWAL YEARS
Less than 5 years		
5 years or more		

AMENDMENT 7
EFFECTIVE OCTOBER 1, 2008

TO THE

AUTOMATIC MONTHLY RENEWABLE TERM REINSURANCE AGREEMENT FOR NON-EXCESS RISKS

EFFECTIVE OCTOBER 1, 2008
("EFFECTIVE DATE")

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

THE CANADA LIFE ASSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer (collectively, the "Parties") agree that the Agreement was implemented using YRT Reinsurance Rate Factors ("Factors") which proved to be incorrect; and

WHEREAS, the Parties agreed, in Amendment 1, to incorporate revised Factors in Exhibit IV "YRT Reinsurance Rate Factors" as of the Effective Date, with the revised Factors being implemented as follows:

(a) For billing transactions appearing in the November 2010 reinsurance billing statement and thereafter, the Ceding Company had applied the revised Factors; and

(b) For billing transactions reported to the Reinsurer prior to the November 2010 reinsurance billing statement, the Ceding Company paid the Reinsurer a one-time payment in the amount of   to correct the discrepancy which resulted from the Ceding Company's application of the initial Factors; and

WHEREAS, the Ceding Company did remit to the Reinsurer a one-time payment in the amount of   to correct the discrepancy and such amount represented the aggregate amount of correction for the following agreements, all effective October 1, 2008:

(a) Automatic Monthly Renewable Term Reinsurance for Non-Excess Risks between Hartford Life and Annuity Insurance Company and The Canada Life Assurance Company;

(b) Automatic Monthly Renewable Term Reinsurance for Non-Excess Risks between Hartford Life Insurance Company and The Canada Life Assurance Company;

(c) Automatic and Facultative Monthly Renewable Term Reinsurance Agreement for Excess Risks between Hartford Life and Annuity Insurance Company and The Canada Life Assurance Company; and

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(d) Automatic and Facultative Monthly Renewable Term Reinsurance Agreement for Excess Risks between Hartford Life Insurance Company and The Canada Life Assurance Company; and

WHEREAS, notwithstanding the agreement of the Parties in Amendment 1 that the above-mentioned one-time payment would be the full and final settlement regarding this matter, the Parties now wish to recalculate all billing transactions from the Effective Date using the revised Factors; and

WHEREAS, notwithstanding the agreement of the Parties in Amendment 1 that the Ceding Company would not alter its administrative systems, the Parties now agree that the Ceding Company shall alter its administrative systems to enable the recalculation of premium.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. The Reinsurer shall make a refund to the Ceding Company in the amount of   representing the aggregate amount of correction.

3. The Ceding Company shall recalculate all billing transactions from the Effective Date and pay the Reinsurer accordingly.

4. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

In witness of the foregoing, the Parties have, by their respective authorized officers, executed this Amendment in duplicate, each of which shall be deemed an original but both of which together shall constitute one and the same instrument, on the dates indicated below, with an effective date of October 1, 2008.

THE CANADA LIFE ASSURANCE COMPANY

<Table>

<S>	<C>	<C>	<C>
By:	/s/ John Occleshaw	By:	/s/ Jean-Francois Poulin
Name:	John Occleshaw, MA FIA	Name:	Jean-Francois Poulin, FSA, FCIA
Title:	Senior Vice-President Reinsurance	Title:	Senior Vice President Life Reinsurance
Date:	Jun 15 2012	Date:	6/18/12

</Table>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Paul Fischer	Attest:	/s/ Donna R. Jarvis
Name:	Paul Fischer, FSA, MAAA	Name:	Donna R. Jarvis
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Vice President and Actuary
Date:	7-10-12	Date:	July 10, 2012

</Table>

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AMENDMENT 8
EFFECTIVE MARCH 1, 2012

TO THE

AUTOMATIC MONTHLY RENEWABLE TERM
REINSURANCE AGREEMENT FOR NON-EXCESS RISKS
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

THE CANADA LIFE ASSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to restate the definition of Working Reserve for the Reinsured Net Amount at Risk to reflect that it is the approximate value of the reserve net of other reinsurance arrangements held by the Ceding Company; and

WHEREAS, the Ceding Company and the Reinsurer wish to acknowledge that Hartford Bicentennial UL Freedom and Hartford Bicentennial UL Joint Freedom II will now use NAR Type B only.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Schedule A is hereby deleted in its entirety and replaced with the attached, revised Schedule A.

3. Schedule B is hereby deleted in its entirety and replaced with the attached, revised Schedule B.

4. Except as herein amended, all other terms and conditions of the Agreement

shall remain in full force and effect and unchanged.

Allocated Retention Pool (Non-Excess Risks) -- Effective 10/01/2008
Between HLAIC and Canada Life
Amendment 8 -- Effective 03/01/2012

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In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

THE CANADA LIFE ASSURANCE COMPANY

By:	/s/ John Occleshaw	By:	/s/ Jean-Francois Poulin
Name:	John Occleshaw, MA FIA	Name:	Jean-Francois Poulin, FSA, FCIA
Title:	Senior Vice-President Reinsurance	Title:	Senior Vice President Life Reinsurance
Date:	June 15 2012	Date:	6/18/12

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

By:	/s/ Paul Fischer	Attest:	/s/ Donna R. Jarvis
Name:	Paul Fisher, FSA, MAAA	Name:	Donna R. Jarvis
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Vice President and Actuary
Date:	7-16-12	Date:	July 16, 2012

Allocated Retention Pool (Non-Excess Risks) -- Effective 10/01/2008
Between HLAIC and Canada Life
Amendment 8 -- Effective 03/01/2012

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SCHEDULE A
PLANS OF INSURANCE COVERED UNDER THIS AGREEMENT
EFFECTIVE MARCH 1, 2012

SINGLE LIFE PLANS OF INSURANCE

BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
Stag UL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Bicentennial UL Founders	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford UL CV	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Wall Street VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Protector II VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Legacy	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Stag Accumulator II VUL	1980 CSO M/F Unismoke Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Liberty (a)	1980 CSO M/F Unismoke Ultimate ANB	A	10/01/2008
Hartford Leaders VUL Liberty (b)	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Life Solutions II UL (a)	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Life Solutions II UL (b)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Advanced Universal Life	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Freedom	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008
Hartford Quantum II VUL (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Quantum II VUL (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Extraordinary Whole Life (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Extraordinary Whole Life (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Bicentennial UL Founders II	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Bicentennial UL Founders II Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Frontier Indexed Universal Life	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Frontier Indexed Universal Life Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Founders Plus UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011

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* NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
Primary Term Insured Rider	10/01/2008
Other Covered Insured Term Life Rider	10/01/2008
Cost of Living Adjustment (COLA) Rider	10/01/2008

NOTE: NAR Type for term riders above is C. For COLA Rider, NAR Type follows Base Policy to which it is attached.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
Accidental Death Benefit (ADB) Rider	10/01/2008
Accelerated Benefit Rider (ABR)	10/01/2008
LifeAccess Accelerated Benefit Rider (LAABR)	10/01/2008
Policy Continuation Rider	10/01/2008
Policy Protection Rider (PPR)	10/01/2008
Enhanced No Lapse Guarantee Rider	10/01/2008
Lifetime No Lapse Guarantee Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Conversion Option Rider	10/01/2008
Overloan Protection Rider	10/01/2008
Waiver of Specified Amount (WSA) Rider	10/01/2008
Waiver of Monthly Deductions (WMD) Rider	10/01/2008
Children's Life Insurance Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Estate Tax Repeal Benefit Rider	10/01/2008
Modified Surrender Value Rider	10/01/2008
Cash Surrender Value Endorsement	10/01/2008
Automatic Premium Payment Rider	10/01/2008
Additional Premium Rider	10/01/2008
Qualified Plan Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
DisabilityAccess Rider (DAR)	08/11/2009
LongevityAccess Rider	03/14/2011
LifeAccess Care Rider	04/11/2011

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING ADDITIONAL DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Primary Insured Term Rider: Provides additional level term life coverage on the base policy insured.

Other Covered Insured Term Life Rider: Provides level term life coverage on an insured other than the base policy insured.

Cost of Living Adjustment (COLA) Rider: Provides for biennial face amount increases, without underwriting, based on increases in the Consumer Price Index. The maximum amount of any single increase is $50,000. Any increase can be declined by the policyholder, which stops future increases. Available only at issue and only for non-substandard issue ages 0 through 60.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE:

Accidental Death Benefit Rider: Pays an additional death benefit if the death on the insured is caused by a qualifying accident.

Accelerated Benefit Rider: Provides the policyholder up to 100% of the death benefit, discounted with interest, if the insured's life expectancy is 12 months or less. After acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk as described in Schedule B, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Accelerated Benefit Rider (LAABR): Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements. In accordance with Schedule B, during and after acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to acceleration, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

Policy Continuation Rider: Intended to prevent the lapse of highly loaned policies.

Policy Protection Rider: Protects the death benefit of the base policy and any primary insured term rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Enhanced No Lapse Guarantee Rider: Provides that the policy will not lapse as long as cumulative premiums paid less indebtedness less withdrawals are greater than or equal to the cumulative no lapse guarantee premiums. Length of guarantee varies by issue age.

Lifetime No Lapse Guarantee Rider: Same as Enhanced No Lapse Guarantee Rider but with lifetime guarantee.

Guaranteed Minimum Accumulation Benefit (GMAB) Rider: Provides, at the end of the GMAB Guarantee Period (usually 20 years), that the policy Account Value will be increased, if necessary, to equal the sum of gross premiums paid to that date. There is a small monthly charge and a minimum cumulative premium requirement to keep the rider in force.

Paid-Up Life Insurance Rider: Similar to the GMAB rider, with the same Guarantee Period, a monthly charge, and a cumulative premium requirement. At end of the Guarantee Period, the owner may elect to change coverage to paid-up life using the Account Value as a 5% NSP to determine the amount of coverage; however, the amount of coverage will never be lower than the sum of gross premiums paid to that date. Once elected, premiums are no longer payable.

Conversion Option Rider: During certain policy years and prior to the insured's attained age 70, the policy may be converted, without evidence of insurability, to any permanent plan of life insurance the Ceding Company then makes available for conversions of this policy.

Overloan Protection Rider: Protects a policy from terminating due to overloan.

Waiver of Specified Amount (WSA) Rider: Waives a specified amount monthly while the insured is disabled.

Waiver of Monthly Deductions (WMD) Rider: Waives monthly deduction amounts while the insured is disabled.

Children's Life Insurance Rider: Provides level term life coverage for each child of the insured.

Foreign Travel Exclusion Rider: Provides a limited death benefit (Account Value less indebtedness) if the insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Estate Tax Repeal Benefit Rider: Pays the policy Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Modified Surrender Value Rider: Changes the Cash Surrender Value definition (to equal the Account Value) if the policy is surrendered within 3 years after the policy issue date.

Cash Surrender Value Endorsement: Provides for enhanced Cash Surrender Value (equal to the current Account Value) in the event of policy surrender in the first 4 policy years, unless the policy is exchanged under Section 1035 to another company's policy.

Automatic Premium Payment Rider: Provides for any Scheduled Premium due and unpaid by the end of any Policy Grace Period to be paid by an automatic deduction from the Account Value, if the Account Value exceeds the Guaranteed Cash Value.

Additional Premium Rider: Allows additional premium amounts to be paid at the same payment intervals as scheduled premiums.

Qualified Plan Rider: Indicates that the policy is owned by a qualified plan, details the policy owner's reporting responsibilities to the Ceding Company, and describes features and activities that are unavailable when the policy is owned by a Qualified Plan.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

Disability Access Rider (DAR): Pays a monthly benefit upon disability of the primary insured on the life insurance policy to which it is attached. The amount of monthly benefit is permanently set at rider issue and is limited to a 24-month benefit period. The maximum monthly benefit amount is $5,000; it is further limited to 2% of the initial face amount or 30% of monthly income at policy issue. The minimum monthly benefit is $1,000.

LongevityAccess Rider: Provides for monthly benefits (up to 1% of death benefit) when the insured reaches age 90 and meets the rider's eligibility requirements. Includes a residual death benefit of 10% of the death benefit prior to withdrawals. In accordance with Schedule B, during and after withdrawals, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to withdrawals, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

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LifeAccess Care Rider: Similar to the LifeAccess Accelerated Benefit Rider, but filed as a health product in some states. Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements.

LAST SURVIVOR PLANS OF INSURANCE

<Table>
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BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
<S>	<C>	<C> <C>	<C> <C>
Hartford Leaders VUL Joint Legacy	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Joint Legacy II	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Advanced Last Survivor UL	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom II	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008

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*   NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

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RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE <S>	EFFECTIVE DATE** <C>
Estate Protection Rider (NAR Type is C)	10/01/2008

</Table>

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<Caption>

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE ELIGIBLE FOR REINSURANCE <S>	EFFECTIVE DATE** <C>
LS Exchange Option Rider	10/01/2008
Policy Protection Rider	10/01/2008
Estate Tax Repeal Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
Joint LifeAccess Rider	01/31/2011

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** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Estate Protection Rider: This rider provides last survivor level term life insurance on the base policy insureds for three years.

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE:

LS Exchange Option Rider: Allows a Last Survivor policy to be split into two Single Life policies, without new evidence of insurability, if divorce, business dissolution, or estate-tax repeal or reduction occurs. The face amount of each new Single Life policy will equal one half of the Last Survivor policy face amount. Upon a split, reinsurance will continue at point-in-scale rates for each single life, as documented in Section X.C. (This rider is not available when one of the insureds is uninsurable or above Table H.)

Policy Protection Rider: Protects the death benefit of the base policy and any Estate Protection Rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Estate Tax Repeal Rider: Will pay the Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Foreign Travel Exclusion: Provides a limited death benefit (Account Value less indebtedness) if either insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Guaranteed Minimum Accumulation Benefit Rider and Paid-Up Life Insurance Rider: Same as Single Life riders.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a

Settlement Option to be used for the payment of Death Proceeds.

Joint LifeAccess Rider: Similar to the LifeAccess Accelerated Benefit Rider. Available only on Last Survivor products where the benefit will be payable for the last surviving insured if chronically ill or if both insureds are concurrently chronically ill.

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SCHEDULE B
REINSURANCE SPECIFICATIONS
EFFECTIVE MARCH 1, 2012

AUTOMATIC REINSURANCE: The Ceding Company shall retain its available retention on each risk, defined below as the Retained Net Amount at Risk, subject to the applicable Ceding Company's Treaty Retention Limit shown in Exhibit II.

The Reinsurer will automatically reinsure a portion of the remainder of the risk, called the Reinsured Net Amount at Risk, as defined below in this Schedule B, not to exceed the Reinsurer's Maximum Automatic Participation Limit, as set forth in Exhibit II.

TOTAL ALLOCATION LIMIT (TAL): As shown in Exhibit II.

CEDING COMPANY'S TREATY RETENTION LIMIT (CCTRL): As shown in Exhibit II.

CEDING COMPANY'S ALLOCATED RETENTION (CCAR): As shown in Exhibit II.

CURRENT RETENTION (CURRRET) = Current amount of life insurance retained by the Ceding Company and its affiliated companies on the life for in-force life insurance coverage. (For Last Survivor risks, see the Last Survivor Limits and Retention Worksheet in Exhibit II.)

REINSURER'S ALLOCATED RETENTION (REINSARET): As shown in Exhibit II.

REINSURER'S ATTACHMENT POINT (REINSAPT): As shown in Exhibit II.

NAR TYPE for the Plan of Insurance to be reinsured under this Agreement, as shown in Schedule A.

STEP 1 -- DETERMINE TOTAL NET AMOUNT AT RISK FOR THE COVERAGE

TOTAL NET AMOUNT AT RISK (TOTNAR)* =

For NAR TYPE A, Death Benefit minus the Account Value.

For NAR TYPE B, Death Benefit minus the Working Reserve, where

<Page>

For NAR TYPE C, Death Benefit.

* In cases where the current Working Reserve is not available, the Ceding Company may estimate such amount using either a previously defined Working Reserve or the Account Value.

STEP 2 -- DETERMINE NET AMOUNT AT RISK FOR EACH "LAYER" OF COVERAGE

STEP 3 -- DETERMINE THE NAR FOR THE CEDING COMPANY AND THEN FOR THE REINSURER

MINIMUM AUTOMATIC REINSURANCE CESSION:

<Page>

AMENDMENT 9

EFFECTIVE JULY 16, 2012

TO THE

AUTOMATIC MONTHLY RENEWABLE TERM
REINSURANCE AGREEMENT FOR NON-EXCESS RISKS
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

THE CANADA LIFE ASSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to amend the Agreement to reflect that the following Products will be added to the Agreement and the Effective Dates shown in Schedule A are the dates the products will become reinsured:

- Hartford Frontier 2012 indexed UL,
- Hartford Frontier 2012 Indexed UL Extended Value Option,
- Hartford Leaders VUL Liberty 2012, and
- Hartford Leaders VUL Liberty 2012 Extended Value Option

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Schedule A is deleted in its entirety and replaced with the attached revised Schedule A.

3. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

<Page>

In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

THE CANADA LIFE ASSURANCE COMPANY

By:	/s/ John Occleshaw	By:	/s/ Jean-Francois Poulin
Name:	John Occleshaw, MA FIA	Name:	Jean-Francois Poulin, FSA, FCIA
Title:	Senior Vice-President Reinsurance	Title:	Senior Vice President Life Reinsurance
Date:	October 18, 2012	Date:	October 24, 2012

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

By:	/s/ Paul Fischer	Attest:	/s/ Michael Roscoe
Name:	Paul Fischer, FSA, MAAA	Name:	Michael Roscoe, FSA, MAAA
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Senior Vice President Individual Life Product Management
Date:	10-26-2012	Date:	10/31/12

<Page>

SCHEDULE A
PLANS OF INSURANCE COVERED UNDER THIS AGREEMENT
EFFECTIVE JULY 16, 2012

SINGLE LIFE PLANS OF INSURANCE

BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
Stag UL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Bicentennial UL Founders	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford UL CV	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Wall Street VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Protector II VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Legacy	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Stag Accumulator II VUL	1980 CSO M/F Unismoke Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Liberty (a)	1980 CSO M/F Unismoke Ultimate ANB	A	10/01/2008
Hartford Leaders VUL Liberty (b)	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Life Solutions II UL (a)	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Life Solutions II UL (b)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Advanced Universal Life	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Freedom	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008
Hartford Quantum II VUL (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Quantum II VUL (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Bicentennial UL Founders II	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Bicentennial UL Founders II Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Frontier Indexed Universal Life	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Frontier Indexed Universal Life Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Founders Plus UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Frontier 2012 Indexed UL	2001 CSO M/F S/NS Ultimate ANB	A	07/16/2012
Hartford Frontier 2012 Indexed UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	07/16/2012
Hartford Leaders VUL Liberty 2012	2001 CSO M/F Composite Ultimate ANB	A	08/06/2012
Hartford Leaders VUL Liberty 2012 Extended Value Option	2001 CSO M/F Composite Ultimate ANB	A	08/06/2012

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* NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
Primary Term Insured Rider	10/01/2008
Other Covered Insured Term Life Rider	10/01/2008
Cost of Living Adjustment (COLA) Rider	10/01/2008

NOTE: NAR Type for term riders above is C. For COLA Rider, NAR Type follows Base Policy to which it is attached.

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SINGLE LIFE PLANS OF INSURANCE

<Table>
<Caption>

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
<S>	<C>
Accidental Death Benefit (ADB) Rider	10/01/2008
Accelerated Benefit Rider (ABR)	10/01/2008
LifeAccess Accelerated Benefit Rider (LAABR)	10/01/2008
Policy Continuation Rider	10/01/2008
Policy Protection Rider (PPR)	10/01/2008
Enhanced No Lapse Guarantee Rider	10/01/2008
Lifetime No Lapse Guarantee Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Conversion Option Rider	10/01/2008
Overloan Protection Rider	10/01/2008
Waiver of Specified Amount (WSA) Rider	10/01/2008
Waiver of Monthly Deductions (WMD) Rider	10/01/2008
Children's Life Insurance Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Estate Tax Repeal Benefit Rider	10/01/2008
Modified Surrender Value Rider	10/01/2008
Cash Surrender Value Endorsement	10/01/2008
Automatic Premium Payment Rider	10/01/2008
Additional Premium Rider	10/01/2008
Qualified Plan Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
DisabilityAccess Rider (DAR)	08/11/2009
LongevityAccess Rider	03/14/2011
LifeAccess Care Rider	04/11/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING ADDITIONAL DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Primary Insured Term Rider: Provides additional level term life coverage on the base policy insured.

Other Covered Insured Term Life Rider: Provides level term life coverage on an insured other than the base policy insured.

Cost of Living Adjustment (COLA) Rider: Provides for biennial face amount increases, without underwriting, based on increases in the Consumer Price Index. The maximum amount of any single increase is $50,000. Any increase can be declined by the policyholder, which stops future increases. Available only at issue and only for non-substandard issue ages 0 through 60.

<Page>
RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE:

Accidental Death Benefit Rider: Pays an additional death benefit if the death on the insured is caused by a qualifying accident.

Accelerated Benefit Rider: Provides the policyholder up to 100% of the death benefit, discounted with interest, if the insured's life expectancy is 12 months or less. After acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk as described in Schedule B, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Accelerated Benefit Rider (LAABR): Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements. In accordance with Schedule B, during and after acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to acceleration, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

Policy Continuation Rider: Intended to prevent the lapse of highly loaned policies.

Policy Protection Rider: Protects the death benefit of the base policy and any primary insured term rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Enhanced No Lapse Guarantee Rider: Provides that the policy will not lapse as long as cumulative premiums paid less indebtedness less withdrawals are greater than or equal to the cumulative no lapse guarantee premiums. Length of guarantee varies by issue age.

Lifetime No Lapse Guarantee Rider: Same as Enhanced No Lapse Guarantee Rider but with lifetime guarantee.

Guaranteed Minimum Accumulation Benefit (GMAB) Rider: Provides, at the end of the GMAB Guarantee Period (usually 20 years), that the policy Account Value will be increased, if necessary, to equal the sum of gross premiums paid to that date. There is a small monthly charge and a minimum cumulative premium requirement to keep the rider in force.

Paid-Up Life Insurance Rider: Similar to the GMAB rider, with the same Guarantee Period, a monthly charge, and a cumulative premium requirement. At end of the Guarantee Period, the owner may elect to change coverage to paid-up life using the Account Value as a 5% NSP to determine the amount of coverage; however, the amount of coverage will never be lower than the sum of gross premiums paid to that date. Once elected, premiums are no longer payable.

Conversion Option Rider: During certain policy years and prior to the insured's attained age 70, the policy may be converted, without evidence of insurability, to any permanent plan of life insurance the Ceding Company then makes available for conversions of this policy.

Overloan Protection Rider: Protects a policy from terminating due to overloan.

Waiver of Specified Amount (WSA) Rider: Waives a specified amount monthly while the insured is disabled.

Waiver of Monthly Deductions (WMD) Rider: Waives monthly deduction amounts while the insured is disabled.

Children's Life Insurance Rider: Provides level term life coverage for each child of the insured.

Foreign Travel Exclusion Rider: Provides a limited death benefit (Account Value less indebtedness) if the insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Estate Tax Repeal Benefit Rider: Pays the policy Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Modified Surrender Value Rider: Changes the Cash Surrender Value definition (to equal the Account Value) if the policy is surrendered within 3 years after the policy issue date.

Cash Surrender Value Endorsement: Provides for enhanced Cash Surrender Value (equal to the current Account Value) in the event of policy surrender in the first 4 policy years, unless the policy is exchanged under Section 1035 to another company's policy.

Automatic Premium Payment Rider: Provides for any Scheduled Premium due and unpaid by the end of any Policy Grace Period to be paid by an automatic deduction from the Account Value, if the Account Value exceeds the Guaranteed Cash Value.

Additional Premium Rider: Allows additional premium amounts to be paid at the same payment intervals as scheduled premiums.

Qualified Plan Rider: Indicates that the policy is owned by a qualified plan, details the policy owner's reporting responsibilities to the Ceding Company, and describes features and activities that are unavailable when the policy is owned by a Qualified Plan.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

DisabilityAccess Rider (DAR): Pays a monthly benefit upon disability of the primary insured on the life insurance policy to which it is attached. The amount of monthly benefit is permanently set at rider issue and is limited to a 24-month benefit period. The maximum monthly benefit amount is $5,000; it is further limited to 2% of the initial face amount or 30% of monthly income at policy issue. The minimum monthly benefit is $1,000.

LongevityAccess Rider: Provides for monthly benefits (up to 1% of death benefit) when the insured reaches age 90 and meets the rider's eligibility requirements. Includes a residual death benefit of 10% of the death benefit prior to withdrawals. In accordance with Schedule B, during and after withdrawals, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to withdrawals, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

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LifeAccess Care Rider: Similar to the LifeAccess Accelerated Benefit Rider, but filed as a health product in some states. Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements.

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LAST SURVIVOR PLANS OF INSURANCE

<Table>
<Caption>

BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
<S>	<C>	<C>	<C>
Hartford Leaders VUL Joint Legacy	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Joint Legacy II	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Advanced Last Survivor UL	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom II	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008

</Table>

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* NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

<Table>
<Caption>

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
<S>	<C>
Estate Protection Rider (NAR Type is C)	10/01/2008

</Table>

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<Caption>

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
<S>	<C>
LS Exchange Option Rider	10/01/2008
Policy Protection Rider	10/01/2008
Estate Tax Repeal Rider	10/01/2008

Foreign Travel Exclusion Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
Joint LifeAccess Rider	01/31/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Estate Protection Rider: This rider provides last survivor level term life insurance on the base policy insureds for three years.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE:

LS Exchange Option Rider: Allows a Last Survivor policy to be split into two Single Life policies, without new evidence of insurability, if divorce, business dissolution, or estate-tax repeal or reduction occurs. The face amount of each new Single Life policy will equal one half of the Last Survivor policy face amount. Upon a split, reinsurance will continue at point-in-scale rates for each single life, as documented in Section X.C. (This rider is not available when one of the insureds is uninsurable or above Table H.)

Policy Protection Rider: Protects the death benefit of the base policy and any Estate Protection Rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Estate Tax Repeal Rider: Will pay the Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Foreign Travel Exclusion: Provides a limited death benefit (Account Value less indebtedness) if either insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Guaranteed Minimum Accumulation Benefit Rider and Paid-Up Life Insurance Rider: Same as Single Life riders.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

Joint LifeAccess Rider: Similar to the LifeAccess Accelerated Benefit Rider. Available only on Last Survivor products where the benefit will be payable for the last surviving insured if chronically ill or if both insureds are concurrently chronically ill.

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AMENDMENT 4
EFFECTIVE OCTOBER 1, 2008

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM REINSURANCE AGREEMENT FOR EXCESS RISKS

EFFECTIVE OCTOBER 1, 2008
("EFFECTIVE DATE")

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

THE CANADA LIFE ASSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer (collectively, the "Parties") agree that the Agreement was implemented using YRT Reinsurance Rate Factors ("Factors") which proved to be incorrect; and

WHEREAS, the Parties agreed, in Amendment 1, to incorporate revised Factors in Exhibit IV "YRT Reinsurance Rate Factors" as of the Effective Date, with the revised Factors being implemented as follows:

(a) For billing transactions appearing in the November 2010 reinsurance billing statement and thereafter, the Ceding Company had applied the revised Factors; and

(b) For billing transactions reported to the Reinsurer prior to the November 2010 reinsurance billing statement, the Ceding Company paid the Reinsurer a one-time payment in the amount of (ILLEGIBLE) to correct the discrepancy which resulted from the Ceding Company's application of the initial Factors; and

WHEREAS, the Ceding Company did remit to the Reinsurer a one-time payment in the amount of (ILLEGIBLE) to correct the discrepancy and such amount represented the aggregate amount of correction for the following agreements, all effective October 1, 2008:

(a) Automatic Monthly Renewable Term Reinsurance for Non-Excess Risks between Hartford Life and Annuity Insurance Company and The Canada Life Assurance Company;

(b) Automatic Monthly Renewable Term Reinsurance for Non-Excess Risks between Hartford Life Insurance Company and The Canada Life Assurance Company;

(c) Automatic and Facultative Monthly Renewable Term Reinsurance Agreement for Excess Risks between Hartford Life and Annuity Insurance Company and The Canada Life Assurance Company; and

<Page>

(d) Automatic and Facultative Monthly Renewable Term Reinsurance Agreement for

Excess Risks between Hartford Life Insurance Company and The Canada Life Assurance Company; and

WHEREAS, notwithstanding the agreement of the Parties in Amendment 1 that the above-mentioned one-time payment would be the full and final settlement regarding this matter, the Parties now wish to recalculate all billing transactions from the Effective Date using the revised Factors; and

WHEREAS, notwithstanding the agreement of the Parties in Amendment 1 that the Ceding Company would not alter its administrative systems, the Parties now agree that the Ceding Company shall alter its administrative systems to enable the recalculation of premium.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. The Reinsurer shall make a refund to the Ceding Company in the amount of representing the aggregate amount of correction.

3. The Ceding Company shall recalculate all billing transactions from the Effective Date and pay the Reinsurer accordingly.

4. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

In witness of the foregoing, the Parties have, by their respective authorized officers, executed this Amendment in duplicate, each of which shall be deemed an original but both of which together shall constitute one and the same instrument, on the dates indicated below, with an effective date of October 1, 2008.

THE CANADA LIFE ASSURANCE COMPANY

<Table>

<S>	<C>	<C>	<C>
By:	/s/ John Occleshaw	By:	/s/ Jean-Francois Poulin
Name:	John Occleshaw, MA FIA	Name:	Jean-Francois Poulin, FSA, FCIA
Title:	Senior Vice-President Reinsurance	Title:	Senior Vice President Life Reinsurance
Date:	June 15 2012	Date:	6/18/12

</Table>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Paul Fischer	Attest:	/s/ Donna R. Jarvis
Name:	Paul Fischer, FSA, MAAA	Name:	Donna R. Jarvis
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Vice President and Actuary
Date:	7-10-2012	Date:	July 10, 2012

</Table>

<Page>

AMENDMENT 5
EFFECTIVE MARCH 1,2012

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM
REINSURANCE AGREEMENT FOR EXCESS RISKS
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

THE CANADA LIFE ASSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to restate the definition of Working Reserve for the Reinsured Net Amount at Risk to reflect that it is the approximate value of the reserve net of other reinsurance arrangements held by the Ceding Company; and

WHEREAS, the Ceding Company and the Reinsurer wish to acknowledge that Hartford Bicentennial UL Freedom and Hartford Bicentennial UL Joint Freedom II will now use NAR Type B only.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Schedule A is hereby deleted in its entirety and replaced with the attached, revised Schedule A.

3. Schedule B is hereby deleted in its entirety and replaced with the attached, revised Schedule B.

4. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

<Page>

In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

THE CANADA LIFE ASSURANCE COMPANY

By:	/s/ John Occleshaw	By:	/s/ Jean-Francois Poulin
Name:	John Occleshaw, MA FIA	Name:	Jean-Francois Poulin FSA, FCIA
Title:	Senior Vice-President Reinsurance	Title:	Senior Vice President Life Reinsurance
Date:	June 15 2012	Date:	6/18/12

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

By:	/s/ Paul Fischer	Attest:	/s/ Donna R. Jarvis

Name: Paul Fischer, FSA, MAAA Name: Donna R. Jarvis
Title: Assistant Vice President and Actuary Title: Vice President & Actuary
Individual Life Product Management
Date: 7-16-12 Date: July 16, 2012
</Table>

Allocated Retention Pool (Excess Risks) -- Effective 10/01/2008
Between HLAIC and Canada Life
Amendment 5 -- Effective 03/01/2012

<Page>

SCHEDULE A
PLANS OF INSURANCE COVERED UNDER THIS AGREEMENT
EFFECTIVE MARCH 1,2012

SINGLE LIFE PLANS OF INSURANCE

<Table>
<Caption>

BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
Stag UL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Bicentennial UL Founders	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford UL CV	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Wall Street VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Protector II VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Legacy	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Stag Accumulator II VUL	1980 CSO M/F Unismoke Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Liberty (a)	1980 CSO M/F Unismoke Ultimate ANB	A	10/01/2008
Hartford Leaders VUL Liberty (b)	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Life Solutions II UL (a)	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Life Solutions II UL (b)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Advanced Universal Life	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Freedom	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008
Hartford Quantum II VUL (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Quantum II VUL (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Bicentennial UL Founders II	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Bicentennial UL Founders II Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Frontier Indexed Universal Life	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Frontier Indexed Universal Life Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Founders Plus UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011

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* NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

<Table>
<Caption>
RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE EFFECTIVE DATE**

<S> <C>

Primary Term Insured Rider	10/01/2008
Other Covered Insured Term Life Rider	10/01/2008
Cost of Living Adjustment (COLA) Rider	10/01/2008

</Table>

NOTE: NAR Type for term riders above is C. For COLA Rider, NAR Type follows Base Policy to which it is attached.

<Table>
<Caption>

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE <S>	EFFECTIVE DATE** <C>
Accidental Death Benefit (ADB) Rider	10/01/2008

</Table>

Allocated Retention Pool (Excess Risks) -- Effective 10/01/2008
Between HLAIC and Canada Life
Amendment 5 -- Effective 03/01/2012

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<Table>
<Caption>

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE (CONTINUED) <S>	EFFECTIVE DATE** <C>
Accelerated Benefit Rider (ABR)	10/01/2008
LifeAccess Accelerated Benefit Rider (LAABR)	10/01/2008
Policy Continuation Rider	10/01/2008
Policy Protection Rider (PPR)	10/01/2008
Enhanced No Lapse Guarantee Rider	10/01/2008
Lifetime No Lapse Guarantee Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Conversion Option Rider	10/01/2008
Overloan Protection Rider	10/01/2008
Waiver of Specified Amount (WSA) Rider	10/01/2008
Waiver of Monthly Deductions (WMD) Rider	10/01/2008
Children's Life Insurance Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Estate Tax Repeal Benefit Rider	10/01/2008
Modified Surrender Value Rider	10/01/2008
Cash Surrender Value Endorsement	10/01/2008
Automatic Premium Payment Rider	10/01/2008
Additional Premium Rider	10/01/2008
Qualified Plan Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
DisabilityAccess Rider (DAR)	08/11/2009
LongevityAccess Rider	03/14/2011
LifeAccess Care Rider	04/11/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING ADDITIONAL DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Primary Insured Term Rider: Provides additional level term life coverage on the base policy insured.

Other Covered Insured Term Life Rider: Provides level term life coverage on an insured other than the base policy insured.

Cost of Living Adjustment (COLA) Rider: Provides for biennial face amount increases, without underwriting, based on increases in the Consumer Price Index. The maximum amount of any single increase is $50,000. Any increase can be declined by the policyholder, which stops future increases. Available only at issue and only for non-substandard issue ages 0 through 60.

<Page>
RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE:

Accidental Death Benefit Rider: Pays an additional death benefit if the death on the insured is caused by a qualifying accident.

Accelerated Benefit Rider: Provides the policyholder up to 100% of the death benefit, discounted with interest, if the insured's life expectancy is 12 months or less. After acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk as described in Schedule B, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Accelerated Benefit Rider (LAABR): Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements. In accordance with Schedule B, during and after acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to acceleration, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

Policy Continuation Rider: Intended to prevent the lapse of highly loaned policies.

Policy Protection Rider: Protects the death benefit of the base policy and any primary insured term rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Enhanced No Lapse Guarantee Rider: Provides that the policy will not lapse as long as cumulative premiums paid less indebtedness less withdrawals are greater than or equal to the cumulative no lapse guarantee premiums. Length of guarantee varies by issue age.

Lifetime No Lapse Guarantee Rider: Same as Enhanced No Lapse Guarantee Rider but with lifetime guarantee.

Guaranteed Minimum Accumulation Benefit (GMAB) Rider: Provides, at the end of the GMAB Guarantee Period (usually 20 years), that the policy Account Value will be increased, if necessary, to equal the sum of gross premiums paid to that date. There is a small monthly charge and a minimum cumulative premium requirement to keep the rider in force.

Paid-Up Life Insurance Rider: Similar to the GMAB rider, with the same Guarantee Period, a monthly charge, and a cumulative premium requirement. At end of the Guarantee Period, the owner may elect to change coverage to paid-up life using the Account Value as a 5% NSP to determine the amount of coverage; however, the amount of coverage will never be lower than the sum of gross premiums paid to that date. Once elected, premiums are no longer payable.

Conversion Option Rider: During certain policy years and prior to the insured's attained age 70, the policy may be converted, without evidence of insurability, to any permanent plan of life insurance the Ceding Company then makes available for conversions of this policy.

Overloan Protection Rider: Protects a policy from terminating due to overloan.

Waiver of Specified Amount (WSA) Rider: Waives a specified amount monthly while the insured is disabled.

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Waiver of Monthly Deductions (WMD) Rider: Waives monthly deduction amounts while the insured is disabled.

Children's Life Insurance Rider: Provides level term life coverage for each child of the insured.

Foreign Travel Exclusion Rider: Provides a limited death benefit (Account Value less indebtedness) if the insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Estate Tax Repeal Benefit Rider: Pays the policy Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Modified Surrender Value Rider: Changes the Cash Surrender Value definition (to equal the Account Value) if the policy is surrendered within 3 years after the policy issue date.

Cash Surrender Value Endorsement: Provides for enhanced Cash Surrender Value (equal to the current Account Value) in the event of policy surrender in the first 4 policy years, unless the policy is exchanged under Section 1035 to another company's policy.

Automatic Premium Payment Rider: Provides for any Scheduled Premium due and unpaid by the end of any Policy Grace Period to be paid by an automatic deduction from the Account Value, if the Account Value exceeds the Guaranteed Cash Value.

Additional Premium Rider: Allows additional premium amounts to be paid at the same payment intervals as scheduled premiums.

Qualified Plan Rider: Indicates that the policy is owned by a qualified plan, details the policy owner's reporting responsibilities to the Ceding Company, and describes features and activities that are unavailable when the policy is owned by a Qualified Plan.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

DisabilityAccess Rider (DAR): Pays a monthly benefit upon disability of the primary insured on the life insurance policy to which it is attached. The amount of monthly benefit is permanently set at rider issue and is limited to a 24-month benefit period. The maximum monthly benefit amount is $5,000; it is further limited to 2% of the initial face amount or 30% of monthly income at policy issue. The minimum monthly benefit is $1,000.

Longevity Access Rider: Provides for monthly benefits (up to 1% of death benefit) when the insured reaches age 90 and meets the rider's eligibility requirements. Includes a residual death benefit of 10% of the death benefit prior to withdrawals. In accordance with Schedule B, during and after withdrawals, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to withdrawals, and the Reinsurer shall be liable for such Reinsured Net Amount at

Risk upon the death of the insured.

<Page>
LifeAccess Care Rider: Similar to the LifeAccess Accelerated Benefit Rider, but filed as a health product in some states. Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements.

LAST SURVIVOR PLANS OF INSURANCE

BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
Hartford Leaders VUL Joint Legacy	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Joint Legacy II	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Advanced Last Survivor UL	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom II	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008

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* NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
Estate Protection Rider (NAR Type is C)	10/01/2008

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
LS Exchange Option Rider	10/01/2008
Policy Protection Rider	10/01/2008
Estate Tax Repeal Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
Joint LifeAccess Rider	01/31/2011

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Estate Protection Rider: This rider provides last survivor level term life insurance on the base policy insureds for three years.

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE:

LS Exchange Option Rider: Allows a Last Survivor policy to be split into two Single Life policies, without new evidence of insurability, if divorce, business dissolution, or estate-tax repeal or reduction occurs. The face amount of each new Single Life policy will equal one half of the Last Survivor policy face amount. Upon a split, reinsurance will continue at point-in-scale rates for each single life, as documented in Section X.C. (This rider is not available when one of the insureds is uninsurable or above Table H.)

Policy Protection Rider: Protects the death benefit of the base policy and any Estate Protection Rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Estate Tax Repeal Rider: Will pay the Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Foreign Travel Exclusion: Provides a limited death benefit (Account Value less indebtedness) if either insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Guaranteed Minimum Accumulation Benefit Rider and Paid-Up Life Insurance Rider: Same as Single Life riders.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

Joint LifeAccess Rider: Similar to the LifeAccess Accelerated Benefit Rider. Available only on Last Survivor products where the benefit will be payable for the last surviving insured if chronically ill or if both insureds are concurrently chronically ill.

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SCHEDULE B
REINSURANCE SPECIFICATIONS
EFFECTIVE MARCH 1,2012

AUTOMATIC REINSURANCE: The Ceding Company shall retain its available retention on each risk, defined below as the Retained Net Amount at Risk, subject to the applicable Ceding Company's Treaty Retention Limit shown in Exhibit II.

The Reinsurer will automatically reinsure a portion of the remainder of the risk, called the Reinsured Net Amount at Risk, as defined below in this Schedule

B, not to exceed the Reinsurer's Maximum Automatic Participation Limit, as set forth in Exhibit II.

FACULTATIVE REINSURANCE: The Reinsurer will reinsure X% (as determined at issue) of the Total Net Amount at Risk for the risk.

TOTAL ALLOCATION LIMIT (TAL): As shown in Exhibit II.

CEDING COMPANY'S TREATY RETENTION LIMIT (CCTRL): As shown in Exhibit II.

CEDING COMPANY'S ALLOCATED RETENTION (CCAR): As shown in Exhibit II.

CURRENT RETENTION (CURRRET) = Current amount of life insurance retained by the Ceding Company and its affiliated companies on the life for in-force life insurance coverage. (For Last Survivor risks, see the Last Survivor Limits and Retention Worksheet in Exhibit II.)

REINSURER'S ALLOCATED RETENTION (REINSARET): As shown in Exhibit II.

REINSURER'S ATTACHMENT POINT (REINSAPT): As shown in Exhibit II.

NAR TYPE for the Plan of Insurance to be reinsured under this Agreement, as shown in Schedule A.

STEP 1 -- DETERMINE TOTAL NET AMOUNT AT RISK FOR THE COVERAGE

TOTAL NET AMOUNT AT RISK (TOTNAR)* =

For NAR TYPE A, Death Benefit minus the Account Value.

For NAR TYPE B, Death Benefit minus the Working Reserve, where

For NAR TYPE C, Death Benefit.

* In cases where the current Working Reserve is not available, the Ceding Company may estimate such amount using either a previously defined Working Reserve or the Account Value.

STEP 2 -- DETERMINE NET AMOUNT AT RISK FOR EACH "LAYER" OF COVERAGE

STEP 3 -- DETERMINE THE NAR FOR THE CEDING COMPANY AND THEN FOR THE REINSURER

REINSURER'S QUOTA SHARE PERCENTAGE FOR NAR3 (REINSQS3%)

For risks reinsured under this Agreement where the death benefit has been reduced as a result of acceleration or withdrawal in accordance with Riders, the Ceding Company shall use commercially reasonable efforts to eliminate the impact of acceleration on the Reinsured Net Amount at Risk.

NOTE: For ReinsQS2% and ReinsQS3%, round percentages to 2 decimal places. (This rounding may cause slight increases or decreases in the amounts allocated to each Party.)

MINIMUM AUTOMATIC REINSURANCE CESSION:

MINIMUM FACULTATIVE REINSURANCE APPLICATION:

LEAD REINSURER:

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AMENDMENT 6
EFFECTIVE JULY 16, 2012

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM
REINSURANCE AGREEMENT FOR EXCESS RISKS
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

THE CANADA LIFE ASSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to amend the Agreement to reflect that the following Products will be added to the Agreement and the Effective Dates shown in Schedule A are the dates the products will become reinsured:

- Hartford Frontier 2012 Indexed UL,

- Hartford Frontier 2012 Indexed UL Extended Value Option,

- Hartford Leaders VUL Liberty 2012, and

- Hartford Leaders VUL Liberty 2012 Extended Value Option.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Schedule A is deleted in its entirety and replaced with the attached revised Schedule A.

3. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

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In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

THE CANADA LIFE ASSURANCE COMPANY

<Table>
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By:	/s/ John Occleshaw	By:	/s/ Jean-Francois Poulin
Name:	John Occleshaw, MA FIA	Name:	Jean-Francois Poulin, FSA, FCIA
Title:	Senior Vice-President Reinsurance	Title:	Senior Vice President Life Reinsurance
Date:	October 18, 2012	Date:	October 24, 2012

</Table>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

<Table>
<S> <C> <C> <C>

By:	/s/ Paul Fischer	Attest:	/s/ Michael Roscoe
Name:	Paul Fischer, FSA, MAAA	Name:	Michael Roscoe, FSA, MAAA
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Senior Vice President Individual Life Product Management
Date:	10-26-2012	Date:	10/31/12

</Table>

Allocated Retention Pool (Excess Risks) -- Effective 10/01/2008
Between HLAIC and Canada Life
Amendment 6 -- Effective 07/16/2012

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SCHEDULE A
PLANS OF INSURANCE COVERED UNDER THIS AGREEMENT
EFFECTIVE JULY 16, 2012

SINGLE LIFE PLANS OF INSURANCE

<Table>
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BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
<S>	<C>	<C>	<C>
Stag UL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Bicentennial UL Founders	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford UL CV	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Wall Street VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Protector II VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Legacy	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Stag Accumulator II VUL	1980 CSO M/F Unismoke Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Liberty (a)	1980 CSO M/F Unismoke Ultimate ANB	A	10/01/2008
Hartford Leaders VUL Liberty (b)	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Life Solutions II UL (a)	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Life Solutions II UL (b)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Advanced Universal Life	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Freedom	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008
Hartford Quantum II VUL (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Quantum II VUL (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Bicentennial UL Founders II	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Bicentennial UL Founders II Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Frontier Indexed Universal Life	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Frontier Indexed Universal Life Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010

Hartford Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Founders Plus UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Frontier 2012 Indexed UL	2001 CSO M/F S/NS Ultimate ANB	A	07/16/2012
Hartford Frontier 2012 Indexed UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	07/16/2012
Hartford Leaders VUL Liberty 2012	2001 CSO M/F Composite Ultimate ANB	A	08/06/2012
Hartford Leaders VUL Liberty 2012 Extended Value Option	2001 CSO M/F Composite Ultimate ANB	A	08/06/2012

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* NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

<Table>
<Caption>

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE <S>	EFFECTIVE DATE** <C>
Primary Term Insured Rider	10/01/2008
Other Covered Insured Term Life Rider	10/01/2008
Cost of Living Adjustment (COLA) Rider	10/01/2008

</Table>

NOTE: NAR Type for term riders above is C. For COLA Rider, NAR Type follows Base Policy to which it is attached.

Allocated Retention Pool (Excess Risks) -- Effective 10/01/2008
Between HLAIC and Canada Life
Amendment 6 -- Effective 07/16/2012

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<Table>
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RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE <S>	EFFECTIVE DATE** <C>
Accidental Death Benefit (ADB) Rider	10/01/2008
Accelerated Benefit Rider (ABR)	10/01/2008
LifeAccess Accelerated Benefit Rider (LAABR)	10/01/2008
Policy Continuation Rider	10/01/2008
Policy Protection Rider (PPR)	10/01/2008
Enhanced No Lapse Guarantee Rider	10/01/2008
Lifetime No Lapse Guarantee Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Conversion Option Rider	10/01/2008
Overloan Protection Rider	10/01/2008
Waiver of Specified Amount (WSA) Rider	10/01/2008
Waiver of Monthly Deductions (WMD) Rider	10/01/2008
Children's Life Insurance Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Estate Tax Repeal Benefit Rider	10/01/2008
Modified Surrender Value Rider	10/01/2008
Cash Surrender Value Endorsement	10/01/2008
Automatic Premium Payment Rider	10/01/2008

Additional Premium Rider	10/01/2008
Qualified Plan Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
DisabilityAccess Rider (DAR)	08/11/2009
LongevityAccess Rider	03/14/2011
LifeAccess Care Rider	04/11/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING ADDITIONAL DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Primary Insured Term Rider: Provides additional level term life coverage on the base policy insured.

Other Covered Insured Term Life Rider: Provides level term life coverage on an insured other than the base policy insured.

Cost of Living Adjustment (COLA) Rider: Provides for biennial face amount increases, without underwriting, based on increases in the Consumer Price Index. The maximum amount of any single increase is $50,000. Any increase can be declined by the policyholder, which stops future increases. Available only at issue and only for non-substandard issue ages 0 through 60.

<Page>
RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE:

Accidental Death Benefit Rider: Pays an additional death benefit if the death on the insured is caused by a qualifying accident.

Accelerated Benefit Rider: Provides the policyholder up to 100% of the death benefit, discounted with interest, if the insured's life expectancy is 12 months or less. After acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk as described in Schedule B, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Accelerated Benefit Rider (LAABR): Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements. In accordance with Schedule B, during and after acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to acceleration, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

Policy Continuation Rider: Intended to prevent the lapse of highly loaned policies.

Policy Protection Rider: Protects the death benefit of the base policy and any primary insured term rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Enhanced No Lapse Guarantee Rider: Provides that the policy will not lapse as long as cumulative premiums paid less indebtedness less withdrawals are greater than or equal to the cumulative no lapse guarantee premiums. Length of guarantee varies by issue age.

Lifetime No Lapse Guarantee Rider: Same as Enhanced No Lapse Guarantee Rider but with lifetime guarantee.

Guaranteed Minimum Accumulation Benefit (GMAB) Rider: Provides, at the end of the GMAB Guarantee Period (usually 20 years), that the policy Account Value will be increased, if necessary, to equal the sum of gross premiums paid to that date. There is a small monthly charge and a minimum cumulative premium requirement to keep the rider in force.

Paid-Up Life Insurance Rider: Similar to the GMAB rider, with the same Guarantee Period, a monthly charge, and a cumulative premium requirement. At end of the Guarantee Period, the owner may elect to change coverage to paid-up life using the Account Value as a 5% NSP to determine the amount of coverage; however, the amount of coverage will never be lower than the sum of gross premiums paid to that date. Once elected, premiums are no longer payable.

Conversion Option Rider: During certain policy years and prior to the insured's attained age 70, the policy may be converted, without evidence of insurability, to any permanent plan of life insurance the Ceding Company then makes available for conversions of this policy.

Overloan Protection Rider: Protects a policy from terminating due to overloan.

Waiver of Specified Amount (WSA) Rider: Waives a specified amount monthly while the insured is disabled.

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Waiver of Monthly Deductions (WMD) Rider: Waives monthly deduction amounts while the insured is disabled.

Children's Life Insurance Rider: Provides level term life coverage for each child of the insured.

Foreign Travel Exclusion Rider: Provides a limited death benefit (Account Value less indebtedness) if the insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Estate Tax Repeal Benefit Rider: Pays the policy Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Modified Surrender Value Rider: Changes the Cash Surrender Value definition (to equal the Account Value) if the policy is surrendered within 3 years after the policy issue date.

Cash Surrender Value Endorsement: Provides for enhanced Cash Surrender Value (equal to the current Account Value) in the event of policy surrender in the first 4 policy years, unless the policy is exchanged under Section 1035 to another company's policy.

Automatic Premium Payment Rider: Provides for any Scheduled Premium due and unpaid by the end of any Policy Grace Period to be paid by an automatic deduction from the Account Value, if the Account Value exceeds the Guaranteed Cash Value.

Additional Premium Rider: Allows additional premium amounts to be paid at the same payment intervals as scheduled premiums.

Qualified Plan Rider: Indicates that the policy is owned by a qualified plan, details the policy owner's reporting responsibilities to the Ceding Company, and describes features and activities that are unavailable when the policy is owned by a Qualified Plan.

Owner Designated Settlement Option Rider: Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

DisabilityAccess Rider (DAR): Pays a monthly benefit upon disability of the primary insured on the life insurance policy to which it is attached. The amount of monthly benefit is permanently set at rider issue and is limited to a 24-month benefit period. The maximum monthly benefit amount is $5,000; it is further limited to 2% of the initial face amount or 30% of monthly income at policy issue. The minimum monthly benefit is $1,000.

LongevityAccess Rider: Provides for monthly benefits (up to 1% of death benefit) when the insured reaches age 90 and meets the rider's eligibility requirements. Includes a residual death benefit of 10% of the death benefit prior to withdrawals. In accordance with Schedule B, during and after withdrawals, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to withdrawals, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

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LifeAccess Care Rider: Similar to the LifeAccess Accelerated Benefit Rider, but filed as a health product in some states. Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements.

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LAST SURVIOR PLANS OF INSURANCE

<Table>
<Caption>

BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
<S>	<C>	<C>	<C>
Hartford Leaders VUL Joint Legacy	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Joint Legacy II	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Advanced Last Survivor UL	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom II	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008

</Table>

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*   NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

<Table>
<Caption>
RIDERS PROVIDING DEATH BENEFITS EFFECTIVE

THAT ARE ELIGIBLE FOR REINSURANCE DATE**
<S> <C>

Estate Protection Rider (NAR Type is C)	10/01/2008

</Table>

<Table>
<Caption>

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
LS Exchange Option Rider	10/01/2008
Policy Protection Rider	10/01/2008
Estate Tax Repeal Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
Joint LifeAccess Rider	01/31/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Estate Protection Rider: This rider provides last survivor level term life insurance on the base policy insureds for three years.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE:

LS Exchange Option Rider: Allows a Last Survivor policy to be split into two Single Life policies, without new evidence of insurability, if divorce, business dissolution, or estate-tax repeal or reduction occurs. The face amount of each new Single Life policy will equal one half of the Last Survivor policy face amount. Upon a split, reinsurance will continue at point-in-scale rates for each single life, as documented in Section X.C. (This rider is not available when one of the insureds is uninsurable or above Table H.)

<Page>

Policy Protection Rider: Protects the death benefit of the base policy and any Estate Protection Rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Estate Tax Repeal Rider: Will pay the Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Foreign Travel Exclusion: Provides a limited death benefit (Account Value less indebtedness) if either insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Guaranteed Minimum Accumulation Benefit Rider and Paid-Up Life Insurance Rider: Same as Single Life riders.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

Joint LifeAccess Rider: Similar to the LifeAccess Accelerated Benefit Rider. Available only on Last Survivor products where the benefit will be payable for the last surviving insured if chronically ill or if both insureds are concurrently chronically ill.

Allocated Retention Pool (Excess Risks) -- Effective 10/01/2008
Between HLAIC and Canada Life
Amendment 6 -- Effective 07/16/2012

<Page>

AMENDMENT 10
EFFECTIVE MARCH 1, 2012

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM
REINSURANCE AGREEMENT
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

SWISS RE LIFE & HEALTH AMERICA INC. ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to restate the definition of Working Reserve for the Reinsured Net Amount at Risk to reflect that it is the approximate value of the reserve net of other reinsurance arrangements held by the Ceding Company; and

WHEREAS, the Ceding Company and the Reinsurer wish to acknowledge that Hartford Bicentennial UL Freedom and Hartford Bicentennial UL Joint Freedom II will now use NAR Type B only.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Article III is hereby amended to include the following paragraph preceding Section III.A:

   The Ceding Company will notify the Reinsurer if it intends to change the components used for the calculation of the Working Reserve, as outlined in Schedule B. Changes to existing definitions of the Working Reserve will be handled in accordance with Section XXII.L.

3. Schedule A is hereby deleted in its entirety and replaced with the attached, revised Schedule A.

4. Schedule B is hereby deleted in its entirety and replaced with the attached, revised Schedule B.

5. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

<Page>

In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

SWISS RE LIFE & HEALTH AMERICA INC.

<Table>

By:	/s/ Jeremy Lane	Attest:	/s/ Kyle Bauer
Name:	Jeremy Lane	Name:	Kyle Bauer
Title:	Vice President	Title:	Vice President
Date:	5/9/2012	Date:	5/9/2012

</Table>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

<Table>

By:	/s/ Paul Fischer	Attest:	/s/ Michael Roscoe
Name:	Paul Fischer, FSA, MAAA	Name:	Michael Roscoe, FSA, MAAA
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Senior Vice President Individual Life Product Management
Date:	May 21, 2012	Date:	5/22/2012

</Table>

Allocated Retention Pool -- Effective 10/1/2008
Between HLAIC and Swiss Re
Amendment #10 -- Effective 3/1/2012

<Page>

SCHEDULE A
PLANS OF INSURANCE COVERED UNDER THIS AGREEMENT
EFFECTIVE MARCH 1, 2012

SINGLE LIFE PLANS OF INSURANCE

<Table>
<Caption>

BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
Stag UL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Bicentennial UL Founders	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford UL CV	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Wall Street VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Protector II VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Legacy	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Stag Accumulator II VUL	1980 CSO M/F Unismoke Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Liberty (a)	1980 CSO M/F Unismoke Ultimate ANB	A	10/01/2008
Hartford Leaders VUL Liberty (b)	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Life Solutions II UL (a)	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Life Solutions II UL (b)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Advanced Universal Life	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Freedom	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008
Hartford Quantum II VUL (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Quantum II VUL (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Bicentennial UL Founders II	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Bicentennial UL Founders II Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Annually Renewable Term (ART)	2001 CSO M/F S/NS Ultimate ANB	C	10/01/2008
Hartford Frontier Indexed Universal Life	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Frontier Indexed Universal Life Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011

Extended Value Option
</Table>

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*   NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

<Table>
<Caption>

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
<S>	<C>
Primary Term Insured Rider	10/01/2008
Other Covered Insured Term Life Rider	10/01/2008
Cost of Living Adjustment (COLA) Rider	10/01/2008

</Table>

NOTE: NAR Type for term riders above is C. For COLA Rider, NAR Type follows Base Policy to which it is attached.

Allocated Retention Pool -- Effective 10/1/2008
Between HLAIC and Swiss Re
Amendment #10 -- Effective 3/1/2012

<Page>

<Table>
<Caption>

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
<S>	<C>
Accidental Death Benefit (ADB) Rider	10/01/2008
Accelerated Benefit Rider (ABR)	10/01/2008
LifeAccess Accelerated Benefit Rider (LAABR)	10/01/2008
Policy Continuation Rider	10/01/2008
Policy Protection Rider (PPR)	10/01/2008
Enhanced No Lapse Guarantee Rider	10/01/2008
Lifetime No Lapse Guarantee Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Conversion Option Rider	10/01/2008
Overloan Protection Rider	10/01/2008
Waiver of Specified Amount (WSA) Rider	10/01/2008
Waiver of Monthly Deductions (WMD) Rider	10/01/2008
Children's Life Insurance Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Estate Tax Repeal Benefit Rider	10/01/2008
Modified Surrender Value Rider	10/01/2008
Cash Surrender Value Endorsement	10/01/2008
Automatic Premium Payment Rider	10/01/2008
Additional Premium Rider	10/01/2008
Qualified Plan Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
DisabilityAccess Rider (DAR)	08/11/2009
LongevityAccess Rider	03/14/2011
LifeAccess Care Rider	04/11/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING ADDITIONAL DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Primary Insured Term Rider: Provides additional level term life coverage on the base policy insured.

Other Covered Insured Term Life Rider: Provides level term life coverage on an insured other than the base policy insured.

Cost of Living Adjustment (COLA) Rider: Provides for biennial face amount increases, without underwriting, based on increases in the Consumer Price Index. The maximum amount of any single increase is $50,000. Any increase can be declined by the policyholder, which stops future increases. Available only at issue and only for non-substandard issue ages 0 through 60.

<Page>
RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE:

Accidental Death Benefit Rider: Pays an additional death benefit if the death on the insured is caused by a qualifying accident.

Accelerated Benefit Rider: Provides the policyholder up to 100% of the death benefit, discounted with interest, if the insured's life expectancy is 12 months or less. After acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk as described in Schedule B, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Accelerated Benefit Rider (LAABR): Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements. In accordance with Schedule B, during and after acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to acceleration, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

Policy Continuation Rider: Intended to prevent the lapse of highly loaned policies.

Policy Protection Rider: Protects the death benefit of the base policy and any primary insured term rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Enhanced No Lapse Guarantee Rider: Provides that the policy will not lapse as long as cumulative premiums paid less indebtedness less withdrawals are greater than or equal to the cumulative no lapse guarantee premiums. Length of guarantee varies by issue age.

Lifetime No Lapse Guarantee Rider: Same as Enhanced No Lapse Guarantee Rider but with lifetime guarantee.

Guaranteed Minimum Accumulation Benefit (GMAB) Rider: Provides, at the end of the GMAB Guarantee Period (usually 20 years), that the policy Account Value will be increased, if necessary, to equal the sum of gross premiums paid to that date. There is a small monthly charge and a minimum cumulative premium requirement to keep the rider in force.

Paid-Up Life Insurance Rider: Similar to the GMAB rider, with the same Guarantee Period, a monthly charge, and a cumulative premium requirement. At end of the Guarantee Period, the owner may elect to change coverage to paid-up life using the Account Value as a 5% NSP to determine the amount of coverage; however, the amount of coverage will never be lower than the sum of gross premiums paid to that date. Once elected, premiums are no longer payable.

Conversion Option Rider: During certain policy years and prior to the insured's attained age 70, the policy may be converted, without evidence of insurability, to any permanent plan of life insurance the Ceding Company then makes available for conversions of this policy.

Overloan Protection Rider: Protects a policy from terminating due to overloan.

Waiver of Specified Amount (WSA) Rider: Waives a specified amount monthly while the insured is disabled.

Waiver of Monthly Deductions (WMD) Rider: Waives monthly deduction amounts while the insured is disabled.

Children's Life Insurance Rider: Provides level term life coverage for each child of the insured.

Foreign Travel Exclusion Rider: Provides a limited death benefit (Account Value less indebtedness) if the insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Estate Tax Repeal Benefit Rider: Pays the policy Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Modified Surrender Value Rider: Changes the Cash Surrender Value definition (to equal the Account Value) if the policy is surrendered within 3 years after the policy issue date.

Cash Surrender Value Endorsement: Provides for enhanced Cash Surrender Value (equal to the current Account Value) in the event of policy surrender in the first 4 policy years, unless the policy is exchanged under Section 1035 to another company's policy.

Automatic Premium Payment Rider: Provides for any Scheduled Premium due and unpaid by the end of any Policy Grace Period to be paid by an automatic deduction from the Account Value, if the Account Value exceeds the Guaranteed Cash Value.

Additional Premium Rider: Allows additional premium amounts to be paid at the same payment intervals as scheduled premiums.

Qualified Plan Rider: Indicates that the policy is owned by a qualified plan, details the policy owner's reporting responsibilities to the Ceding Company, and describes features and activities that are unavailable when the policy is owned by a Qualified Plan.

Owner Designated Settlement Option Rider: Allows the policy owner to designate a

Settlement Option to be used for the payment of Death Proceeds.

DisabilityAccess Rider (DAR): Pays a monthly benefit upon disability of the primary insured on the life insurance policy to which it is attached. The amount of monthly benefit is permanently set at rider issue and is limited to a 24-month benefit period. The maximum monthly benefit amount is $5,000; it is further limited to 2% of the initial face amount or 30% of monthly income at policy issue. The minimum monthly benefit is $1,000.

LongevityAccess Rider: Provides for monthly benefits (up to 1% of death benefit) when the insured reaches age 90 and meets the rider's eligibility requirements. Includes a residual death benefit of 10% of the death benefit prior to withdrawals. In accordance with Schedule B, during and after withdrawals, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to withdrawals, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

<Page>
LifeAccess Care Rider: Similar to the LifeAccess Accelerated Benefit Rider, but filed as a health product in some states. Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements.

LAST SURVIVOR PLANS OF INSURANCE

<Table>
<Caption>

BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
Hartford Leaders VUL Joint Legacy	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Joint Legacy II	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Advanced Last Survivor UL	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom II	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008

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* NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

<Table>
<Caption>

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
Estate Protection Rider (NAR Type is C)	10/01/2008

</Table>

<Table>
<Caption>
RIDERS THAT PROVIDE ADDITIONAL BENEFITS EFFECTIVE

BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	DATE**
LS Exchange Option Rider	10/01/2008
Policy Protection Rider	10/01/2008
Estate Tax Repeal Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
Joint LifeAccess Rider	01/31/2011

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Estate Protection Rider: This rider provides last survivor level term life insurance on the base policy insureds for three years.

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE:

LS Exchange Option Rider: Allows a Last Survivor policy to be split into two Single Life policies, without new evidence of insurability, if divorce, business dissolution, or estate-tax repeal or reduction occurs. The face amount of each new Single Life policy will equal one half of the Last Survivor policy face amount. Upon a split, reinsurance will continue at point-in-scale rates for each single life, as documented in Section X.C. (This rider is not available when one of the insureds is uninsurable or above Table H.)

Policy Protection Rider: Protects the death benefit of the base policy and any Estate Protection Rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Estate Tax Repeal Rider: Will pay the Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Foreign Travel Exclusion: Provides a limited death benefit (Account Value less indebtedness) if either insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Guaranteed Minimum Accumulation Benefit Rider and Paid-Up Life Insurance Rider: Same as Single Life riders.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

Joint LifeAccess Rider: Similar to the LifeAccess Accelerated Benefit Rider. Available only on Last Survivor products where the benefit will be payable for the last surviving insured if chronically ill or if both insureds are concurrently chronically ill.

<Page>

SCHEDULE B
REINSURANCE SPECIFICATIONS
EFFECTIVE MARCH 1, 2012

AUTOMATIC REINSURANCE: The Ceding Company shall retain its available retention on each risk, defined below as the Retained Net Amount at Risk, subject to the applicable Ceding Company's Treaty Retention Limit shown in Exhibit II.

The Reinsurer will automatically reinsure a portion of the remainder of the risk, called the Reinsured Net Amount at Risk, as defined below in this Schedule B.

FACULTATIVE REINSURANCE: The Reinsurer will reinsure X% (as determined at issue) of the Total Net Amount at Risk for the risk.

TOTAL ALLOCATION LIMIT (TAL): As shown in Exhibit II.

CEDING COMPANY'S TREATY RETENTION LIMIT (CCTRL): As shown in Exhibit II.

CEDING COMPANY'S ALLOCATED RETENTION (CCAR): As shown in Exhibit II.

CURRENT RETENTION (CURRRET) = Current amount of life insurance retained by the Ceding Company and its affiliated companies on the life for in-force life insurance coverage. (For Last Survivor risks, see the Last Survivor Limits and Retention Worksheet in Exhibit II.)

REINSURER'S ALLOCATED RETENTION (REINSARET): As shown in Exhibit II.

REINSURER'S ATTACHMENT POINT (REINSAPT): As shown in Exhibit II.

NAR TYPE for the Plan of Insurance to be reinsured under this Agreement, as shown in Schedule A.

STEP 1 -- DETERMINE TOTAL NET AMOUNT AT RISK FOR THE COVERAGE*

TOTAL NET AMOUNT AT RISK (TOTNAR) =

<Page>

STEP 2 -- DETERMINE NET AMOUNT AT RISK FOR EACH "LAYER" OF COVERAGE

STEP 3 -- DETERMINE THE NAR FOR THE CEDING COMPANY AND THEN FOR THE REINSURER

<Page>

MINIMUM REINSURANCE APPLICATION:

LEAD REINSURER:

<Page>

AMENDMENT 11
EFFECTIVE OCTOBER 1, 2008

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM REINSURANCE AGREEMENT
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

SWISS RE LIFE & HEALTH AMERICA INC. ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer (collectively, the "Parties") agree that the Agreement was implemented using YRT Reinsurance Guaranteed Rates ("Annual Rates") and Allowance Percentages ("Allowances") which proved to be incorrect; and

WHEREAS, the Parties have agreed to incorporate revised Annual Rates and Allowances as shown in the attached Exhibit III and Exhibit IV as of October 1, 2008; and

WHEREAS, the Parties now wish to recalculate all billing transactions from October 1, 2008 using the revised Annual Rates and Allowances; and

WHEREAS, the Ceding Company shall alter its administrative systems to enable the recalculation of premium.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Exhibit III is deleted in its entirety and replaced with the attached revised Exhibit III.

3. Exhibit IV is deleted in its entirety and replaced with the attached revised Exhibit IV.

4. The Ceding Company shall recalculate all billing transactions from October 1, 2008 and pay the Reinsurer accordingly.

5. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

<Page>

In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

SWISS RE LIFE & HEALTH AMERICA INC.

<Table>
<S> <C> <C> <C>

By:	/s/ Kenneth Thieme	Attest:	/s/ [ILLEGIBLE]
Name:	Kenneth Thieme	Name:	[ILLEGIBLE]
Title:	Vice President	Title:	Vice President
Date:	10-11-12	Date:	10/11/12

</Table>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

<Table>
<S> <C> <C> <C>

By:	/s/ Paul Fischer	Attest:	/s/ Michael Roscoe
Name:	Paul Fischer, FSA, MAAA	Name:	Michael Roscoe, FSA, MAAA
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Senior Vice President Individual Life Product Management
Date:	10-19-12	Date:	10/19/12

</Table>

<Page>

EXHIBIT III
ANNUAL RATES PER $1,000 OF REINSURED NET AMOUNT AT RISK
EFFECTIVE OCTOBER 1, 2008

FOR SINGLE LIFE AND LAST SURVIVOR PLANS OF INSURANCE
AND
FOR AUTOMATIC AND FACULTATIVE REINSURANCE

Annual Rates per $1,000 of Reinsured Net Amount at Risk are included in the Excel file titled "Master File -- Guaranteed Rates -- Rev ANB-ALB Correction.xls" sent from Nathan Hill at the Ceding Company to Kenneth Thieme at the Reinsurer on February 3, 2012 at 1:00 P.M. They are provided on a Select & Ultimate basis and vary by:

1. Age basis (Age Nearest Birthday or Age Last Birthday), to align with the Valuation Mortality Table for the Plan of Insurance;

2. Gender (Male, Female); and

3. Rate class --

   a. Non-Nicotine;

   b. Nicotine;

All risks insured by the Ceding Company on a Unisex basis will be reinsured using gender-specific rates.

<Page>

EXHIBIT IV
ALLOWANCE PERCENTAGES TO BE APPLIED TO THE ANNUAL RATES PER $1,000
EFFECTIVE OCTOBER 1, 2008

FOR SINGLE LIFE AND LAST SURVIVOR PLANS OF INSURANCE
AND
FOR AUTOMATIC AND FACULTATIVE REINSURANCE

Allowance Percentages to be applied to the Annual Rates per $1,000 of Reinsured Net Amount at Risk are included in the Excel file titled "Master File -- Allowances -- Rev ANB-ALB Correction.xls" sent from Nathan Hill at the Ceding Company to Kenneth Thieme at the Reinsurer on February 3, 2012 at 1:00 P.M. They are provided on a Select & Ultimate basis and vary by:

1. Whether the Plan of Insurance is a Single Life or Last Survivor Plan;

2. Age basis (Age Nearest Birthday or Age Last Birthday), to align with the Valuation Mortality Table for the Plan of Insurance;

3. Gender (Male, Female); and

4. Rate class --

   a. Preferred Plus Non-Nicotine (PPNN);

   b. Preferred Non-Nicotine (PNN);

   c. Standard Non-Nicotine (SNN);

   d. Preferred Nicotine (PN); and

   e. Standard Nicotine (SN).

For Life Solutions II UL plans, allowance percentages will be determined as follows:

(1) For "Preferred" policies, use the SNN rate class; and

(2) For "Standard" policies, use the SN rate class.

All risks insured by the Ceding Company on a Unisex basis will be reinsured using gender-specific allowance percentages.

<Page>

AMENDMENT 12
EFFECTIVE OCTOBER 15, 2012

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM REINSURANCE AGREEMENT
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

SWISS RE LIFE & HEALTH AMERICA INC. ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to amend the Agreement to reflect that the following Products will be added to the Agreement and the Effective Dates shown in Schedule A are the dates the products will become reinsured:

- Hartford Joint Founders Plus UL,

- Hartford Bicentennial UL Freedom 2013, and

- Hartford Bicentennial UL Joint Freedom II 2013.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Schedule A is deleted in its entirety and replaced with the attached revised Schedule A.

3. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

Allocated Retention Pool -- Effective 10/01/2008
Between HLAIC and Swiss Re
Amendment 12 -- Effective 10/15/2012

<Page>

In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

SWISS RE LIFE & HEALTH AMERICA INC.

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Jeremy Lane	Attest:	/s/ Timothy J. Grusenmeyer
Name:	Jeremy Lane	Name:	Timothy J. Grusenmeyer
Title:	Vice President	Title:	Vice President
Date:	10/26/2012	Date:	10/26/12

</Table>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Paul Fischer	Attest:	/s/ Michael Roscoe
Name:	Paul Fischer, FSA, MAAA	Name:	Michael Roscoe, FSA, MAAA
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Senior Vice President Individual Life Product Management
Date:	10/30/12	Date:	10/31/12

</Table>

<Page>

SCHEDULE A
PLANS OF INSURANCE COVERED UNDER THIS AGREEMENT
EFFECTIVE OCTOBER 15, 2012

SINGLE LIFE PLANS OF INSURANCE

<Table>
<Caption>

BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
<S>	<C>	<C>	<C>
Stag UL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Bicentennial UL Founders	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford UL CV	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Wall Street VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Protector II VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Legacy	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Stag Accumulator II VUL	1980 CSO M/F Unismoke Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Liberty (a)	1980 CSO M/F Unismoke Ultimate ANB	A	10/01/2008
Hartford Leaders VUL Liberty (b)	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Life Solutions II UL (a)	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Life Solutions II UL (b)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Advanced Universal Life	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Freedom	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008
Hartford Quantum II VUL (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Quantum II VUL (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Bicentennial UL Founders II	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Bicentennial UL Founders II Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Annually Renewable Term (ART)	2001 CSO M/F S/NS Ultimate ANB	C	10/01/2008
Hartford Frontier Indexed Universal Life	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Frontier Indexed Universal Life Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Founders Plus UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Frontier 2012 Indexed UL	2001 CSO M/F S/NS Ultimate ANB	A	07/16/2012
Hartford Frontier 2012 Indexed UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	07/16/2012
Hartford Leaders VUL Liberty 2012	2001 CSO M/F Composite Ultimate ANB	A	08/06/2012
Hartford Leaders VUL Liberty 2012 Extended Value Option	2001 CSO M/F Composite Ultimate ANB	A	08/06/2012
Hartford Bicentennial UL Freedom 2013	2001 CSO M/F S/NS Ultimate ANB	B	11/12/2012

</Table>

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* NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

<Page>

SINGLE LIFE PLANS OF INSURANCE

<Table>
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RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
<S>	<C>
Primary Term Insured Rider	10/01/2008
Other Covered Insured Term Life Rider	10/01/2008
Cost of Living Adjustment (COLA) Rider	10/01/2008

</Table>

NOTE: NAR Type for term riders above is C. For COLA Rider, NAR Type follows Base Policy to which it is attached.

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
<S>	<C>
Accidental Death Benefit (ADB) Rider	10/01/2008
Accelerated Benefit Rider (ABR)	10/01/2008
LifeAccess Accelerated Benefit Rider (LAABR)	10/01/2008
Policy Continuation Rider	10/01/2008
Policy Protection Rider (PPR)	10/01/2008
Enhanced No Lapse Guarantee Rider	10/01/2008
Lifetime No Lapse Guarantee Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Conversion Option Rider	10/01/2008
Overloan Protection Rider	10/01/2008
Waiver of Specified Amount (WSA) Rider	10/01/2008
Waiver of Monthly Deductions (WMD) Rider	10/01/2008
Children's Life Insurance Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Estate Tax Repeal Benefit Rider	10/01/2008
Modified Surrender Value Rider	10/01/2008
Cash Surrender Value Endorsement	10/01/2008
Automatic Premium Payment Rider	10/01/2008
Additional Premium Rider	10/01/2008
Qualified Plan Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
DisabilityAccess Rider (DAR)	08/11/2009
LongevityAccess Rider	03/14/2011
LifeAccess Care Rider	04/11/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

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RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING ADDITIONAL DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Primary Insured Term Rider: Provides additional level term life coverage on the base policy insured.

Other Covered Insured Term Life Rider: Provides level term life coverage on an insured other than the base policy insured.

Cost of Living Adjustment (COLA) Rider: Provides for biennial face amount increases, without underwriting, based on increases in the Consumer Price Index. The maximum amount of any single increase is $50,000. Any increase can be declined by the policyholder, which stops future increases. Available only at issue and only for non-substandard issue ages 0 through 60.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE:

Accidental Death Benefit Rider: Pays an additional death benefit if the death on the insured is caused by a qualifying accident.

Accelerated Benefit Rider: Provides the policyholder up to 100% of the death benefit, discounted with interest, if the insured's life expectancy is 12 months or less. After acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk as described in Schedule B, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Accelerated Benefit Rider (LAABR): Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements. In accordance with Schedule B, during and after acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to acceleration, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

Policy Continuation Rider: Intended to prevent the lapse of highly loaned policies.

Policy Protection Rider: Protects the death benefit of the base policy and any primary insured term rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Enhanced No Lapse Guarantee Rider: Provides that the policy will not lapse as long as cumulative premiums paid less indebtedness less withdrawals are greater than or equal to the cumulative no lapse guarantee premiums. Length of guarantee varies by issue age.

Lifetime No Lapse Guarantee Rider: Same as Enhanced No Lapse Guarantee Rider but with lifetime guarantee.

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE (CONTINUED):

Guaranteed Minimum Accumulation Benefit (GMAB) Rider: Provides, at the end of the GMAB Guarantee Period (usually 20 years), that the policy Account Value will be increased, if necessary, to equal the sum of gross premiums paid to that date. There is a small monthly charge and a minimum cumulative premium requirement to keep the rider in force.

Paid-Up Life Insurance Rider: Similar to the GMAB rider, with the same Guarantee Period, a monthly charge, and a cumulative premium requirement. At end of the Guarantee Period, the owner may elect to change coverage to paid-up life using the Account Value as a 5% NSP to determine the amount of coverage; however, the amount of coverage will never be lower than the sum of gross premiums paid to that date. Once elected, premiums are no longer payable.

Conversion Option Rider: During certain policy years and prior to the insured's attained age 70, the policy may be converted, without evidence of insurability, to any permanent plan of life insurance the Ceding Company then makes available for conversions of this policy.

Overloan Protection Rider: Protects a policy from terminating due to overloan.

Waiver of Specified Amount (WSA) Rider: Waives a specified amount monthly while the insured is disabled.

Waiver of Monthly Deductions (WMD) Rider: Waives monthly deduction amounts while the insured is disabled.

Children's Life Insurance Rider: Provides level term life coverage for each child of the insured.

Foreign Travel Exclusion Rider: Provides a limited death benefit (Account Value less indebtedness) if the insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Estate Tax Repeal Benefit Rider: Pays the policy Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Modified Surrender Value Rider: Changes the Cash Surrender Value definition (to equal the Account Value) if the policy is surrendered within 3 years after the policy issue date.

Cash Surrender Value Endorsement: Provides for enhanced Cash Surrender Value (equal to the current Account Value) in the event of policy surrender in the first 4 policy years, unless the policy is exchanged under Section 1035 to another company's policy.

Automatic Premium Payment Rider: Provides for any Scheduled Premium due and unpaid by the end of any Policy Grace Period to be paid by an automatic deduction from the Account Value, if the Account Value exceeds the Guaranteed Cash Value.

Additional Premium Rider: Allows additional premium amounts to be paid at the same payment intervals as scheduled premiums.

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE (CONTINUED):

Qualified Plan Rider: Indicates that the policy is owned by a qualified plan, details the policy owner's reporting responsibilities to the Ceding Company, and describes features and activities that are unavailable when the policy is owned by a Qualified Plan.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a

Settlement Option to be used for the payment of Death Proceeds.

DisabilityAccess Rider (DAR): Pays a monthly benefit upon disability of the primary insured on the life insurance policy to which it is attached. The amount of monthly benefit is permanently set at rider issue and is limited to a 24-month benefit period. The maximum monthly benefit amount is $5,000; it is further limited to 2% of the initial face amount or 30% of monthly income at policy issue. The minimum monthly benefit is $1,000.

LongevityAccess Rider: Provides for monthly benefits (up to 1% of death benefit) when the insured reaches age 90 and meets the rider's eligibility requirements. Includes a residual death benefit of 10% of the death benefit prior to withdrawals. In accordance with Schedule B, during and after withdrawals, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to withdrawals, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Care Rider: Similar to the LifeAccess Accelerated Benefit Rider, but filed as a health product in some states. Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements.

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LAST SURVIVOR PLANS OF INSURANCE

<Table>
<Caption>

BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
Hartford Leaders VUL Joint Legacy	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Joint Legacy II	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Advanced Last Survivor UL	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom II	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008
Hartford Joint Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/15/2012
Hartford Bicentennial UL Joint Freedom II 2013	2001 CSO M/F S/NS Ultimate ANB	B	11/12/2012

</Table>

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* NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

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RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
Estate Protection Rider (NAR Type is C)	10/01/2008

</Table>

<Table>
<Caption>

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
LS Exchange Option Rider	10/01/2008
Policy Protection Rider	10/01/2008
Estate Tax Repeal Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
Joint LifeAccess Rider	01/31/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Estate Protection Rider: This rider provides last survivor level term life insurance on the base policy insureds for three years.

<Page>

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE:

LS Exchange Option Rider: Allows a Last Survivor policy to be split into two Single Life policies, without new evidence of insurability, if divorce, business dissolution, or estate-tax repeal or reduction occurs. The face amount of each new Single Life policy will equal one half of the Last Survivor policy face amount. Upon a split, reinsurance will continue at point-in-scale rates for each single life, as documented in Section X.C. (This rider is not available when one of the insureds is uninsurable or above Table H.)

Policy Protection Rider: Protects the death benefit of the base policy and any Estate Protection Rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Estate Tax Repeal Rider: Will pay the Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Foreign Travel Exclusion: Provides a limited death benefit (Account Value less indebtedness) if either insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Guaranteed Minimum Accumulation Benefit Rider and Paid-Up Life Insurance Rider: Same as Single Life riders.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

Joint LifeAccess Rider: Similar to the LifeAccess Accelerated Benefit Rider.

Available only on Last Survivor products where the benefit will be payable for the last surviving insured if chronically ill or if both insureds are concurrently chronically ill.

<Page>

AMENDMENT 13
EFFECTIVE JULY 16, 2012

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM REINSURANCE AGREEMENT
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

SWISS RE LIFE & HEALTH AMERICA INC. ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to amend the Agreement to reflect that the following Products will be added to the Agreement and the Effective Dates shown in Schedule A are the dates the products will become reinsured:

- Hartford Frontier 2012 Indexed UL,
- Hartford Frontier 2012 Indexed UL Extended Value Option,
- Hartford Leaders VUL Liberty 2012, and
- Hartford Leaders VUL Liberty 2012 Extended Value Option.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Schedule A is deleted in its entirety and replaced with the attached revised Schedule A.

3. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

<Page>

In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

SWISS RE LIFE & HEALTH AMERICA INC.

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Jeremy Lane	Attest:	/s/ [ILLEGIBLE]
Name:	Jeremy Lane	Name:	[ILLEGIBLE]
Title:	Vice President	Title:	Vice President
Date:	9/7/2012	Date:	9/7/12

</Table>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Paul Fischer	Attest:	/s/ Donna R. Jarvis
Name:	Paul Fischer, FSA, MAAA	Name:	Donna R. Jarvis
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Vice President and Actuary
Date:	9-24-12	Date:	9-24-12

</Table>

Allocated Retention Pool -- Effective 10/01/2008
Between HLAIC and Swiss Re
Amendment 13 -- Effective 07/16/2012

<Page>

SCHEDULE A
PLANS OF INSURANCE COVERED UNDER THIS AGREEMENT
EFFECTIVE JULY 16, 2012

SINGLE LIFE PLANS OF INSURANCE

<Table>
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BASE POLICY <S>	VALUATION MORTALITY TABLE(S) <C>	NAR TYPE* <C>	EFFECTIVE 1DATE** <C>
Stag UL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Bicentennial UL Founders	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford UL CV	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Wall Street VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Protector II VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Legacy	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Stag Accumulator II VUL	1980 CSO M/F Unismoke Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Liberty (a)	1980 CSO M/F Unismoke Ultimate ANB	A	10/01/2008
Hartford Leaders VUL Liberty (b)	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Life Solutions II UL (a)	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Life Solutions II UL (b)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Advanced Universal Life	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Freedom	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008
Hartford Quantum II VUL (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Quantum II VUL (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Bicentennial UL Founders II	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Bicentennial UL Founders II Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Annually Renewable Term (ART)	2001 CSO M/F S/NS Ultimate ANB	C	10/01/2008
Hartford Frontier Indexed Universal Life	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Frontier Indexed Universal Life Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010

Hartford Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Founders Plus UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Frontier 2012 Indexed UL	2001 CSO M/F S/NS Ultimate ANB	A	07/16/2012
Hartford Frontier 2012 Indexed UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	07/16/2012
Hartford Leaders VUL Liberty 2012	2001 CSO M/F Composite Ultimate ANB	A	08/06/2012
Hartford Leaders VUL Liberty 2012 Extended Value Option	2001 CSO M/F Composite Ultimate ANB	A	08/06/2012

</Table>

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*   NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

<Table>
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RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE <S>	EFFECTIVE DATE** <C>
Primary Term Insured Rider	10/01/2008
Other Covered Insured Term Life Rider	10/01/2008
Cost of Living Adjustment (COLA) Rider	10/01/2008

</Table>

NOTE: NAR Type for term riders above is C. For COLA Rider, NAR Type follows Base Policy to which it is attached.

Allocated Retention Pool -- Effective 10/01/2008
Between HLAIC and Swiss Re
Amendment 13 -- Effective 07/16/2012

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<Table>
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RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE <S>	EFFECTIVE DATE** <C>
Accidental Death Benefit (ADB) Rider	10/01/2008
Accelerated Benefit Rider (ABR)	10/01/2008
LifeAccess Accelerated Benefit Rider (LAABR)	10/01/2008
Policy Continuation Rider	10/01/2008
Policy Protection Rider (PPR)	10/01/2008
Enhanced No Lapse Guarantee Rider	10/01/2008
Lifetime No Lapse Guarantee Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Conversion Option Rider	10/01/2008
Overloan Protection Rider	10/01/2008
Waiver of Specified Amount (WSA) Rider	10/01/2008
Waiver of Monthly Deductions (WMD) Rider	10/01/2008
Children's Life Insurance Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Estate Tax Repeal Benefit Rider	10/01/2008
Modified Surrender Value Rider	10/01/2008

Cash Surrender Value Endorsement	10/01/2008
Automatic Premium Payment Rider	10/01/2008
Additional Premium Rider	10/01/2008
Qualified Plan Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
DisabilityAccess Rider (DAR)	08/11/2009
LongevityAccess Rider	03/14/2011
LifeAccess Care Rider	04/11/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING ADDITIONAL DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Primary Insured Term Rider: Provides additional level term life coverage on the base policy insured.

Other Covered Insured Term Life Rider: Provides level term life coverage on an insured other than the base policy insured.

Cost of Living Adjustment (COLA) Rider: Provides for biennial face amount increases, without underwriting, based on increases in the Consumer Price Index. The maximum amount of any single increase is $50,000. Any increase can be declined by the policyholder, which stops future increases. Available only at issue and only for non-substandard issue ages 0 through 60.

<Page>

RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE:

Accidental Death Benefit Rider: Pays an additional death benefit if the death on the insured is caused by a qualifying accident.

Accelerated Benefit Rider: Provides the policyholder up to 100% of the death benefit, discounted with interest, if the insured's life expectancy is 12 months or less. After acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk as described in Schedule B, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Accelerated Benefit Rider (LAABR): Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements. In accordance with Schedule B, during and after acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to acceleration, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

Policy Continuation Rider: Intended to prevent the lapse of highly loaned policies.

Policy Protection Rider: Protects the death benefit of the base policy and any primary insured term rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Enhanced No Lapse Guarantee Rider: Provides that the policy will not lapse as long as cumulative premiums paid less indebtedness less withdrawals are greater than or equal to the cumulative no lapse guarantee premiums. Length of guarantee varies by issue age.

Lifetime No Lapse Guarantee Rider: Same as Enhanced No Lapse Guarantee Rider but with lifetime guarantee.

Guaranteed Minimum Accumulation Benefit (GMAB) Rider: Provides, at the end of the GMAB Guarantee Period (usually 20 years), that the policy Account Value will be increased, if necessary, to equal the sum of gross premiums paid to that date. There is a small monthly charge and a minimum cumulative premium requirement to keep the rider in force.

Paid-Up Life insurance Rider: Similar to the GMAB rider, with the same Guarantee Period, a monthly charge, and a cumulative premium requirement. At end of the Guarantee Period, the owner may elect to change coverage to paid-up life using the Account Value as a 5% NSP to determine the amount of coverage; however, the amount of coverage will never be lower than the sum of gross premiums paid to that date. Once elected, premiums are no longer payable.

Conversion Option Rider: During certain policy years and prior to the insured's attained age 70, the policy may be converted, without evidence of insurability, to any permanent plan of life insurance the Ceding Company then makes available for conversions of this policy.

Overloan Protection Rider: Protects a policy from terminating due to overloan.

Waiver of Specified Amount (WSA) Rider: Waives a specified amount monthly while the insured is disabled.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE (CONTINUED):

Waiver of Monthly Deductions (WMD) Rider: Waives monthly deduction amounts while the insured is disabled.

Children's Life Insurance Rider: Provides level term life coverage for each child of the insured.

FOREIGN TRAVEL EXCLUSION RIDER: Provides a limited death benefit (Account Value less indebtedness) if the insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Estate Tax Repeal Benefit Rider: Pays the policy Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Modified Surrender Value Rider: Changes the Cash Surrender Value definition (to equal the Account Value) if the policy is surrendered within 3 years after the policy issue date.

Cash Surrender Value Endorsement: Provides for enhanced Cash Surrender Value (equal to the current Account Value) in the event of policy surrender in the first 4 policy years, unless the policy is exchanged under Section 1035 to another company's policy.

Automatic Premium Payment Rider: Provides for any Scheduled Premium due and unpaid by the end of any Policy Grace Period to be paid by an automatic deduction from the Account Value, if the Account Value exceeds the Guaranteed

Cash Value.

Additional Premium Rider: Allows additional premium amounts to be paid at the same payment intervals as scheduled premiums.

Qualified Plan Rider: Indicates that the policy is owned by a qualified plan, details the policy owner's reporting responsibilities to the Ceding Company, and describes features and activities that are unavailable when the policy is owned by a Qualified Plan.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

DisabilityAccess Rider (DAR): Pays a monthly benefit upon disability of the primary insured on the life insurance policy to which it is attached. The amount of monthly benefit is permanently set at rider issue and is limited to a 24-month benefit period. The maximum monthly benefit amount is $5,000; it is further limited to 2% of the initial face amount or 30% of monthly income at policy issue. The minimum monthly benefit is $1,000.

LongevityAccess Rider: Provides for monthly benefits (up to 1% of death benefit) when the insured reaches age 90 and meets the rider's eligibility requirements. Includes a residual death benefit of 10% of the death benefit prior to withdrawals. In accordance with Schedule B, during and after withdrawals, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to withdrawals, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE (CONTINUED):

LifeAccess Care Rider: Similar to the LifeAccess Accelerated Benefit Rider, but filed as a health product in some states. Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements.

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LAST SURVIVOR PLANS OF INSURANCE

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BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
<S>	<C>	<C>	<C>
Hartford Leaders VUL Joint Legacy	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Joint Legacy II	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Advanced Last Survivor UL	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom II	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008

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* NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
Estate Protection Rider (NAR Type is C)	10/01/2008

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
LS Exchange Option Rider	10/01/2008
Policy Protection Rider	10/01/2008
Estate Tax Repeal Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
Joint LifeAccess Rider	01/31/2011

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Estate Protection Rider: This rider provides last survivor level term life insurance on the base policy insureds for three years.

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE:

LS Exchange Option Rider: Allows a Last Survivor policy to be split into two Single Life policies, without new evidence of insurability, if divorce, business dissolution, or estate-tax repeal or reduction occurs. The face amount of each new Single Life policy will equal one half of the Last Survivor policy face amount. Upon a split, reinsurance will continue at point-in-scale rates for each single life, as documented in Section X.C. (This rider is not available when one of the insureds is uninsurable or above Table H.)

Policy Protection Rider: Protects the death benefit of the base policy and any

Estate Protection Rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Estate Tax Repeal Rider: Will pay the Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Foreign Travel Exclusion: Provides a limited death benefit (Account Value less indebtedness) if either insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Guaranteed Minimum Accumulation Benefit Rider and Paid-Up Life Insurance Rider: Same as Single Life riders.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

Joint LifeAccess Rider: Similar to the LifeAccess Accelerated Benefit Rider. Available only on Last Survivor products where the benefit will be payable for the last surviving insured if chronically ill or if both insureds are concurrently chronically ill.

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AMENDMENT 7
EFFECTIVE OCTOBER 1, 2008

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM
REINSURANCE AGREEMENT
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

TRANSAMERICA LIFE INSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to clarify Section III. A.1 to indicate that the insured must satisfy only one of the requirements listed; and

WHEREAS, the Ceding Company and the Reinsurer wish to amend the Agreement to correct Section III. A.6 to state that the Automatic Binding Limit only applies to Excess Risks; and

WHEREAS, the Ceding Company and the Reinsurer wish to clarify the administrative implications of the Reinsurer's liability for riders or policy features that accelerate the death benefit; and

WHEREAS, the Ceding Company and the Reinsurer wish to outline how Reinsurance Premiums will be calculated in the event of a specific option's election under the Conversion Option Rider; and

WHEREAS, the Ceding Company and the Reinsurer wish to confirm the Reinsurer's liability for policy increases not subject to new underwriting; and

WHEREAS, the Ceding Company and the Reinsurer wish to reaffirm the basis for the minimum amount for a facultative reinsurance application; and

WHEREAS, the Ceding Company and the Reinsurer wish to correct drafting errors in Schedule F; and

WHEREAS, the Ceding Company and the Reinsurer wish to replace Exhibit VII to reflect updated definitions and references.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Article III is hereby deleted in its entirety and replaced with the attached, revised Article III.

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3. Section IV.F is hereby deleted in its entirety and replaced with the following Section IV.F:

   F. The Reinsurer's liability for reinsurance on each risk will terminate when the Ceding Company's liability terminates, unless it terminates earlier as specified otherwise in this Agreement or later as a result of the full acceleration of the death benefit.

4. Article X is hereby deleted in its entirety and replaced with the attached, revised Article X.

5. Schedule B is hereby deleted in its entirety and replaced with the attached, revised Schedule B.

6. Schedule F is hereby deleted in its entirety and replaced with the

attached, revised Schedule F.

7. Exhibit VII is hereby deleted in its entirety and replaced with the attached, revised Exhibit VII.

8. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

TRANSAMERICA LIFE INSURANCE COMPANY
by its Administrator and Attorney-in-Fact
SCOR Global Life US Re Insurance Company

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on	September 12, 2011		
Signature	/s/ Glenn Cunningham	Signature	/s/ Robin S. Blackwell
Name in Text	Glenn Cunningham	Name in Text	Robin S. Blackwell
Title:	Executive Vice President SCOR Global Life US Re Insurance Company	Title:	Assistant Vice President SCOR Global Life US Re Insurance Company

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

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<S>	<C>	<C>	<C>
By:	/s/ Paul Fischer	Attest:	/s/ Michael Roscoe
Name:	Paul Fischer, FSA, MAAA	Name:	Michael Roscoe, FSA, MAAA
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Senior Vice President Individual Life Product Management
Date:	May 23, 2012	Date:	5/31/12

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Allocated Retention Pool -- Effective 10/01/2008
Between HLAIC and TLIC
Amendent 7 -- Effective 10/01/2008

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ARTICLE III

REINSURANCE COVERAGE

Reinsurance under this Agreement will apply to those Plans of Insurance and Riders set forth in Schedule A that also fall within a category of policies eligible for reinsurance under this Agreement as described in Schedule F. Such reinsurance shall be either on an automatic basis, subject to the requirements set forth in Section A below, on an automatic processing basis, subject to the requirements set forth in Section B below, or on a facultative basis, subject to the requirements set forth in Section C below. Notwithstanding the foregoing, reinsurance coverage on a facultative basis may also apply on plans of insurance not listed in Schedule A, with the agreement of the Reinsurer. The specifications for all reinsurance under this Agreement are provided in Schedule B.

The term "Excess Risk," as used in this Agreement, shall mean a risk for which the amount to be written on a life by the Ceding Company, when added to any other amounts of risk for that life already in the Automatic Pool and any amounts not in the Automatic Pool that are retained by the Ceding Company or its affiliated companies, exceeds, either in whole or in part, the Total Allocation Limit for that life shown in Exhibit II.

A. Automatic Reinsurance

For each risk that meets the requirements for Automatic Reinsurance as set forth below, the Reinsurer will participate in a reinsurance pool whereby the Reinsurer will automatically reinsure a portion of the risk as indicated in Schedule B ("Automatic Pool"). The requirements for Automatic Reinsurance are as follows:

1. Each life, at the time of application, must satisfy one of the following requirements:

   a. have been a legal resident of the United States or Canada for at least six months; or

b. be a citizen of the United States or Canada; or

c. qualify for the Foreign National Underwriting Program as specified in Schedule C.

2. Each risk must be underwritten according to the Ceding Company's Standard Underwriting Practices and Guidelines or one of the special underwriting programs. The Ceding Company's Standard Underwriting Practices and Guidelines as of the Effective Date are described in Schedule E, and the Ceding Company's special underwriting programs as of the Effective Date are described in Schedule C and Schedule D. Changes to such documents will be handled in accordance with Section XXII.M.

If the Ceding Company would like to offer coverage at a risk class more favorable than the True Assessed Risk Class, the Ceding Company may:

a. Reinsure the risk automatically under this Agreement with Reinsurance Premiums based on the True Assessed Risk Class; or

b. Seek to reinsure the risk facultatively under this Agreement at rates more favorable than the True Assessed Risk Class; or

c. Decide not to reinsure the risk under this Agreement.

For purposes of this Agreement, "True Assessed Risk Class" shall mean the risk class assessed by the Ceding Company prior to any adjustments made as a result of the

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Ceding Company's Enhanced Standard or similar special underwriting program.

3. For any Excess Risk, if a risk on the life of a proposed insured was previously submitted by the Ceding Company on a facultative basis to the Reinsurer or to any other reinsurer, at least three (3) years must have elapsed since that previous risk was submitted facultatively, unless the original reason for submitting facultatively no longer applies.

4. The maximum issue age for each life is 85. For Last Survivor policies, the minimum issue age is 18, for all other policies, the minimum age is 0.

5. The mortality rating on each life does not exceed Table P. However, for Last Survivor policies, one life may be uninsurable if the other life does not exceed Table F.

6. For any Excess Risk, the total amount of risk on that life to be reinsured in the Automatic Pool and under any other individual life reinsurance agreement with any reinsurer does not exceed the Automatic Binding Limit for that life shown in Exhibit II.

7. For any Excess Risk, the total amount of risk on that life in force and applied for in all companies must not exceed the Jumbo Limit for that life shown in Exhibit II. (For Last Survivor risks, see the Last Survivor Limits and Retention Worksheet in Exhibit II.) Any amounts of risk being replaced by the Ceding Company may be deducted from this total amount of risk only under the following conditions:

a. Existing permanent insurance is being replaced by the Ceding Company, with or without a Section 1035 exchange, and the Ceding Company has obtained a duly executed absolute assignment of the insurance being replaced; or

b. Existing term insurance is being replaced by the Ceding Company, and the Ceding Company has obtained a duly executed absolute assignment of the insurance being replaced; or

c. An internal replacement is being made, where the Ceding Company is replacing an in-force policy with a new policy of equal or greater death benefit.

When the total amount in force and applied for, that is to be compared with the applicable Jumbo Limit, is reduced due to the above conditions, the Ceding Company assumes full responsibility to effect the cancellation of life insurance coverage under the replaced insurance concurrently with the commencement of coverage under the new policy. If the cancellation does not occur in a timely manner and the failure to cancel results in the new policy causing reinsurance coverage to exceed the applicable Jumbo Limit, then the Reinsurer may (when the

Reinsurer becomes aware of the Jumbo Limit violation) decline reinsurance coverage on the new policy during the period of time while both policy coverages are in effect, by written notice to the Ceding Company. Once this notice has been given, the Reinsurer will have no liability for reinsurance coverage on the new policy while both policy coverages are in effect and shall refund to the Ceding Company all related Reinsurance Premiums for the new policy. However, if reinsurance coverage on the new policy is declined for this reason and the cancellation of life insurance coverage under the replaced insurance is later effected, then, upon receipt of the Ceding Company's written notice to this effect, the Reinsurer will again become liable for reinsurance coverage on the new policy as of the effective date of cancellation of coverage under the replaced policy, and Reinsurance Premiums for the new policy will again be payable.

8. If all the other requirements for Automatic Reinsurance are met and the life is a player or

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coach on a team in the National Hockey League, the National Football League, the National Basketball Association or Major League Baseball, and:

a. The risk is not an Excess Risk, then the Ceding Company shall notify the Reinsurer of this fact at the time of issue of the risk; or

b. The risk is an Excess Risk, then, prior to ceding the risk automatically under this Agreement, the Ceding Company must confirm the Reinsurer's available capacity for that risk. The Ceding Company, by telephone call or electronic mail, shall: (1) notify the Reinsurer's Chief Underwriter, or designee, of the life's name, date of birth, sport and team affiliation, the total life insurance in force and to be placed on the life, and the amount of new reinsurance coverage required from the Reinsurer; and (2) confirm that an application for insurance on the life has been completed. The Reinsurer shall endeavor to inform the Ceding Company of its available capacity for the risk within two business days after such notification and confirmation. After the Reinsurer has advised the Ceding Company of the amount of its available capacity, the Ceding Company may then cede to the Reinsurer no more than that amount on an automatic basis under this Agreement.

9. The Ceding Company, or one of its affiliates, shall retain its share of each risk on a life, as described in this Agreement and in any other life reinsurance agreement applicable to risk on that life. However, the Ceding Company reserves the right to separately reinsure any amount of the retained risk on a life reinsured under this Agreement with these conditions:

a. This right, as it pertains to such lives, applies only to groups of risks defined as cohorts of risks reinsured for at least five (5) years and issued either during a continuous period (such as one or more years) or under one or more Plans of Insurance shown in Schedule A, and does not apply to individual lives or to small, non-homogeneous groups of risks;

b. The remaining amount of risk retained on that life by the Ceding Company,

c. Any amounts of retention separately reinsured in this manner shall not reduce the amount of the Ceding Company's retention on that life for the purpose of any other terms of this Agreement.

B. Automatic Processing

If the requirements for Automatic Reinsurance are met for a life except for the requirement stated above in Section A.6, but the total amount of risk on that life to be reinsured in the Automatic Pool and under any other individual life reinsurance agreement with any reinsurer does not exceed the Automatic Processing Limit for that life shown in Exhibit II, then the Ceding Company may submit to the Lead Reinsurer (designated in Schedule B) all information relating to the insurability of that life. For Last Survivor policies where one life is deemed uninsurable, only the information for the other life needs to be submitted.

The Lead Reinsurer shall review the submitted information to determine if the life should be reinsured by the Automatic Pool and, if so, on what basis. The Lead Reinsurer shall endeavor to provide the Ceding Company with a response within 72 hours of receipt of such information. Approval by the Lead Reinsurer shall be binding on all other current Automatic Pool reinsurers.

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This process shall be known as Automatic Processing and shall be subject to Exhibit II.

Hereinafter, all references to Automatic Reinsurance, coverage automatically reinsured, and the Automatic Pool will include coverage reinsured through Automatic Processing.

C. Facultative Reinsurance

If the requirements for Automatic Reinsurance are not met and the Ceding Company applies for Facultative Reinsurance with the Reinsurer, or if the requirements for Automatic Reinsurance are met but the Ceding Company prefers to apply for Facultative Reinsurance with the Reinsurer, then the Ceding Company shall submit to the Reinsurer sufficient evidence agreed upon between the Ceding Company and the Reinsurer, relating to the insurability of each life submitted for Facultative Reinsurance. For Last Survivor policies where one life is deemed uninsurable, only the information for the ther life needs to be submitted.

The Reinsurer shall promptly notify the Ceding Company in writing of its declination to offer, its underwriting offer subject to additional requirements, or its final underwriting offer. The final underwriting offer will automatically expire upon the earliest of: (1) the date the policy application is withdrawn; (2) the expiration date specified in the final offer; (3) the date one hundred twenty (120) days after the date of the final offer; and (4) the date the final offer is accepted, provided such offer is accepted within the lifetime of the proposed insured(s).

Once the Ceding Company has accepted the Reinsurer's final underwriting offer, then Facultative Reinsurance for the risk under this Agreement will become effective under this Agreement as described below in Article IV.C or Article IV.E, as applicable.

ARTICLE X

POLICY CONVERSIONS, OTHER CHANGES, AND TERMINATIONS

A. Conversions

A conversion is a policyholder's exercise of a contractual right to replace in-force coverage with a new permanent policy without evidence of insurability. Conversions from a policy reinsured under this Agreement will continue to be reinsured under this Agreement as follows:

1. The converted coverage under the new policy will be reinsured with the Reinsurer in the same proportion as was determined for the in-force coverage converted; and

2. Reinsurance Premiums for such converted coverage shall be calculated on a point-in-scale basis.

If the new policy was converted under the Conversion Option Rider from either (a) two single life policies reinsured under this Agreement; or (b) one single life policy reinsured under this Agreement and one newly underwritten life, to a last survivor policy, Reinsurance Premiums for both lives shall be calculated on a point-in-scale basis. The Reinsurance Premiums for both lives shall be calculated using the tables of Annual Rates per $1,000 of Reinsured Net Amount at Risk and table of YRT Reinsurance Rate Factors applicable to the earliest original coverage in accordance with the procedures set out in Exhibit I.

Conversions from a policy not reinsured under this Agreement shall not be reinsured under this Agreement.

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B. Increases and Decreases in Policy Face Amount

1. If the face amount of a policy reinsured under this Agreement increases and:

   a. The increase is subject to full underwriting, then the provisions of Article III shall apply to the increase in reinsurance and Reinsurance Premiums for the increase shall be based on new-business rates; or

   b. The increase is not subject to full underwriting, the Reinsurer will accept the increase, provided that:

      (1) If the policy was ceded automatically, the Ceding Company underwrote the full face amount (including all scheduled increases) in accordance with the terms of this Agreement (whether through Automatic Reinsurance or Automatic Processing); or

      (2) If the policy was ceded facultatively, the Ceding Company received approval from the Reinsurer for the full face amount (including all scheduled increases) at the time of facultative application.

Reinsurance Premiums for increases not subject to full underwriting shall be calculated on a point-in-scale basis.

   c. For increases in accordance with B.1.b, the Ceding Company's retention and the amount of risk ceded to the Reinsurer shall be determined for the increase at the time the increase goes into effect, as follows:

      (1) For increases in accordance with B.1.b (1), in accordance with Schedule B; or

      (2) For increases in accordance with B.1.b (2), the Ceding Company's retention and the amount of risk ceded to the Reinsurer shall be determined by mutual agreement of the Parties.

2. If the face amount of a policy reinsured under this Agreement decreases and:

   a. If the face amount of a policy that was previously increased is subsequently decreased, the decrease will be applied first to the increase with the latest effective date, and then to the increase with the next earlier effective date, and so forth as necessary, until applying any remaining decrease to the initial face amount of the policy.

   b. The Ceding Company's retention and the amount of risk ceded to the Reinsurer shall be determined at the time the decrease goes into effect, as follows:

      (1) For decreases under policies ceded automatically, in accordance with Schedule B; or

      (2) For decreases under policies ceded facultatively, the amount of the risk reinsured to the Reinsurer shall be reduced proportionately.

C. Policy Exchanges and Other Changes

A policy exchange is a new policy replacing an existing policy where the new policy is not fully

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underwritten. Exchanges from one single life policy reinsured under this Agreement to a different single life policy will be reinsured on a point-in-scale basis. Likewise, exchanges from one last survivor policy reinsured under this Agreement to a different last survivor policy will be reinsured on a point-in-scale basis.

Exchanges from a last survivor policy reinsured under this Agreement with the Last Survivor Exchange Option Rider or Twenty-Four (24) Month Exchange Rider to two single life policies will be reinsured, if both risks under the Last Survivor policy were fully underwritten (and neither was deemed to be uninsurable) and the total face amount of the two new Single Life policies does not exceed the face amount of the Last Survivor policy. In this event, the new Single Life policies shall be reinsured on a point-in-scale basis at the applicable single life rates. For each new policy after the exchange, the insurance will continue to be reinsured by the Reinsurer in the same proportions as set at issue of the original coverage.

If there is a contractual change in a policy reinsured under this Agreement that is not subject to full underwriting, other than the changes described above in Sections A and B, the insurance shall continue to be reinsured with the Reinsurer in the same proportions as the original coverage and Reinsurance Premiums for contractual changes shall be calculated on a point-in scale basis.

The Ceding Company shall notify the Reinsurer of any such changes in policies reinsured under this Agreement in its monthly reinsurance reports.

Exchanges made from a policy not reinsured under this Agreement shall not be reinsured under this Agreement.

D. Policy Terminations and Lapses

If a policy reinsured under this Agreement terminates, the reinsurance for the risk will terminate as of the effective date of policy termination. For a policy terminated due to the expiry of any grace period for an unpaid amount, the effective date of termination for such policy will be the date such unpaid amount was first due.

Notwithstanding the foregoing, if a policy is deemed to have terminated as a result of full acceleration of the death benefit, the corresponding reinsurance on the policy will continue as specified in Section IV.F.

If a policy reinsured under this Agreement lapses to extended term insurance under the terms of that policy, the corresponding reinsurance on the reinsured policy will continue on the same basis as the original reinsurance until the expiry of the extended term period.

If a policy reinsured under this Agreement lapses to reduced paid-up insurance under the terms of that policy, the amount of the corresponding reinsurance on the reinsured policy will be reduced according to the terms of Section 8.2.

If the Ceding Company allows a policy reinsured under this Agreement to remain in force under its automatic premium loan provisions, the corresponding reinsurance on the reinsured policy will continue unchanged and in force as long as such provisions remain in effect, except as otherwise provided in this Agreement.

E. Reduction in Retained Coverage on a Life

If any portion of the aggregate amount of insurance retained by the Ceding Company or its affiliates on an individual life reduces or terminates, the Ceding Company or its affiliates will

recalculate its retention on any remaining risk(s) in force on that life. The Ceding Company or its affiliates will not be required to retain an amount in excess of its retention limit for the age, mortality rating, and risk classification based on the applicable retention limit that was in effect at the time of issue for any risk. Unless provided for otherwise in the applicable reinsurance agreements, the Ceding Company or its affiliates will first recalculate the retention on the risk(s) having the same mortality rating as the terminated risk(s). Order of recalculation will secondarily be determined by effective date of the risk, oldest first.

F. Multiple Reinsurers

If reinsurance of a risk is shared by more than one reinsurer, the Reinsurer's percentage of any increased or reduced reinsurance will be the same as its initial percentage of the reinsurance for that risk unless specified otherwise in Schedule B or agreed upon by the Reinsurer.

G. Mortality Rating Changes

On Facultative Reinsurance, if the Ceding Company wishes to reduce the mortality rating or otherwise improve the risk class, such change shall be subject to the Reinsurer's approval. On Automatic Reinsurance, the Reinsurer shall accept this change if the change qualifies under the underwriting practices and guidelines described in Schedules C, D, or E, as applicable.

H. Rescission of Policy Coverage Prior to Death Claim

If a misrepresentation, misstatement, or omission on an application results in the Ceding Company's rescission of coverage, the Reinsurer shall refund to the Ceding Company any Reinsurance Premiums it received on that coverage. This refund shall be in lieu of any and all other reinsurance benefits payable on that coverage under this Agreement. The Reinsurer shall also reimburse the Ceding Company for its proportionate share of any non-routine expenses incurred by the Ceding Company in connection with the rescission. Such non-routine expenses shall include the costs of investigations and of obtaining financial and medical reports; they would not include the compensation of salaried officers and employees of the Ceding Company.

The Ceding Company shall promptly notify the Reinsurer in the event a rescission is challenged by legal action. The Ceding Company shall also furnish to the Reinsurer copies of all information related to such action.

Recognizing the urgent nature of these communications, within eight (8) business days of receipt of such information, the Reinsurer shall notify the Ceding Company in writing of the Reinsurer's decision whether or not it shall participate in the defense of the rescission. If the Reinsurer does not respond to the Ceding Company within such eight (8) business day period, the Reinsurer will be deemed to have elected to participate in the defense of the rescission.

If the Reinsurer elects or is deemed to have elected to participate in the defense of the rescission, the Reinsurer shall also reimburse the Ceding Company for its proportionate share of court costs and legal expenses incurred by the Ceding Company in connection with the defense of the rescission of coverage.

If a rescission of policy coverage is reversed and the policy coverage is restored to in-force status, any related reinsurance coverage under this Agreement shall also be restored upon the Ceding Company's payment to the Reinsurer of all applicable Reinsurance Premiums.

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SCHEDULE B
REINSURANCE SPECIFICATIONS
EFFECTIVE OCTOBER 1, 2008

AUTOMATIC REINSURANCE: The Ceding Company shall retain its available retention on each risk, defined below as the Retained Net Amount at Risk, subject to the applicable Ceding Company's Treaty Retention Limit shown in Exhibit II.

The Reinsurer will automatically reinsure a portion of the remainder of the risk, called the Reinsured Net Amount at Risk, as defined below in this Schedule B.

FACULTATIVE REINSURANCE: The Reinsurer will reinsure X% (as determined at issue) of the Total Net Amount at Risk for the risk.

TOTAL ALLOCATION LIMIT (TAL): As shown in Exhibit II.

CEDING COMPANY'S TREATY RETENTION LIMIT (CCTRL): As shown in Exhibit II.

CEDING COMPANY'S ALLOCATED RETENTION (CCAR): As shown in Exhibit II.

CURRENT RETENTION (CURRRET) = Current amount of life insurance retained by the Ceding Company and its affiliated companies on the life for in-force life insurance coverage. (For Last Survivor risks, see the Last Survivor Limits and Retention Worksheet in Exhibit II.)

REINSURER'S ALLOCATED RETENTION (REINSARET): As shown in Exhibit II.

REINSURER'S ATTACHMENT POINT (REINSAPT): As shown in Exhibit II.

NAR TYPE for the Plan of Insurance to be reinsured under this Agreement, as shown in Schedule A.

STEP 1 -- DETERMINE TOTAL NET AMOUNT AT RISK FOR THE COVERAGE*

TOTAL NET AMOUNT AT RISK (TOTNAR) =

For NAR TYPE A, Death Benefit minus the Account Value.

For NAR TYPE B, Death Benefit minus the Working Reserve, where

Working Reserve = (i) x (ii) / (iii), and

Allocated Retention Pool -- Effective 10/01/2008
Between HLAIC and TLIC
Amendment 7 -- Effective 10/01/2008

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STEP 1 -- DETERMINE TOTAL NET AMOUNT AT RISK FOR THE COVERAGE* (CONTINUED)

STEP 2 -- DETERMINE NET AMOUNT AT RISK FOR EACH "LAYER" OF COVERAGE

STEP 3 -- DETERMINE THE NAR FOR THE CEDING COMPANY AND THEN FOR THE REINSURER

REINSURED NET AMOUNT AT RISK (REINSNAR) = REINSQS2% X NAR2 + REINSQS3% X NAR3

NOTE: For ReinsQS2% and ReinsQS3%, round percentages to 2 decimal places. (This rounding may cause slight increases or decreases in the amounts allocated to each Party.)

Allocated Retention Pool -- Effective 10/01/2008
Between HLAIC and TLIC
Amendment 7 -- Effective 10/01/2008

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MINIMUM FACULTATIVE REINSURANCE APPLICATION:

LEAD REINSURER:

Allocated Retention Pool -- Effective 10/01/2008
Between HLAIC and TLIC
Amendment 7 -- Effective 10/01/2008

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SCHEDULE F
POLICIES ELIGIBLE FOR REINSURANCE UNDER THIS AGREEMENT
EFFECTIVE OCTOBER 1, 2008

The following categories of policies are eligible for reinsurance under this Agreement:

<Table>
<Caption>

CATEGORY #	CATEGORY DESCRIPTION
1	Policies issued on or after March 1, 2009
2	Policies issued from the Effective Date of this Agreement through February 28, 2009 that were eligible for automatic reinsurance under one of the following Ceding Company reinsurance pools: i. Single Life Excess Pool effective November 1, 2002 ii. Advanced UL Pool effective September 1, 2004; iii. Last Survivor Excess Pool effective January 1, 2002; and iv. Advanced Last Survivor UL Pool effective January 1, 2005, but that were fully retained by the Ceding Company at the time of processing (see Note below). Notwithstanding the foregoing, fully retained policies issued during this period in which the insured has a subsequent policy that is partially or fully ceded to another pool (including the Hartford Term Pool effective April 10, 2006) will not be eligible for reinsurance under this Agreement.

</Table>

NOTE:

The Ceding Company completed the processing of Category 2 business in July 2009. At the time of processing, the Ceding Company paid the Reinsurer Reinsurance Premiums for all policies in Category 2 back to each policy's effective date.

Allocated Retention Pool -- Effective 10/01/2008
Between HLAIC and TLIC
Amendment 7 -- Effective 10/01/2008

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EXHIBIT VII

REINSURANCE REPORTS
EFFECTIVE OCTOBER 1, 2008

REPORT		ACCOUNTING PERIOD	DUE DATE
1.	New Business* (New issues only -- first time policy reported to the Reinsurer)	Monthly	30th day after month end
2.	Renewal Business* (Policies with renewal dates within the Accounting Period)	Monthly	30th day after month end
3.	Changes & Terminations* (includes conversions, replacements reinstatements, increases, decreases, recaptures, lapses, claims, etc.)	Monthly	30th day after month end
4.	lnforce List (Listing of each policy in force)	Monthly	30th day after month end
5.	Statutory Reserves	Quarterly	30th day after quarter end
6.	Policy Exhibit	Monthly	30th day after month end

----

* Policy record details for new business, renewal business, and changes and terminations (Reports 1, 2, and 3 above) may be reported as separate reports or combined into one report, provided the required data elements continue to be satisfied.

REPORTING SYSTEM:

The system used by the Ceding Company to administer its reinsurance is: TAI.

NOTE:

Certain policy transactions, such as increases, are coded in the policy administration system as riders, although they do not correspond to filed rider forms.

<Page>
MINIMUM DATA REQUIREMENTS

INFORCE AND TRANSACTION FILE

COMPANY	IDENTIFIES THE CEDING COMPANY
Policy	Policy number which is part of the policy key
Coverage/rider	Coverage number which is part of the policy key. This number is used to identify specific policy coverage.
Cession ID	This field contains the number assigned to this cession by the Reinsurer
Transaction Sequence	This field indicates the transaction record(s) created during the month.
Line of Business	This field indicates the line of business the policy falls under.
Reinsurance Company	Two character reinsurance company ID code that identifies the Reinsurer.
Reporting Company	Identifies the company used for reporting purposes. Will be the same as the Reinsurance Company.
Transaction Type	Identifies the type of transaction being reported on the Transaction extract.
Transaction Count	This field is used on the Transaction extract to identify the addition or termination of a cession.
Reinsurance From Date	This field contains the beginning date of the period covered by this record. The premiums on the Transaction record cover the period beginning with the From Date through the To Date.
Reinsurance To Date	This field contains the end date of the period covered by a record.
Date Reported	On the Transaction extract, this is the month the transaction was reported.
Mode	Identifies the mode of reinsurance premium payment.
Policy Duration	The duration at issue is 01.
Reinsurance Duration	Contains the reinsurance duration. It may differ from the policy duration if the cession is a continuation.
Cession Number	Hartford does not currently use. Defaults to spaces.
Policy Date	This field contains the effective date of the policy.
Reinsurance Date	This field contains the effective date of the reinsurance. For most cessions it is the same as the Policy Date. For continuations, it contains the effective date

	of the original coverage.
Issue State	This field contains a two-letter abbreviation of the state or province of issue. Used to determine unisex rates.
Resident State	This field contains a two-letter abbreviation of the state or province of issue. Used to compute premium tax reimbursement if applicable.
Joint Type	Identifies Joint business type

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COMPANY	IDENTIFIES THE CEDING COMPANY
<S>	<C>
Joint Age	Used for joint coverages using a joint equivalent age for rate searches.
Auto/Fac Indicator	Indicates whether the policy is ceded on an Automatic or Facultative basis.
Death Benefit Option	This field contains the option chosen by the insured for death proceeds payment.
Participation code	This field indicates whether the business is Non Participating (N) or Participating (P).
Issue Type	Identifies how a cession was issued. (New business or Continuation)
Underwriting Method	Identifies the type of underwriting used to issue the coverage.
Treaty Number	This field contains the TAI system treaty number
Reinsurance Type	This field is a one-character code that identifies the type of reinsurance. (Y=YRT, C=Coinsurance & M=Modco.)
Plan	This field contains the coverage plan code.
Product code	This field contains the product type code.
Product code 1	For Joint Life policies, this field contains the product type code for Insured 1.
Product code 2	For Joint Life policies, this field contains the product type code for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Currency Code	This field identifies the currency. (USD or CND if applicable)
Last Name -- 1	This field contains the insured's last name. For Joint Life policies, this field contains the last name for Insured 1. (Maximum of 20 characters)
First Name -- 1	This field contains the insured's first name. For Joint Life policies, this field contains the first name for Insured 1. (Maximum of 15 characters)
Middle Initial -- 1	This field contains the insured's middle initial. For Joint Life policies, this field contains the middle initial for Insured 1. (1 character)
Client ID -- 1	This field contains the unique client ID for an insured used to connect lives when calculating retention on a life. For Joint Life policies, this field indicates the client ID for Insured 1. (Maximum of 20 characters)
Insured Status -- 1	This field indicates the insured's coverage status. For Joint Life policies, this field indicates the insured's coverage status for Insured 1.
DOB -- 1	This field contains the insured's date of birth. For Joint Life policies, this field contains the date of birth for Insured 1.
Sex -- 1	This field is used to identify the sex of the insured. For Joint Life policies, this field contains the sex of Insured 1.
Pricing Sex -- 1	This field contains the sex used to compute premiums and allowances. For Joint Life policies, this field contains the pricing sex of Insured 1.
Age -- 1	This field contains the insured's issue age. For Joint Life policies, this field contains the issue age for Insured 1.

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COMPANY	IDENTIFIES THE CEDING COMPANY
<S>	<C>
Class -- 1	This field contains the company's rating of standard or preferred and the smoker class. For Joint Life policies, this field contains the class for Insured 1.
Mortality -- 1	This field contains the insured's mortality rating. For Joint Life policies, this field contains the mortality rating for Insured 1.
Mortality Duration -- 1	This field contains the duration of the insured's mortality rating. For Joint Life policies, this field contains the duration of the mortality rating for Insured 1.
Temp Flat -- 1	This field contains the temporary flat extra per 1000. For Joint Life policies, this field contains the temporary flat extra per 1000 for Insured 1.
Temp Duration -- 1	This field contains the number of years that the temporary flat extra rating is

	being charged. For Joint Life policies, this field contains the number of years that the flat extra rating is being charged for Insured 1.
Perm Flat -- 1	This field contains the permanent flat extra per 1000. For Joint Life policies, this field contains the permanent flat extra per 1000 for Insured 1.
Perm Duration -- 1	This field contains the number of years that the permanent flat extra rating is being charged. For Joint Life policies, this field contains the number of years that the flat extra rating is being charged for Insured 1.
Last Name -- 2	This field contains the insured's last name. For Joint Life policies, this field contains the last name for Insured 2. (If this is not a Joint Life policy, this field will be blank.) (Maximum of 20 characters)
First Name -- 2	This field contains the insured's first name. For Joint Life policies, this field contains the first name for Insured 2. (If this is not a Joint Life policy, this field will be blank.) (Maximum of 15 characters)
Middle Initial -- 2	This field contains the insured's middle initial. For Joint Life policies, this field contains the middle initial for Insured 2. (If this is not a Joint Life policy, this field will be blank.) (1 character)
Client ID -- 2	This field contains the unique client ID for an insured used to connect lives when calculating retention on a life. For Joint Life policies, this field indicates the client ID for Insured 2. (If this is not a Joint Life policy, this field will be blank.) (Maximum of 20 characters)
Insured Status -- 2	This field indicates the insured's coverage status. For Joint Life policies, this field indicates the insured's coverage status for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
DOB -- 2	This field contains the insured's date of birth. For Joint Life policies, this field contains the date of birth for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Sex -- 2	This field is used to identify the sex of the insured. For Joint Life policies, this field contains the sex of Insured 2. (If this is not a Joint Life policy, this field will be blank.)

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<Caption>

COMPANY <S>	IDENTIFIES THE CEDING COMPANY <C>
Pricing Sex -- 2	This field contains the sex used to compute premiums and allowances. For Joint Life policies, this field contains the pricing sex of Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Age -- 2	This field contains the insured's issue age. For Joint Life policies, this field contains the issue age for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Class -- 2	This field contains the company's rating of standard or preferred and the smoker class. For Joint Life policies, this field contains the class for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Mortality -- 2	This field contains the insured's mortality rating. For Joint Life policies, this field contains the mortality rating for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Mortality Duration -- 2	This field contains the duration of the insured's mortality rating. For Joint Life policies, this field contains the duration of the mortality rating for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Temp Flat -- 2	This field contains the temporary flat extra per 1000. For Joint Life policies, this field contains the temporary flat extra per 1000 for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Temp Duration -- 2	This field contains the number of years that the temporary flat extra rating is being charged. For Joint Life policies, this field contains the number of years that the flat extra rating is being charged for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Perm Flat -- 2	This field contains the permanent flat extra per 1000. For Joint Life policies, this field contains the permanent flat extra per 1000 for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Perm Duration -- 2	This field contains the number of years that the permanent flat extra rating is being charged. For Joint Life policies, this field contains the number of years that the flat extra rating is being charged for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Policy Face Amount	Indicates the face amount of the total policy.
Retained Amount	This field contains the amount retained on this policy coverage, not on the life.
Ceded Amount	This field contains the policy amount ceded to a specific reinsurer.
Net Amount at Risk	This field contains the reinsured net amount at risk (NAR) for a specific reinsurer.
Benefit Mortality	ADB or Waiver mortality.
Premium	This field contains the reinsurance premium.
Allowance	This field contains the reinsurance allowance.
Flat extra type	This field indicates whether there is a temporary flat extra (T) or a permanent

	flat extra (P) being charged.
Premium Tax	If premium tax is reimbursed, this field contains the tax amount.
Cash Value	If applicable, this field is used to recover coinsured cash values from the Reinsurer.
Benefit	If applicable, this field is used to recover benefits from the Reinsurer.

</Table>

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<Table>
<Caption>

COMPANY	IDENTIFIES THE CEDING COMPANY
<S>	<C>
Dividend	If applicable, this field contains the reinsurer's share of the direct dividend.
Policy Fee	This field contains the reinsurance policy fee.
Continuation Original Company	This field indicates the ceding company on the original policy. (Used for conversions only.)
Continuation Original Policy	This field indicates the policy number for the original policy. (Used for conversions only.)
Continuation Original Coverage/Rider	This field indicates the coverage/rider for the original policy. (Used for conversions only.)
Message	An informational message may be manually added to a policy by the Ceding Company.
Image switch	Hartford does not currently use. Defaults to spaces.
Policy Fee Allowance	This field contains the reinsurance policy fee allowance.
Location Code	Hartford does not currently use. Defaults to spaces.
Treaty Reference Number	Upon request, this field contains the Reinsurer's treaty number.
Claim	Hartford does not currently use. Defaults to spaces.
Policy Status	This field identifies the status of the cession.
Policy Master Smoker -- 1	Policy smoker class on direct policy. For Joint Life policies, this field contains the policy master smoker class for Insured 1.
Policy Master Smoker -- 2	Policy smoker class on direct policy. For Joint Life policies, this field contains the policy master smoker class for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Policy Effective Date	This field contains the issue date of the policy.
Policy Application Date	This field indicates the date the insured signed the application.
NAR Type	This field indicates the method used in determining the Total Net Amount at Risk (as defined in Schedule B).

</Table>

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POLICY EXHIBIT FILE*

<Table>
<Caption>

COMPANY	IDENTIFIES THE CEDING COMPANY
<S>	<C>
Policy	Policy number which is part of the policy key.
Coverage/rider	Coverage number which is part of the policy key. This number is used to identify a specific policy coverage.
Cession ID	This field contains the number assigned to this cession by the Reinsurer.
Line of Business	This field indicates the line of business the policy falls under.
Report Date	This is the month the transaction was reported.
Reinsurance Company	Two character reinsurance company ID code that identifies the Reinsurer.
Reporting Company	Identifies the company used for reporting purposes. Will be the same as the Reinsurance Company.
Treaty Number	This field contains the TAI system treaty number.
Transaction Type	Identifies the type of transaction being reported on the Transaction extract.
Policy Count	Each New Business, Continuation & Reinstatement will be assigned a count of 1, Terminations will be assigned -- 1 and Renewals/NAR changes will be assigned 0.
Base Ceded Amount	This field contains the policy base amount ceded.
ADB ceded Amount	This field contains the policy ADB amount ceded.
Waiver Ceded Amount	This field contains the policy waiver amount ceded.
Net Amount at Risk	The reinsured net amount at risk (NAR).
Plan	This field contains the coverage plan code.
Auto/Fac Indicator	Indicates whether the policy is ceded on an Automatic or Facultative basis.

Reinsurance Type	This field is a one-character code that identifies the type of reinsurance. (Y=YRT, C=Coinsurance & M=Modco.)
Currency Code	This field identifies the currency. (USD or CND if applicable)

</Table>

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* The Policy Exhibit will include a summary of reinsurance movement for a given period categorized by transactions type. This summary provides the Cession Count, Ceded Amount and Net Amount at Risk at the beginning of the reporting period, a summary of the transactions occurring during the report period as well as what is in force as of the ending of the report period.

<Page>

RESERVE FILE

<Table>
<Caption>

COMPANY	IDENTIFIES THE CEDING COMPANY
<S>	<C>
Policy	Policy number which is part of the policy key
Coverage/rider	Coverage number which is part of the policy key. This number is used to identify a specific policy coverage.
Cession ID	This field contains the number assigned to this cession by the Reinsurer
Benefit Type	This field is the reserve type. 1 = Life, 2=ADB, 3=Waiver, 4=Flat Extras, 5=Substandard
Calc Method	Hartford's TAI Valuation Method 1=Frasier Reserve+ 1/2 cx, E=Coinsurance Reserve, H=Half Premium, L=Factor FLX1, X=1/2 cx
Reinsurance Company	Two character reinsurance company ID code that identifies the Reinsurer.
Reporting Company	Identifies the company used for reporting purposes. Will be the same as the Reinsurance Company.
Line of Business	This field indicates the line of business the policy falls under. (L=Life)
Treaty Number	This field contains the TAI system treaty number
Plan	This field contains the coverage plan code.
Auto/Fac Indicator	Indicates whether the policy is ceded on an Automatic or Facultative basis.
Product code	This field contains the product type code.
Joint Type	Identifies Joint business Type
Joint Method Switch	Identifies TAI Frasier method calculation
Mode	Identifies the mode of reinsurance premium payment.
Cession Status	This field identifies the status of the cession.
Reinsurance Type	This field is a one-character code that identifies the type of reinsurance.
Duration	Contains the reinsurance duration. It may differ from the policy duration if the cession is a continuation.
Participation code	This field indicates whether the business is Non participating (N) or Participating (P).
Issue Date	This field contains the effective date of the policy.
Reinsurance To Date	This field contains the end date of the period covered by a record.
Policy Face Amount	Indicates the face amount of the total policy.
Ceded Amount	This field contains the policy amount ceded to a specific reinsurer
Net Amount at Risk	This field contains the reinsured net amount at risk (NAR) for a specific reinsurer.
Premium	This field contains the reinsurance premium.
Reserve Percent	Value appears on Coinsurance business only
Cession Count	Cession count only appears under Life (Base), not benefits.
Age Basis	Nearest/Closest (C), Last (L), Next (N)
Insured Status -- 1	This field indicates the insured's coverage status. For Joint Life policies, this field indicates the insured's coverage status for Insured 1.

</Table>

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<Table>
<Caption>

COMPANY	IDENTIFIES THE CEDING COMPANY
<S>	<C>
Age -- 1	This field contains the insured's issue age. For Joint Life policies, this field contains the issue age for Insured 1.

Class -- 1	This field contains the company's rating of standard or preferred and the smoker class. For Joint Life policies, this field contains the class for Insured 1.
Sex -- 1	This field is used to identify the sex of the insured. For Joint Life policies, this field contains the sex of Insured 1.
Mortality -- 1	This field contains the insured's mortality rating. For Joint Life policies, this field contains the mortality rating for Insured 1.
Insured Status -- 2	This field indicates the insured's coverage status. For Joint Life policies, this field indicates the insured's coverage status for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Age -- 2	This field contains the insured's issue age. For Joint Life policies, this field contains the issue age for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Class -- 2	This field contains the company's rating of standard or preferred and the smoker class. For Joint Life policies, this field contains the class for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Sex -- 2	This field is used to identify the sex of the insured. For Joint Life policies, this field contains the sex of Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Mortality -- 2	This field contains the insured's mortality rating. For Joint Life policies, this field contains the mortality rating for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Reserve	Statutory or Tax Reserve for each coverage.
Reserve Interest Rate	This field identifies the Interest Rate used when calculating reserves.
Reserve Factor	Applicable Mortality Basis YRT Factor
Factor Pointer	TAI specific field to identify applicable mortality table used when calculating reserves.
Attained Age	TAI specific field. Default is 1
Setback	TAI specific field. Default is zero
Class Switch	TAI specific field. Valuation Class (D=Distinct)
Curtate Switch	This field indicates whether reserves are on a curtate or continuous basis.
Caption	Hartford's TAI Valuation Method
Error Code	Informational field used by Hartford -- Usually Blank
Reserve Class 1	This field contains insured's smoker class. For Joint Life policies, this field contains the class for Insured 1.
Reserve Class 2	This field contains insured's smoker class. For Joint Life policies, this field contains the class for Insured 2. (If this is not a Joint Life policy, this field will be blank.)
Currency Code	This field identifies the currency. (USD or CND if applicable)
Valuation Interest Pointer	TAI assigned field that is used to read applicable interest rates when calculating 1/2 cx reserves.
NAR Type	This field indicates the method used in determining the Total Net Amount at Risk (as defined in Schedule B).

</Table>

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AMENDMENT 8
EFFECTIVE SEPTEMBER 1, 2010

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM
REINSURANCE AGREEMENT
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

TRANSAMERICA LIFE INSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to confirm the Reinsurer's coverage for policies issued under the Issue First policy issuance program.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Article III is hereby amended to include the following paragraph following

Section III.A.:

Notwithstanding the above, all policies issued under the Issue First program shall be deemed automatically reinsured. Issue First is a policy issuance program administered by the Ceding Company, under which a policy can be issued before the underwriting process has been completed. The Ceding Company shall provide notice to the Reinsurer of any material changes to the program.

3. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

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In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

TRANSAMERICA LIFE INSURANCE COMPANY

(As Successor to Transamerica Occidental Life lnsurance Company)
by its Administrator and Attorney-in-Fact
SCOR Global Life Americas Reinsurance Company

on	January 25, 2012		
Signature	/s/ Glenn Cunningham	Signature	/s/ Robin S. Blackwell
Name in Text	Glenn Cunningham	Name in Text	Robin S. Blackwell
Title:	Executive Vice President SCOR Global Life Americas Reinsurance Company	Title:	Assistant Vice President SCOR Global Life Americas Reinsurance Company

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

By:	/s/ Paul Fischer	Attest:	/s/ Michael J. Roscoe
Name:	Paul Fischer	Name:	Michael J. Roscoe
Title:	Assistant Vice President and Actuary	Title:	Senior Vice President and Actuary
Date:	May 23, 2012	Date:	6/5/2012

<Page>

AMENDMENT 9
EFFECTIVE OCTOBER 1, 2008

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM REINSURANCE AGREEMENT
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

TRANSAMERICA LIFE INSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer now wish to amend the Agreement to include certain policies which

- Were issued between October 1, 2008 and February 28, 2009; and
- Were part of replacement transactions; and
- At time of issue did not satisfy the criteria for rollover processing and did not qualify for reinsurance under the Agreement; and
- Now qualify for reinsurance under the Agreement.

NOW, THEREFORE for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. The Ceding Company shall cede and the Reinsurer shall accept, on an Automatic Reinsurance basis, the risk on the policies listed in the table, below, effective as of the reinsurance effective dates specified, in accordance with the terms of this Agreement; and

3. Reinsurance Premiums for such policies shall be calculated from their effective dates in accordance with Exhibit 1.

4. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

<Page>
In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below, with an effective date of October 1, 2008.

TRANSAMERICA LIFE INSURANCE COMPANY
by its Administrator and Attorney-in-Fact
SCOR Global Life US Re Insurance Company

<Table>

<S>	<C>	<C>	<C>
on	August 31, 2011		
Signature	/s/ Glenn Cunningham	Signature	/s/ Robin S. Blackwell
Name in Text	Glenn Cunningham	Name in Text	Robin S. Blackwell
Title:	Executive Vice President	Title:	Assistant Vice President
	SCOR Global Life US Re Insurance Company		SCOR Global Life US Re Insurance Company

</Table>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Paul Fischer	Attest:	/s/ Michael Roscoe
Name:	Paul Fischer, FSA, MAAA	Name:	Michael Roscoe, FSA, MAAA
Title:	Assistant Vice President and Actuary	Title:	Senior Vice President
	Individual Life Product Management		Individual Life Product Management
Date:	May 21, 2012	Date:	5/22/2012

</Table>

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AMENDMENT 10
EFFECTIVE OCTOBER 3, 2011

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM REINSURANCE AGREEMENT
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

TRANSAMERICA LIFE INSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to amend the Agreement to reflect that the following Products and Riders were added to the Agreement as of the Effective Date shown for each on Schedule A:

- Hartford Founders Plus UL

- Hartford Founders Plus UL Extended Value Option

- DisabilityAccess Rider

- LongevityAccess Rider

- LifeAccess Care Rider

- Joint LifeAccess Rider, and

WHEREAS, the Ceding Company and the Reinsurer wish to revise Schedule A to include the effective date on which each Base Policy and Rider was added to the Agreement and to amend the description of certain Riders with such descriptions being effective from the Effective Date shown for each on Schedule A.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Schedule A is deleted in its entirety and replaced with the attached revised Schedule A.

3. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

<Page>
In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

TRANSAMERICA LIFE INSURANCE COMPANY
by its Administrator and Attorney-in-Fact
SCOR Global Life US Re Insurance Company

<Table>

<S>	<C>	<C>	<C>
on	September 12, 2011		
Signature	/s/ Glenn Cunningham	Signature	/s/ Robin S. Blackwell
Name in Text	Glenn Cunningham	Name in Text	Robin S. Blackwell
Title:	Executive Vice President SCOR Global Life US Re Insurance Company	Title:	Assistant Vice President SCOR Global Life US Re Insurance Company

</Table>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Paul Fischer	Attest:	/s/ Michael Roscoe
Name:	Paul Fischer, FSA, MAAA	Name:	Michael Roscoe, FSA, MAAA
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Senior Vice President Individual Life Product Management
Date:	May 23, 2012	Date:	5/31/12

</Table>

<Page>

SCHEDULE A
PLANS OF INSURANCE COVERED UNDER THIS AGREEMENT
EFFECTIVE OCTOBER 3, 2011

SINGLE LIFE PLANS OF INSURANCE

BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
Stag UL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Bicentennial UL Founders	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford UL CV	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Wall Street VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Protector II VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Legacy	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Stag Accumulator II VUL	1980 CSO M/F Unismoke Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Liberty (a)	1980 CSO M/F Unismoke Ultimate ANB	A	10/01/2008
Hartford Leaders VUL Liberty (b)	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Life Solutions II UL (a)	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Life Solutions II UL (b)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Advanced Universal Life	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Freedom (a)	2001 CSO M/F S/NS Ultimate ANB	B	10/01/2008
Hartford Bicentennial UL Freedom (b)	2001 CSO M/F S/NS Ultimate ANB	A	07/01/2010
Hartford Quantum II VUL (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Quantum II VUL (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Bicentennial UL Founders II	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Bicentennial UL Founders II Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Frontier Indexed Universal Life	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Frontier Indexed Universal Life Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Founders Plus UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011

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*   NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
Primary Term Insured Rider	10/01/2008
Other Covered Insured Term Life Rider	10/01/2008
Cost of Living Adjustment (COLA) Rider	10/01/2008

NOTE: NAR Type for term riders above is C. For COLA Rider, NAR Type follows Base Policy to which it is attached.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
Accidental Death Benefit (ADB) Rider	10/01/2008
Accelerated Benefit Rider (ABR)	10/01/2008

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE (CONTINUED)	EFFECTIVE DATE**
LifeAccess Accelerated Benefit Rider (LAABR)	10/01/2008
Policy Continuation Rider	10/01/2008
Policy Protection Rider (PPR)	10/01/2008
Enhanced No Lapse Guarantee Rider	10/01/2008
Lifetime No Lapse Guarantee Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Conversion Option Rider	10/01/2008
Overloan Protection Rider	10/01/2008
Waiver of Specified Amount (WSA) Rider	10/01/2008
Waiver of Monthly Deductions (WMD) Rider	10/01/2008
Children's Life Insurance Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Estate Tax Repeal Benefit Rider	10/01/2008
Modified Surrender Value Rider	10/01/2008
Cash Surrender Value Endorsement	10/01/2008
Automatic Premium Payment Rider	10/01/2008
Additional Premium Rider	10/01/2008
Qualified Plan Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
DisabilityAccess Rider (DAR)	08/11/2009
LongevityAccess Rider	03/14/2011
LifeAccess Care Rider	04/11/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING ADDITIONAL DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Primary Insured Term Rider: Provides additional level term life coverage on the base policy insured.

Other Covered Insured Term Life Rider: Provides level term life coverage on an insured other than the base policy insured.

Cost of Living Adjustment (COLA) Rider: Provides for biennial face amount increases, without underwriting, based on increases in the Consumer Price Index. The maximum amount of any single increase is $50,000. Any increase can be declined by the policyholder, which stops future increases. Available only at issue and only for non-substandard issue ages 0 through 60.

<Page>
RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE:

Accidental Death Benefit Rider: Pays an additional death benefit if the death on the insured is caused by a qualifying accident.

Accelerated Benefit Rider: Provides the policyholder up to 100% of the death benefit, discounted with interest, if the insured's life expectancy is 12 months or less. After acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk as described in Schedule B, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Accelerated Benefit Rider (LAABR): Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements. In accordance with Schedule B, during and after acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to acceleration, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

Policy Continuation Rider: Intended to prevent the lapse of highly loaned policies.

Policy Protection Rider: Protects the death benefit of the base policy and any primary insured term rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Enhanced No Lapse Guarantee Rider: Provides that the policy will not lapse as long as cumulative premiums paid less indebtedness less withdrawals are greater than or equal to the cumulative no lapse guarantee premiums. Length of guarantee varies by issue age.

Lifetime No Lapse Guarantee Rider: Same as Enhanced No Lapse Guarantee Rider but with lifetime guarantee.

Guaranteed Minimum Accumulation Benefit (GMAB) Rider: Provides, at the end of the GMAB Guarantee Period (usually 20 years), that the policy Account Value will be increased, if necessary, to equal the sum of gross premiums paid to that date. There is a small monthly charge and a minimum cumulative premium requirement to keep the rider in force.

Paid-Up Life Insurance Rider: Similar to the GMAB rider, with the same Guarantee Period, a monthly charge, and a cumulative premium requirement. At end of the Guarantee Period, the owner may elect to change coverage to paid-up life using the Account Value as a 5% NSP to determine the amount of coverage; however, the amount of coverage will never be lower than the sum of gross premiums paid to that date. Once elected, premiums are no longer payable.

Conversion Option Rider: During certain policy years and prior to the insured's attained age 70, the policy may be converted, without evidence of insurability, to any permanent plan of life insurance the Ceding Company then makes available for conversions of this policy.

Overloan Protection Rider: Protects a policy from terminating due to overloan.

Waiver of Specified Amount (WSA) Rider: Waives a specified amount monthly while the insured is disabled.

Waiver of Monthly Deductions (WMD) Rider: Waives monthly deduction amounts while the insured is disabled.

Children's Life Insurance Rider: Provides level term life coverage for each child of the insured.

Foreign Travel Exclusion Rider: Provides a limited death benefit (Account Value less indebtedness) if the insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Estate Tax Repeal Benefit Rider: Pays the policy Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Modified Surrender Value Rider: Changes the Cash Surrender Value definition (to equal the Account Value) if the policy is surrendered within 3 years after the policy issue date.

Cash Surrender Value Endorsement: Provides for enhanced Cash Surrender Value (equal to the current Account Value) in the event of policy surrender in the first 4 policy years, unless the policy is exchanged under Section 1035 to another company's policy.

Automatic Premium Payment Rider: Provides for any Scheduled Premium due and unpaid by the end of any Policy Grace Period to be paid by an automatic deduction from the Account Value, if the Account Value exceeds the Guaranteed Cash Value.

Additional Premium Rider: Allows additional premium amounts to be paid at the same payment intervals as scheduled premiums.

Qualified Plan Rider: Indicates that the policy is owned by a qualified plan, details the policy owner's reporting responsibilities to the Ceding Company, and describes features and activities that are unavailable when the policy is owned by a Qualified Plan.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

DisabilityAccess Rider (DAR): Pays a monthly benefit upon disability of the primary insured on the life insurance policy to which it is attached. The amount of monthly benefit is permanently set at rider issue and is limited to a 24-month benefit period. The maximum monthly benefit amount is $5,000; it is further limited to 2% of the initial face amount or 30% of monthly income at policy issue. The minimum monthly benefit is $1,000.

LongevityAccess Rider: Provides for monthly benefits (up to 1% of death benefit) when the insured reaches age 90 and meets the rider's eligibility requirements. Includes a residual death benefit of 10% of the death benefit prior to withdrawals. In accordance with Schedule B, during and after withdrawals, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to withdrawals, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Care Rider: Similar to the LifeAccess Accelerated Benefit Rider, but filed as a health product in some states. Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements.

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LAST SURVIVOR PLANS OF INSURANCE

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BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
<S>	<C>	<C>	<C>
Hartford Leaders VUL Joint Legacy	2001 CSO MIF SINS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Joint Legacy II	2001 CSO MIF SINS Ultimate ANB	A	10/01/2008
Hartford Advanced Last Survivor UL	2001 CSO MIF SINS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom	2001 CSO MIF SINS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom II (a)	2001 CSO MIF SINS Ultimate ANB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom II (b)	2001 CSO MIF SINS Ultimate ANB	A	07/01/2010

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* NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

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RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
<S>	<C>
Estate Protection Rider (NAR Type is C)	10/01/2008

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
<S>	<C>
LS Exchange Option Rider	10/01/2008
Policy Protection Rider	10/01/2008
Estate Tax Repeal Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
Joint LifeAccess Rider	01/31/2011

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RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Estate Protection Rider: This rider provides last survivor level term life insurance on the base policy insureds for three years.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE:

LS Exchange Option Rider: Allows a Last Survivor policy to be split into two Single Life policies, without new evidence of insurability, if divorce, business dissolution, or estate-tax repeal or reduction occurs. The face amount of each new Single Life policy will equal one half of the Last Survivor policy face amount. Upon a split, reinsurance will continue at point-in-scale rates for each single life, as documented in Section X.C. (This rider is not available when one of the insureds is uninsurable or above Table H.)

Policy Protection Rider: Protects the death benefit of the base policy and any Estate Protection Rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Estate Tax Repeal Rider: Will pay the Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Foreign Travel Exclusion: Provides a limited death benefit (Account Value less indebtedness) if either insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Guaranteed Minimum Accumulation Benefit Rider and Paid-Up Life Insurance Rider: Same as Single Life riders.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

Joint LifeAccess Rider: Similar to the LifeAccess Accelerated Benefit Rider. Available only on Last Survivor products where the benefit will be payable for the last surviving insured if chronically ill or if both insureds are concurrently chronically ill.

AMENDMENT 11
EFFECTIVE OCTOBER 1, 2008

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM REINSURANCE AGREEMENT
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

TRANSAMERICA LIFE INSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer (collectively, the "Parties") agree that the Agreement was implemented using YRT Reinsurance Rate Factors ("Factors") which proved to be incorrect; and

WHEREAS, the Parties have agreed to incorporate revised Factors as shown in the attached Exhibit IV as of October 1, 2008; and

WHEREAS, the Parties now wish to recalculate all billing transactions from October 1, 2008 using the revised Factors; and

WHEREAS, the Ceding Company shall alter its administrative systems to enable the recalculation of premium.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Exhibit IV is deleted in its entirety and replaced with the attached revised Exhibit IV.

3. The Ceding Company shall recalculate all billing transactions from October 1, 2008 and pay the Reinsurer accordingly.

4. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

<Page>
In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

TRANSAMERICA LIFE INSURANCE COMPANY
by its Administrator and Attorney-in-Fact
SCOR Global Life Americas Reinsurance Company

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Glenn Cunningham	Attest:	/s/ Robin S. Blackwell
Name:	Glenn Cunningham	Name:	Robin S. Blackwell
Title:	Executive Vice President SCOR Global Life Americas Reinsurance Company	Title:	Assistant Vice President SCOR Global Life Americas Reinsurance Company
Date:	April 4, 2012	Date:	April 6, 2012

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Paul Fischer	Attest:	/s/ Michael Roscoe
Name:	Paul Fischer, FSA, MAAA	Name:	Michael Roscoe, FSA, MAAA
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Senior Vice President Individual Life Product Management
Date:	May 21, 2012	Date:	5/22/2012

</Table>

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EXHIBIT IV
YRT REINSURANCE RATE FACTORS
EFFECTIVE OCTOBER 1, 2008

FOR SINGLE LIFE AND LAST SURVIVOR PLANS OF INSURANCE
AND
FOR AUTOMATIC AND FACULTATIVE REINSURANCE

YRT REINSURANCE RATE FACTORS (SEE EXHIBIT I FOR USAGE)

FOR YEARS OF COVERAGE 1-10

FOR YEARS OF COVERAGE 11-20

FOR YEARS OF COVERAGE 21 AND LATER

<Page>

AMENDMENT 12
EFFECTIVE MARCH 1, 2012

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM
REINSURANCE AGREEMENT
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

TRANSAMERICA LIFE INSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to restate the definition of Working Reserve for the Reinsured Net Amount at Risk to reflect that it is the approximate value of the reserve net of other reinsurance arrangements held by the Ceding Company; and

WHEREAS, the Ceding Company and the Reinsurer wish to acknowledge that Hartford Bicentennial UL Freedom and Hartford Bicentennial UL Joint Freedom II will now use NAR Type B only.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Schedule A is hereby deleted in its entirety and replaced with the attached, revised Schedule A.

3. Schedule B is hereby deleted in its entirety and replaced with the attached, revised Schedule B.

4. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

<Page>

In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

TRANSAMERICA LIFE INSURANCE COMPANY
by its Administrator and Attorney-in-Fact
SCOR Global Life Americas Reinsurance Company

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Glenn Cunningham	Attest:	/s/ Robin S. Blackwell
Name:	Glenn Cunningham	Name:	Robin S. Blackwell
Title:	Executive Vice President SCOR Global Life Americas Reinsurance Company	Title:	Assistant Vice President SCOR Global Life Americas Reinsurance Company
Date:	September 20, 2012	Date:	September 25, 2012

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

<Table>
<S> <C> <C> <C>

By:	/s/ Paul Fischer	Attest:	/s/ Michael Roscoe
Name:	Paul Fischer, FSA, MAAA	Name:	Michael Roscoe, FSA, MAAA
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Senior Vice President Individual Life Product Management
Date:	October 8, 2012	Date:	10/11/2012

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Allocated Retention Pool -- Effective 10/01/2008
Between HLAIC and TLIC
Amendment 12 -- Effective 03/01/2012

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SCHEDULE A
PLANS OF INSURANCE COVERED UNDER THIS AGREEMENT
EFFECTIVE MARCH 1, 2012

SINGLE LIFE PLANS OF INSURANCE

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BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
Stag UL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Bicentennial UL Founders	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford UL CV	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Wall Street VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Protector II VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Legacy	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Stag Accumulator II VUL	1980 CSO M/F Unismoke Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Liberty (a)	1980 CSO M/F Unismoke Ultimate ANB	A	10/01/2008
Hartford Leaders VUL Liberty (b)	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Life Solutions II UL (a)	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Life Solutions II UL (b)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Advanced Universal Life	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Freedom	2001 CSO M/F S/NS Ultimate ANB	B	10/01/2008
Hartford Quantum II VUL (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Quantum II VUL (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Bicentennial UL Founders II	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Bicentennial UL Founders II Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Frontier Indexed Universal Life	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Frontier Indexed Universal Life Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Founders Plus UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011

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* NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

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RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
Primary Term Insured Rider	10/01/2008
Other Covered Insured Term Life Rider	10/01/2008
Cost of Living Adjustment (COLA) Rider	10/01/2008

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NOTE: NAR Type for term riders above is C. For COLA Rider, NAR Type follows Base Policy to which it is attached.

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**

<S>	<C>
Accidental Death Benefit (ADB) Rider	10/01/2008
Accelerated Benefit Rider (ABR)	10/01/2008

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE (CONTINUED) <S>	EFFECTIVE DATE** <C>
LifeAccess Accelerated Benefit Rider (LAABR)	10/01/2008
Policy Continuation Rider	10/01/2008
Policy Protection Rider (PPR)	10/01/2008
Enhanced No Lapse Guarantee Rider	10/01/2008
Lifetime No Lapse Guarantee Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Conversion Option Rider	10/01/2008
Overloan Protection Rider	10/01/2008
Waiver of Specified Amount (WSA) Rider	10/01/2008
Waiver of Monthly Deductions (WMD) Rider	10/01/2008
Children's Life Insurance Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Estate Tax Repeal Benefit Rider	10/01/2008
Modified Surrender Value Rider	10/01/2008
Cash Surrender Value Endorsement	10/01/2008
Automatic Premium Payment Rider	10/01/2008
Additional Premium Rider	10/01/2008
Qualified Plan Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
DisabilityAccess Rider (DAR)	08/11/2009
LongevityAccess Rider	03/14/2011
LifeAccess Care Rider	04/11/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING ADDITIONAL DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Primary Insured Term Rider: Provides additional level term life coverage on the base policy insured.

Other Covered Insured Term Life Rider: Provides level term life coverage on an insured other than the base policy insured.

Cost of Living Adjustment (COLA) Rider: Provides for biennial face amount increases, without underwriting, based on increases in the Consumer Price Index. The maximum amount of any single increase is $50,000. Any increase can be declined by the policyholder, which stops future increases. Available only at issue and only for non-substandard issue ages 0 through 60.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE:

Accidental Death Benefit Rider: Pays an additional death benefit if the death on the insured is caused by a qualifying accident.

Accelerated Benefit Rider: Provides the policyholder up to 100% of the death benefit, discounted with interest, if the insured's life expectancy is 12 months or less. After acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk as described in Schedule B, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Accelerated Benefit Rider (LAABR): Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements. In accordance with Schedule B, during and after acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to acceleration, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

Policy Continuation Rider: Intended to prevent the lapse of highly loaned policies.

Policy Protection Rider: Protects the death benefit of the base policy and any primary insured term rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Enhanced No Lapse Guarantee Rider: Provides that the policy will not lapse as long as cumulative premiums paid less indebtedness less withdrawals are greater than or equal to the cumulative no lapse guarantee premiums. Length of guarantee varies by issue age.

Lifetime No Lapse Guarantee Rider: Same as Enhanced No Lapse Guarantee Rider but with lifetime guarantee.

Guaranteed Minimum Accumulation Benefit (GMAB) Rider: Provides, at the end of the GMAB Guarantee Period (usually 20 years), that the policy Account Value will be increased, if necessary, to equal the sum of gross premiums paid to that date. There is a small monthly charge and a minimum cumulative premium requirement to keep the rider in force.

Paid-Up Life Insurance Rider: Similar to the GMAB rider, with the same Guarantee Period, a monthly charge, and a cumulative premium requirement. At end of the Guarantee Period, the owner may elect to change coverage to paid-up life using the Account Value as a 5% NSP to determine the amount of coverage; however, the amount of coverage will never be lower than the sum of gross premiums paid to that date. Once elected, premiums are no longer payable.

Conversion Option Rider: During certain policy years and prior to the insured's attained age 70, the policy may be converted, without evidence of insurability, to any permanent plan of life insurance the Ceding Company then makes available for conversions of this policy.

Overloan Protection Rider: Protects a policy from terminating due to overloan.

Waiver of Specified Amount (WSA) Rider: Waives a specified amount monthly while the insured is disabled.

Waiver of Monthly Deductions (WMD) Rider: Waives monthly deduction amounts while the insured is disabled.

Children's Life Insurance Rider: Provides level term life coverage for each child of the insured.

Foreign Travel Exclusion Rider: Provides a limited death benefit (Account Value less indebtedness) if the insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Estate Tax Repeal Benefit Rider: Pays the policy Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Modified Surrender Value Rider: Changes the Cash Surrender Value definition (to equal the Account Value) if the policy is surrendered within 3 years after the policy issue date.

Cash Surrender Value Endorsement: Provides for enhanced Cash Surrender Value (equal to the current Account Value) in the event of policy surrender in the first 4 policy years, unless the policy is exchanged under Section 1035 to another company's policy.

Automatic Premium Payment Rider: Provides for any Scheduled Premium due and unpaid by the end of any Policy Grace Period to be paid by an automatic deduction from the Account Value, if the Account Value exceeds the Guaranteed Cash Value.

Additional Premium Rider: Allows additional premium amounts to be paid at the same payment intervals as scheduled premiums.

Qualified Plan Rider: Indicates that the policy is owned by a qualified plan, details the policy owner's reporting responsibilities to the Ceding Company, and describes features and activities that are unavailable when the policy is owned by a Qualified Plan.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

DisabilityAccess Rider (DAR): Pays a monthly benefit upon disability of the primary insured on the life insurance policy to which it is attached. The amount of monthly benefit is permanently set at rider issue and is limited to a 24-month benefit period. The maximum monthly benefit amount is $5,000; it is further limited to 2% of the initial face amount or 30% of monthly income at policy issue. The minimum monthly benefit is $1,000.

LongevityAccess Rider: Provides for monthly benefits (up to 1% of death benefit) when the insured reaches age 90 and meets the rider's eligibility requirements. Includes a residual death benefit of 10% of the death benefit prior to withdrawals. In accordance with Schedule B, during and after withdrawals, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to withdrawals, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Care Rider: Similar to the LifeAccess Accelerated Benefit Rider, but filed as a health product in some states. Provides far monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements.

<Page>

LAST SURVIVOR PLANS OF INSURANCE

<Table>
<Caption>

BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
<S>	<C>	<C>	<C>
Hartford Leaders VUL Joint Legacy	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Joint Legacy II	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Advanced Last Survivor UL	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom II	2001 CSO M/F S/NS Ultimate ANB	B	10/01/2008

</Table>

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*   NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

<Table>
<Caption>

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
<S>	<C>
Estate Protection Rider (NAR Type is C)	10/01/2008

</Table>

<Table>
<Caption>

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
<S>	<C>

LS Exchange Option Rider	10/01/2008
Policy Protection Rider	10/01/2008
Estate Tax Repeal Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
Joint LifeAccess Rider	01/31/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Estate Protection Rider: This rider provides last survivor level term life insurance on the base policy insureds for three years.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE:

LS Exchange Option Rider: Allows a Last Survivor policy to be split into two Single Life policies, without new evidence of insurability, if divorce, business dissolution, or estate-tax repeal or reduction occurs. The face amount of each new Single Life policy will equal one half of the Last Survivor policy face amount. Upon a split, reinsurance will continue at point-in-scale rates for each single life, as documented in Section X.C. (This rider is not available when one of the insureds is uninsurable or above Table H.)

<Page>

Policy Protection Rider: Protects the death benefit of the base policy and any Estate Protection Rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Estate Tax Repeal Rider: Will pay the Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Foreign Travel Exclusion: Provides a limited death benefit (Account Value less indebtedness) if either insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Guaranteed Minimum Accumulation Benefit Rider and Paid-Up Life Insurance Rider: Same as Single Life riders.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

Joint LifeAccess Rider: Similar to the LifeAccess Accelerated Benefit Rider. Available only on Last Survivor products where the benefit will be payable for the last surviving insured if chronically ill or if both insureds are concurrently chronically ill.

<Page>

SCHEDULE B
REINSURANCE SPECIFICATIONS
EFFECTIVE MARCH 1, 2012

AUTOMATIC REINSURANCE: The Ceding Company shall retain its available retention on each risk, defined below as the Retained Net Amount at Risk, subject to the applicable Ceding Company's Treaty Retention Limit shown in Exhibit II.

The Reinsurer will automatically reinsure a portion of the remainder of the risk, called the Reinsured Net Amount at Risk, as defined below in this Schedule B.

FACULTATIVE REINSURANCE: The Reinsurer will reinsure X% (as determined at issue) of the Total Net Amount at Risk for the risk.

TOTAL ALLOCATION LIMIT (TAL): As shown in Exhibit II.

CEDING COMPANY'S TREATY RETENTION LIMIT (CCTRL): As shown in Exhibit II.

CEDING COMPANY'S ALLOCATED RETENTION (CCAR): As shown in Exhibit II.

CURRENT RETENTION (CURRRET) = Current amount of life insurance retained by the Ceding Company and its affiliated companies on the life for in-force life insurance coverage. (For Last Survivor risks, see the Last Survivor Limits and Retention Worksheet in Exhibit II.)

REINSURER'S ALLOCATED RETENTION (REINSARET): As shown in Exhibit II.

REINSURER'S ATTACHMENT POINT (REINSAPT): As shown in Exhibit II.

NAR TYPE for the Plan of Insurance to be reinsured under this Agreement, as shown in Schedule A.

STEP 1 -- DETERMINE TOTAL NET AMOUNT AT RISK FOR THE COVERAGE*

TOTAL NET AMOUNT AT RISK (TOTNAR) =

For NAR TYPE A, Death Benefit minus the Account Value.

For NAR TYPE B, Death Benefit minus the Working Reserve, where

Working Reserve = (i) x (ii) / (iii), and

STEP 2 -- DETERMINE NET AMOUNT AT RISK FOR EACH "LAYER" OF COVERAGE

STEP 3 -- DETERMINE THE NAR FOR THE CEDING COMPANY AND THEN FOR THE REINSURER

MINIMUM AUTOMATIC REINSURANCE CESSION:

MINIMUM FACULTATIVE REINSURANCE APPLICATION:

LEAD REINSURER:

AMENDMENT 13
EFFECTIVE OCTOBER 15, 2012

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM REINSURANCE AGREEMENT
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

TRANSAMERICA LIFE INSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to amend the Agreement to include Hartford Joint Founders Plus UL as Base Policy under the Agreement, for policies issued on or after the Effective Date shown in Schedule A.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Schedule A is deleted in its entirety and replaced with the attached revised Schedule A.

3. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

<Page>

In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

TRANSAMERICA LIFE INSURANCE COMPANY
BY ITS ADMINISTRATOR AND ATTORNEY-IN-FACT
SCOR GLOB LIFE AMERICAS REINSURANCE COMPANY

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Glenn Cunningham	Attest:	/s/ Robin Blackwell
Name:	Glenn Cunningham	Name:	Robin Blackwell
Title:	Executive Vice President	Title:	Assistant Vice President
Date:	November 5, 2012	Date:	November 8, 2012

</Table>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Paul Fischer	Attest:	/s/ Michael Roscoe
Name:	Paul Fischer, FSA, MAAA	Name:	Michael Roscoe, FSA, MAAA
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Senior Vice President Individual Life Product Management
Date:	November 27, 2012	Date:	11/29/2012

</Table>

<Page>

SCHEDULE A
PLANS OF INSURANCE COVERED UNDER THIS AGREEMENT
Effective October 15, 2012

SINGLE LIFE PLANS OF INSURANCE

<Table>
<Caption>

BASE POLICY <S>	VALUATION MORTALITY TABLE(S) <C>	NAR TYPE* <C>	EFFECTIVE DATE** <C>
Stag UL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Bicentennial UL Founders	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford UL CV	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Wall Street VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008

Stag Protector II VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Legacy	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Stag Accumulator II VUL	1980 CSO M/F Unismoke Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Liberty (a)	1980 CSO M/F Unismoke Ultimate ANB	A	10/01/2008
Hartford Leaders VUL Liberty (b)	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Life Solutions II UL (a)	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Life Solutions II UL (b)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Advanced Universal Life	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Freedom	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008
Hartford Quantum II VUL (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Quantum II VUL (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Bicentennial UL Founders II	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Bicentennial UL Founders II Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Frontier Indexed Universal Life	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Frontier Indexed Universal Life Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Founders Plus UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Frontier 2012 Indexed UL	2001 CSO M/F S/NS Ultimate ANB	A	07/16/2012
Hartford Frontier 2012 Indexed UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	07/16/2012
Hartford Leaders VUL Liberty 2012	2001 CSO M/F Composite Ultimate ANB	A	08/06/2012
Hartford Leaders VUL Liberty 2012 Extended Value Option	2001 CSO M/F Composite Ultimate ANB	A	08/06/2012

</Table>

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*   NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

Allocated Retention Pool -- Effective 10/01/2008
Between HLAIC and TLIC
Amendment 13 -- Effective 10/15/2012

<Page>

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SINGLE LIFE PLANS OF INSURANCE RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
<S>	<C>
Primary Term Insured Rider	10/01/2008
Other Covered Insured Term Life Rider	10/01/2008
Cost of Living Adjustment (COLA) Rider	10/01/2008

</Table>

NOTE: NAR Type for term riders above is C. For COLA Rider, NAR Type follows Base Policy to which it is attached.

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
<S>	<C>
Accidental Death Benefit (ADB) Rider	10/01/2008
Accelerated Benefit Rider (ABR)	10/01/2008
LifeAccess Accelerated Benefit Rider (LAABR)	10/01/2008
Policy Continuation Rider	10/01/2008
Policy Protection Rider (PPR)	10/01/2008
Enhanced No Lapse Guarantee Rider	10/01/2008
Lifetime No Lapse Guarantee Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Conversion Option Rider	10/01/2008
Overloan Protection Rider	10/01/2008
Waiver of Specified Amount (WSA) Rider	10/01/2008
Waiver of Monthly Deductions (WMD) Rider	10/01/2008
Children's Life Insurance Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Estate Tax Repeal Benefit Rider	10/01/2008
Modified Surrender Value Rider	10/01/2008

Cash Surrender Value Endorsement	10/01/2008
Automatic Premium Payment Rider	10/01/2008
Additional Premium Rider	10/01/2008
Qualified Plan Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
DisabilityAccess Rider (DAR)	08/11/2009
LongevityAccess Rider	03/14/2011
LifeAccess Care Rider	04/11/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

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RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING ADDITIONAL DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Primary Insured Term Rider: Provides additional level term life coverage on the base policy insured.

Other Covered Insured Term Life Rider: Provides level term life coverage on an insured other than the base policy insured.

Cost of Living Adjustment (COLA) Rider: Provides for biennial face amount increases, without underwriting, based on increases in the Consumer Price Index. The maximum amount of any single increase is $50,000. Any increase can be declined by the policyholder, which stops future increases. Available only at issue and only for non-substandard issue ages 0 through 60.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE:

Accidental Death Benefit Rider: Pays an additional death benefit if the death on the insured is caused by a qualifying accident.

Accelerated Benefit Rider: Provides the policyholder up to 100% of the death benefit, discounted with interest, if the insured's life expectancy is 12 months or less. After acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk as described in Schedule B, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Accelerated Benefit Rider (LAABR): Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements. In accordance with Schedule B, during and after acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to acceleration, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

Policy Continuation Rider: Intended to prevent the lapse of highly loaned policies.

Policy Protection Rider: Protects the death benefit of the base policy and any primary insured term rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Enhanced No Lapse Guarantee Rider: Provides that the policy will not lapse as long as cumulative premiums paid less indebtedness less withdrawals are greater than or equal to the cumulative no lapse guarantee premiums. Length of guarantee varies by issue age.

Lifetime No Lapse Guarantee Rider: Same as Enhanced No Lapse Guarantee Rider but with lifetime guarantee.

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE (CONTINUED):

Guaranteed Minimum Accumulation Benefit (GMAB)Rider: Provides, at the end of the GMAB Guarantee Period (usually 20 years), that the policy Account Value will be increased, if necessary, to equal the sum of gross premiums paid to that date. There is a small monthly charge and a minimum cumulative premium requirement to keep the rider in force.

Paid-Up Life Insurance Rider: Similar to the GMAB rider, with the same Guarantee Period, a monthly charge, and a cumulative premium requirement. At end of the Guarantee Period, the owner may elect to change coverage to paid-up life using the Account Value as a 5% NSP to determine the amount of coverage; however, the amount of coverage will never be lower than the sum of gross premiums paid to that date. Once elected, premiums are no longer payable.

Conversion Option Rider: During certain policy years and prior to the insured's attained age 70, the policy may be converted, without evidence of insurability, to any permanent plan of life insurance the Ceding Company then makes available for conversions of this policy.

Overloan Protection Rider: Protects a policy from terminating due to overloan.

Waiver of Specified Amount (WSA) Rider: Waives a specified amount monthly while the insured is disabled.

Waiver of Monthly Deductions (WMD) Rider: Waives monthly deduction amounts while the insured is disabled.

Children's Life Insurance Rider: Provides level term life coverage for each child of the insured.

Foreign Travel Exclusion Rider: Provides a limited death benefit (Account Value less indebtedness) if the insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Estate Tax Repeal Benefit Rider: Pays the policy Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Modified Surrender Value Rider: Changes the Cash Surrender Value definition (to equal the Account Value) if the policy is surrendered within 3 years after the policy issue date.

Cash Surrender Value Endorsement: Provides for enhanced Cash Surrender Value (equal to the current Account Value) in the event of policy surrender in the first 4 policy years, unless the policy is exchanged under Section 1035 to another company's policy.

Automatic Premium Payment Rider: Provides for any Scheduled Premium due and unpaid by the end of any Policy Grace Period to be paid by an automatic deduction from the Account Value, if the Account Value exceeds the Guaranteed Cash Value.

Additional Premium Rider: Allows additional premium amounts to be paid at the same payment intervals as scheduled premiums.

<Page>

Qualified Plan Rider: Indicates that the policy is owned by a qualified plan, details the policy owner's reporting responsibilities to the Ceding Company, and describes features and activities that are unavailable when the policy is owned by a Qualified Plan.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

DisabilityAccess Rider (DAR): Pays a monthly benefit upon disability of the primary insured on the life insurance policy to which it is attached. The amount of monthly benefit is permanently set at rider issue and is limited to a 24-month benefit period. The maximum monthly benefit amount is $5,000; it is further limited to 2% of the initial face amount or 30% of monthly income at policy issue. The minimum monthly benefit is $1,000.

LongevityAccess Rider: Provides for monthly benefits (up to 1% of death benefit) when the insured reaches age 90 and meets the rider's eligibility requirements. Includes a residual death benefit of 10% of the death benefit prior to withdrawals. In accordance with Schedule B, during and after withdrawals, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to withdrawals, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Care Rider: Similar to the LifeAccess Accelerated Benefit Rider, but filed as a health product in some states. Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements.

<Page>

LAST SURVIVOR PLANS OF INSURANCE

<Table>
<Caption>

BASE POLICY <S>	VALUATION MORTALITY TABLE(S) <C>	NAR TYPE* <C>	EFFECTIVE DATE** <C>
Hartford Leaders VUL Joint Legacy	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Joint Legacy II	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Advanced Last Survivor UL	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom II	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008
Hartford Joint Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/15/2012

</Table>

*   NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

<Table>
<Caption>

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE <S>	EFFECTIVE DATE** <C>
Estate Protection Rider (NAR Type is C)	10/01/2008

</Table>

<Table>
<Caption>

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE <S>	EFFECTIVE DATE** <C>
LS Exchange Option Rider	10/01/2008
Policy Protection Rider	10/01/2008
Estate Tax Repeal Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
Joint LifeAccess Rider	01/31/2011

</Table>

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Estate Protection Rider: This rider provides last survivor level term life insurance on the base policy insureds for three years.

<Page>

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE:

LS Exchange Option Rider: Allows a Last Survivor policy to be split into two Single Life policies, without new evidence of insurability, if divorce, business dissolution, or estate-tax repeal or reduction occurs. The face amount of each new Single Life policy will equal one half of the Last Survivor policy face amount. Upon a split, reinsurance will continue at point-in-scale rates for each single life, as documented in Section X.C. (This rider is not available when one of the insureds is uninsurable or above Table H.)

Policy Protection Rider: Protects the death benefit of the base policy and any Estate Protection Rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Estate Tax Repeal Rider: Will pay the Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Foreign Travel Exclusion: Provides a limited death benefit (Account Value less indebtedness) if either insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Guaranteed Minimum Accumulation Benefit Rider and Paid-Up Life Insurance Rider: Same as Single Life riders.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

Joint LifeAccess Rider: Similar to the LifeAccess Accelerated Benefit Rider. Available only on Last Survivor products where the benefit will be payable for the last surviving insured if chronically ill or if both insureds are concurrently chronically ill.

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AMENDMENT 14
EFFECTIVE JULY 16, 2012

TO THE

AUTOMATIC AND FACULTATIVE MONTHLY RENEWABLE TERM REINSURANCE AGREEMENT
EFFECTIVE OCTOBER 1, 2008

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("CEDING COMPANY")

AND

TRANSAMERICA LIFE INSURANCE COMPANY ("REINSURER")

("AGREEMENT")

WHEREAS, the Reinsurer currently reinsures the Ceding Company's plans or policies under the Agreement; and

WHEREAS, the Ceding Company and the Reinsurer wish to amend the Agreement to reflect that the following Products will be added to the Agreement and the Effective Dates shown in Schedule A are the dates the products will become reinsured:

- Hartford Frontier 2012 Indexed UL,
- Hartford Frontier 2012 Indexed UL Extended Value Option,
- Hartford Leaders VUL Liberty 2012, and
- Hartford Leaders VUL Liberty 2012 Extended Value Option.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Ceding Company and the Reinsurer hereby agree as follows:

1. The above recitals are true and accurate and are incorporated herein.

2. Schedule A is deleted in its entirety and replaced with the attached revised Schedule A.

3. Except as herein amended, all other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

<Page>

In witness of the foregoing, the Ceding Company and the Reinsurer have, by their respective officers, executed this Amendment in duplicate on the dates indicated below.

TRANSAMERICA LIFE INSURANCE COMPANY
by its Administrator and Attorney-in-Fact
SCOR Global Life Americas Reinsurance Company

<Table>

<S>	<C>	<C>	<C>
By:	/s/ Glenn Cunningham	Attest:	/s/ Robin S. Blackwell
Name:	Glenn Cunningham	Name:	Robin S. Blackwell
Title:	Executive Vice President SCOR Global Life Americas Reinsurance Company	Title:	Assistant Vice President SCOR Global Life Americas Reinsurance Company
Date:	August 13, 2012	Date:	August 27, 2012

</Table>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

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<S>	<C>	<C>	<C>
By:	/s/ Paul Fischer	Attest:	/s/ Donna R. Jarvis
Name:	Paul Fischer, FSA, MAAA	Name:	Donna R. Jarvis
Title:	Assistant Vice President and Actuary Individual Life Product Management	Title:	Vice President and Actuary
Date:	9-24-12	Date:	9-24-12

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SCHEDULE A
PLANS OF INSURANCE COVERED UNDER THIS AGREEMENT
EFFECTIVE JULY 16, 2012

SINGLE LIFE PLANS OF INSURANCE

<Table>
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BASE POLICY <S>	VALUATION MORTALITY TABLE(S) <C>	NAR TYPE* <C>	EFFECTIVE DATE** <C>
Stag UL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Bicentennial UL Founders	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford UL CV	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Wall Street VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Stag Protector II VUL	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Legacy	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Stag Accumulator II VUL	1980 CSO M/F Unismoke Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Liberty (a)	1980 CSO M/F Unismoke Ultimate ANB	A	10/01/2008
Hartford Leaders VUL Liberty (b)	2001 CSO M/F Composite Ultimate ANB	A	10/01/2008
Life Solutions II UL (a)	1980 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Life Solutions II UL (b)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Advanced Universal Life	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Freedom	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008
Hartford Quantum II VUL (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008

Hartford Quantum II VUL (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (a)	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford ExtraOrdinary Whole Life (b)	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Bicentennial UL Founders II	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Bicentennial UL Founders II Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	03/05/2010
Hartford Frontier Indexed Universal Life	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Frontier Indexed Universal Life Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	09/07/2010
Hartford Founders Plus UL	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Founders Plus UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	10/03/2011
Hartford Frontier 2012 Indexed UL	2001 CSO M/F S/NS Ultimate ANB	A	07/16/2012
Hartford Frontier 2012 Indexed UL Extended Value Option	2001 CSO M/F S/NS Ultimate ANB	A	07/16/2012
Hartford Leaders VUL Liberty 2012	2001 CSO M/F Composite Ultimate ANB	A	08/06/2012
Hartford Leaders VUL Liberty 2012 Extended Value Option	2001 CSO M/F Composite Ultimate ANB	A	08/06/2012

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*   NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

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RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE <S>	EFFECTIVE DATE** <C>
Primary Term Insured Rider	10/01/2008
Other Covered Insured Term Life Rider	10/01/2008
Cost of Living Adjustment (COLA) Rider	10/01/2008

</Table>

NOTE: NAR Type for term riders above is C. For COLA Rider, NAR Type follows Base Policy to which it is attached.

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RIDERS THAT PROVIDE ADDITIONAL BENEF BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE <S>	EFFECTIVE DATE** <C>
Accidental Death Benefit (AOB) Rider	10/01/2008
Accelerated Benefit Rider (ABR)	10/01/2008
LifeAccess Accelerated Benefit Rider (LAABR)	10/01/2008
Policy Continuation Rider	10/01/2008
Policy Protection Rider (PPR)	10/01/2008
Enhanced No Lapse Guarantee Rider	10/01/2008
Lifetime No Lapse Guarantee Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Conversion Option Rider	10/01/2008
Overloan Protection Rider	10/01/2008
Waiver of Specified Amount (WSA) Rider	10/01/2008
Waiver of Monthly Deductions (WMD) Rider	10/01/2008
Children's Life Insurance Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Estate Tax Repeal Benefit Rider	10/01/2008
Modified Surrender Value Rider	10/01/2008
Cash Surrender Value Endorsement	10/01/2008
Automatic Premium Payment Rider	10/01/2008
Additional Premium Rider	10/01/2008
Qualified Plan Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
DisabilityAccess Rider (DAR)	08/11/2009
LongevityAccess Rider	03/14/2011
LifeAccess Care Rider	04/11/2011

</Table>

** Eligibility for new business is based on issue date on or after the Effective Date shown.

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING ADDITIONAL DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Primary Insured Term Rider: Provides additional level term life coverage on the base policy insured.

Other Covered Insured Term Life Rider: Provides level term life coverage on an insured other than the base policy insured.

Cost of Living Adjustment (COLA) Rider: Provides for biennial face amount increases, without underwriting, based on increases in the Consumer Price Index. The maximum amount of any single increase is $50,000. Any increase can be declined by the policyholder, which stops future increases. Available only at issue and only for non-substandard issue ages 0 through 60.

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE:

Accidental Death Benefit Rider: Pays an additional death benefit if the death on the insured is caused by a qualifying accident.

Accelerated Benefit Rider: Provides the policyholder up to 100% of the death benefit, discounted with interest, if the insured's life expectancy is 12 months or less. After acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk as described in Schedule B, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

LifeAccess Accelerated Benefit Rider (LAABR): Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements. In accordance with Schedule B, during and after acceleration, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to acceleration, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

Policy Continuation Rider: Intended to prevent the lapse of highly loaned policies.

Policy Protection Rider: Protects the death benefit of the base policy and any primary insured term rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Enhanced No Lapse Guarantee Rider: Provides that the policy will not lapse as long as cumulative premiums paid less indebtedness less withdrawals are greater than or equal to the cumulative no lapse guarantee premiums. Length of guarantee varies by issue age.

Lifetime No Lapse Guarantee Rider: Same as Enhanced No Lapse Guarantee Rider but with lifetime guarantee.

Guaranteed Minimum Accumulation Benefit (GMAB) Rider: Provides, at the end of the GMAB Guarantee Period (usually 20 years), that the policy Account Value will be increased, if necessary, to equal the sum of gross premiums paid to that date. There is a small monthly charge and a minimum cumulative premium requirement to keep the rider in force.

Paid-Up Life Insurance Rider: Similar to the GMAB rider, with the same Guarantee Period, a monthly charge, and a cumulative premium requirement. At end of the Guarantee Period, the owner may elect to change coverage to paid-up life using the Account Value as a 5% NSP to determine the amount of coverage; however, the amount of coverage will never be lower than the sum of gross premiums paid to that date. Once elected, premiums are no longer payable.

Conversion Option Rider: During certain policy years and prior to the insured's attained age 70, the policy may be converted, without evidence of insurability, to any permanent plan of life insurance the Ceding Company then makes available for conversions of this policy.

Overloan Protection Rider: Protects a policy from terminating due to overloan.

Waiver of Specified Amount (WSA) Rider: Waives a specified amount monthly while the insured is disabled.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE (CONTINUED):

Waiver of Monthly Deductions (WMD) Rider: Waives monthly deduction amounts while the insured is disabled.

Children's Life Insurance Rider: Provides level term life coverage for each child of the insured.

Foreign Travel Exclusion Rider: Provides a limited death benefit (Account Value less indebtedness) if the insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Estate Tax Repeal Benefit Rider: Pays the policy Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Modified Surrender Value Rider: Changes the Cash Surrender Value definition (to equal the Account Value) if the policy is surrendered within 3 years after the policy issue date.

Cash Surrender Value Endorsement: Provides for enhanced Cash Surrender Value (equal to the current Account Value) in the event of policy surrender in the first 4 policy years, unless the policy is exchanged under Section 1035 to another company's policy.

Automatic Premium Payment Rider: Provides for any Scheduled Premium due and unpaid by the end of any Policy Grace Period to be paid by an automatic deduction from the Account Value, if the Account Value exceeds the Guaranteed Cash Value.

Additional Premium Rider: Allows additional premium amounts to be paid at the same payment intervals as scheduled premiums.

Qualified Plan Rider: Indicates that the policy is owned by a qualified plan, details the policy owner's reporting responsibilities to the Ceding Company, and describes features and activities that are unavailable when the policy is owned by a Qualified Plan.

Owner Designated Settlement Option Rider: Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

DisabilityAccess Rider (DAR): Pays a monthly benefit upon disability of the primary insured on the life insurance policy to which it is attached. The amount of monthly benefit is permanently set at rider issue and is limited to a 24-month benefit period. The maximum monthly benefit amount is $5,000; it is further limited to 2% of the initial face amount or 30% of monthly income at policy issue. The minimum monthly benefit is $1,000.

LongevityAccess Rider: Provides for monthly benefits (up to 1% of death benefit) when the insured reaches age 90 and meets the rider's eligibility requirements. Includes a residual death benefit of 10% of the death benefit prior to withdrawals. In accordance with Schedule B, during and after withdrawals, the Ceding Company shall continue to pay the Reinsurer Reinsurance Premiums on the Reinsured Net Amount at Risk based on the Death Benefit prior to withdrawals, and the Reinsurer shall be liable for such Reinsured Net Amount at Risk upon the death of the insured.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS THAT ARE NOT ELIGIBLE FOR REINSURANCE (CONTINUED):

LifeAccess Care Rider: Similar to the LifeAccess Accelerated Benefit Rider, but filed as a health product in some states. Provides for monthly benefits (up to 2% of death benefit) if insured meets certain ADL and home-care requirements.

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LAST SURVIVOR PLANS OF INSURANCE

BASE POLICY	VALUATION MORTALITY TABLE(S)	NAR TYPE*	EFFECTIVE DATE**
Hartford Leaders VUL Joint Legacy	2001 CSO M/F S/NS Ultimate ALB	A	10/01/2008
Hartford Leaders VUL Joint Legacy II	2001 CSO M/F S/NS Ultimate ANB	A	10/01/2008
Hartford Advanced Last Survivor UL	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom	2001 CSO M/F S/NS Ultimate ALB	B	10/01/2008
Hartford Bicentennial UL Joint Freedom II	2001 CSO M/F S/NS Ultimate ANB	B***	10/01/2008

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*   NAR Type is described in Schedule B.

** Eligibility for new business is based on issue date on or after the Effective Date shown.

*** The version of this product launched on 7/1/2010 used NAR Type A prior to 3/1/2012. As of 3/1/2012, NAR Type B is used prospectively for all in force and new policies.

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
Estate Protection Rider (NAR Type is C)	10/01/2008

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE	EFFECTIVE DATE**
LS Exchange Option Rider	10/01/2008
Policy Protection Rider	10/01/2008
Estate Tax Repeal Rider	10/01/2008
Foreign Travel Exclusion Rider	10/01/2008
Guaranteed Minimum Accumulation Benefit (GMAB) Rider	10/01/2008
Paid-Up Life Insurance Rider	10/01/2008
Owner Designated Settlement Option Rider	03/05/2010
Joint LifeAccess Rider	01/31/2011

RIDER DESCRIPTIONS (Rider descriptions are added for convenience. To the extent the description conflicts with the terms of the rider, the rider will govern.)

RIDERS PROVIDING DEATH BENEFITS THAT ARE ELIGIBLE FOR REINSURANCE:

Estate Protection Rider: This rider provides last survivor level term life insurance on the base policy insureds for three years.

RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE:

LS Exchange Option Rider: Allows a Last Survivor policy to be split into two Single Life policies, without new evidence of insurability, if divorce, business dissolution, or estate-tax repeal or reduction occurs. The face amount of each new Single Life policy will equal one half of the Last Survivor policy face amount. Upon a split, reinsurance will continue at point-in-scale rates for each single life, as documented in Section X.C. (This rider is not available when one of the insureds is uninsurable or above Table H.)

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RIDERS THAT PROVIDE ADDITIONAL BENEFITS BUT THAT ARE NOT ELIGIBLE FOR REINSURANCE (CONTINUED):

Policy Protection Rider: Protects the death benefit of the base policy and any Estate Protection Rider from lapse as long as the Policy Protection Account Value ("shadow account") is not negative.

Estate Tax Repeal Rider: Will pay the Account Value less indebtedness if the Federal Estate Tax Law is fully repealed by December 31, 2010, and the Ceding Company receives a request for this benefit amount from the policy owner.

Foreign Travel Exclusion: Provides a limited death benefit (Account Value less indebtedness) if either insured dies due to travel to, from, or within certain foreign countries, or due directly or indirectly to illness or injury sustained during such travel.

Guaranteed Minimum Accumulation Benefit Rider and Paid-Up Life Insurance Rider: Same as Single Life riders.

Owner Designated Settlement Option Rider. Allows the policy owner to designate a Settlement Option to be used for the payment of Death Proceeds.

Joint LifeAccess Rider: Similar to the LifeAccess Accelerated Benefit Rider. Available only on Last Survivor products where the benefit will be payable for the last surviving insured if chronically ill or if both insureds are concurrently chronically ill.

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EXECUTION VERSION

REINSURANCE AGREEMENT

BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

(REFERRED TO AS THE CEDING COMPANY)

AND

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

(REFERRED TO AS THE REINSURER)

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REINSURANCE AGREEMENT

THIS REINSURANCE AGREEMENT (the "Agreement"), is made and entered into on January 2, 2013 and effective as of the Effective Time by and between Hartford Life and Annuity Insurance Company, a Connecticut-domiciled life insurance company (the "Ceding Company") and The Prudential Insurance Company of America, a New Jersey-domiciled life insurance company (the "Reinsurer"). For purposes of this Agreement, the Ceding Company and the Reinsurer shall each be deemed a "Party."

WHEREAS, Hartford Life, Inc. has agreed to sell, and Prudential Financial, Inc. has agreed to purchase, directly or through one or more Affiliates, the Business and certain assets of Hartford Financial Services Group, Inc. and its Affiliates pursuant to a Purchase and Sale Agreement, dated as of September 27, 2012 (the "Purchase Agreement");

WHEREAS, as contemplated by the Purchase Agreement, the Ceding Company wishes to cede and retrocede to the Reinsurer, and the Reinsurer wishes to reinsure, on a one-hundred percent (100%) indemnity reinsurance basis net of Collectible Reinsurance, on the terms and conditions set forth herein, the risks arising in respect of the Covered Insurance Policies (as hereinafter defined); and

[REDACTED]

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Ceding Company and the Reinsurer agree as follows:

ARTICLE I.
DEFINITIONS

SECTION 1.1 DEFINITIONS. Any capitalized term used but not defined herein shall have the meaning set forth in the Purchase Agreement. The following terms have the respective meanings set forth below throughout this Agreement:

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"Accounting Period" means each calendar quarter during the term of this Agreement or any fraction thereof ending on the Recapture Date, the Termination Date or the date this Agreement is otherwise terminated in accordance with Section 9.1, as applicable.

"Actual Aggregate New Insurance Policy Reinsured Face Amount" means an amount equal to the actual aggregate face amount of the New Insurance Policies issued pursuant to Section 3.1(a)(i) of each Administrative Services Agreement (excluding, for the avoidance of doubt, Group Conversion Policies, and new insurance policies issued or reinsured pursuant to contractual commitments or exchanges, such as term conversions, additional coverage options, and other conversion rights) ceded under New Reinsurance Agreements as of the last day of the New Business Period.

"Administrator" has the meaning set forth in the Administrative Services Agreement.

[REDACTED]

"Agreement" has the meaning set forth in the preamble.

"Beneficiary" has the meaning set forth in Section 8.1.

"Ceding Company" has the meaning set forth in the preamble.

"Ceding Company Collateral" has the meaning set forth in Section 4.2(f).

"Ceding Company Extra-Contractual Obligations" means (i) all Extra-Contractual Obligations to the extent arising out of, resulting from or related to any act, error or omission before the Effective Time, whether or not intentional, negligent, in bad faith or otherwise, by the Ceding Company or any of its Affiliates, or any service providers or Distributors engaged or compensated by the Ceding Company or any of its Affiliates or otherwise, (ii) all Extra-Contractual Obligations to the extent arising out of, resulting from or related to any act, error or omission on or after the Effective Time, whether or not intentional, negligent, in bad faith or otherwise, by the Ceding Company or any of its Affiliates, or any service providers or Distributors engaged or compensated by the Ceding Company or any of its Affiliates to the extent attributable to a direction or request of the Ceding Company or any of its Affiliates

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(including without limitation, in the performance of its services under the Transition Services Agreement or Administrative Services Agreement), unless such direction or request of the Ceding Company or any of its Affiliates has been approved by the Reinsurer in writing, in which case any resulting error or omission shall not be a Ceding Company Extra-Contractual Obligation, and (iii) any liability of the Ceding Company as set forth on Schedule 1.1(A). For the avoidance of doubt, Ceding Company Extra-Contractual Obligations include "Extra-Contractual Obligations" assumed by the Ceding Company as part of its reinsured liabilities under the terms of any Underlying Reinsurance Agreements which such "Extra-Contractual Obligations" arise before or after the Effective Time out of acts or omissions by the Ceding Company as the reinsurer thereunder or any of its directors, officers, employees, Affiliates, agents or representatives relating to the business reinsured under such Underlying Reinsurance Agreements.

"Ceding Company Indemnified Parties" has the meaning set forth in Section 10.1.

"Claim Notice" has the meaning set forth in Section 10.3(a).

"Collateral" has the meaning set forth in Section 3.13(a).

"Collectible Reinsurance" means all Reinsurance Recoverables other than any amounts a reinsurer has failed to pay when due under any Existing Reinsurance Agreement (after giving effect to any cure periods thereunder) where such non-payment continues 90 days from the date such payment was due (after giving effect to any applicable cure periods) or, if the reinsurer is contesting such payment in good faith, the date a final and non-appealable judgment or arbitral award is entered requiring the reinsurer to pay such Reinsurance Recoverables.

"Company Action Level RBC" means, at any date of determination, two hundred percent (200%) of the authorized control level risk-based capital of the Reinsurer (i) determined in accordance with the Applicable Law of the state of domicile of such entity and (ii) calculated using the risk-based capital factors and formula prescribed by the National Association of Insurance Commissioners (or any successor organization) and inclusive of any adjustments to such factors or formula resulting from prescribed or permitted practices granted by the applicable state of domicile.

"Confidential Information" means all documents and information concerning one Party, any of its Affiliates, any Distributor, any mutual fund organization that has its mutual funds offered as funding vehicles for one or more Separate Accounts, the Business or the Covered Insurance Policies, including any information relating to any Person insured directly or indirectly under the Covered Insurance Policies, furnished to the other Party or such other Party's Affiliates or Representatives in connection with this Agreement or the transactions contemplated hereunder, including, without limitation, RBC Ratios of the Reinsurer reported hereunder, except that Confidential Information does not include information which: (a) at the time of disclosure or thereafter is generally available to and known by the public other than by way of a disclosure by the receiving Party hereunder or by any Representative or Affiliate of such Party hereto; (b) was in the possession of, or becomes available to, the receiving Party or such Party's Representatives or Affiliates on a non-confidential basis, directly or indirectly, from a source other than the disclosing Party or its Representatives, provided, that such source is not and was

not known to the receiving Party or its Representatives or Affiliates to be prohibited from transmitting the information by a contractual, legal, fiduciary, or other obligation of confidentiality by the disclosing Party; or (c) was independently developed without violating any obligations under this Agreement and without the use of any other Confidential Information or any derivative thereof.

"Covered Insurance Policies" means (i) any and all binders, endorsements, riders, policies, certificates, and contracts of individual or group life insurance, and supplementary contracts of individual or group life insurance (including retained asset accounts and all other settlement options) issued, renewed or assumed by the Ceding Company in the United States, the District of Columbia, Puerto Rico or Guam and that correspond to the policy forms of the Ceding Company identified by form number on Schedule 1.1(B) (with the group life items identified under a separate heading on such schedule), (ii) any and all binders, endorsements, riders, policies, certificates, and contracts of individual life insurance, and supplementary contracts of individual life insurance (including retained asset accounts and all other settlement options) issued in the United States, the District of Columbia, Puerto Rico or Guam that are reinsured by the Ceding Company from an Underlying Company pursuant to the Underlying Reinsurance Agreements identified in Schedule 1.1(C) and that correspond to the policy forms of the Ceding Company (or the Underlying Companies) identified by form number on Schedule 1.1(B), (iii) all other binders, endorsements, riders, policies, certificates, and contracts of individual or group life insurance, and supplementary contracts of individual or group life insurance (including retained asset accounts and all other settlement options) issued, renewed, reinsured or assumed by the Ceding Company in the United States, the District of Columbia, Puerto Rico or Guam on policy forms that are substantially similar to the policy forms of the Ceding Company identified on Schedule 1.1(B), (iv) the endorsements and riders to policies of individual or group life insurance covered by clauses (i) through (iii) above that are identified on Schedule 1.1(B), in each of clauses (i) through (iv), issued, renewed, reinsured or assumed by the Ceding Company on or prior to the Closing Date (including those that have lapsed and terminated with unpaid claims), provided, that in each of clauses (i) through (iv) such item is reflected or otherwise taken into account in the Closing Statement of General Account Net Settlement, and (v) the New Insurance Policies; provided further, that Covered Insurance Policies shall not include any policies listed on Schedule 1.1(D).

"Cure Acknowledgement" has the meaning set forth in Section 4.10.

"Cure Event" has the meaning set forth in Section 4.10.

"Cure Notice" has the meaning set forth in Section 4.10.

"Current Policy Loan Amount" means, with respect to the Ceding Company, the aggregate principal and accrued interest thereon of all policy loans with respect to the Covered Insurance Policies, determined in accordance with SAP and appropriately includable on the Contract Loans line of the Asset page in the Statutory Financial Statements of the Ceding Company (or any successors to such page).

"Custodial Account" means an account established in the name of the Reinsurer with the Custodial Bank pursuant to Section 4.9, which shall be subject to the terms of the Custodial Account Control Agreement.

"Custodial Account Eligible Assets" has the meaning set forth in Section 4.9(a).

"Custodial Account Control Agreement" means the Account Control Agreement dated as of the date hereof by and among the Reinsurer, the Ceding Company and the Custodial Bank, substantially in the form of Exhibit I hereof.

"Custodial Bank" means [REDACTED].

"Custodial Funds" has the meaning set forth in Section 4.9(b).

"Custodial Fund Transfer Date" means, with respect to an Accounting Period, the latest of (i) the fifth Business Day following delivery of the report contemplated by Section 4.5(a) for such Accounting Period, (ii) the fifth Business Day following delivery of the report contemplated by Section 4.5(b) for such Accounting Period and (iii) the fifth Business Day following delivery of the Settlement Statement for such Accounting Period.

"Economic Reserves" means, as of any date of determination, the general account economic reserves with respect to the Covered Insurance Policies as of such date without netting any reserves ceded to reinsurers under the Existing Reinsurance Agreements or the Reinsurer Existing Reinsurance Agreements, as determined by the Reinsurer in accordance with the methodologies and assumptions set forth on Schedule 1.1(E) consistently applied; provided that the term "Economic Reserves" shall not include reserves with respect to any Covered Insurance Policies reinsured on a coinsurance basis under any Underlying Reinsurance Agreement for which the Ceding Company holds the Trust Withheld Assets.

"Effective Time" means 12:01 a.m. (New York time) on January 1, 2013.

"Eligible Assets" has the meaning set forth in Section 4.3.

"Estimated Aggregate New Insurance Policy Reinsured Face Amount" means, as of any date of determination, an amount equal to the good faith estimate of the amount of the New Insurance Policies that will be issued pursuant to Section 3.1(a)(i) of each Administrative Services Agreement (excluding, for the avoidance of doubt, Group Conversion Policies, and new insurance policies issued or reinsured pursuant to contractual commitments or exchanges, such as term conversions, additional coverage options, and other conversion rights) and ceded under New Reinsurance Agreements as of the last day of the New Business Period.

"Existing Reinsurance Agreements" means (a) the reinsurance agreements listed on Schedule 1.1(F) under which the Ceding Company has ceded or retroceded to reinsurers (whether or not affiliated with the Ceding Company) risks arising in respect of the Covered Insurance Policies and the Ceding Company's interest in any trust or other agreement or instrument providing security for the Ceding Company with respect to such reinsurers' reinsurance obligations under such reinsurance agreement, and (b) any reinsurance agreement, trust or other agreement or instrument providing security for such reinsurance obligations entered

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into by the Ceding Company with the prior written consent of the Reinsurer to replace any of such reinsurance agreements or security arrangements following any termination or recapture thereof, as all such reinsurance agreements may be in force and effect from time to time and at any time, in each case that are (i) in force or are being treated as being in force as of the date hereof or (ii) terminated but under which there remains any outstanding liability or obligation from the reinsurer. Any Existing Reinsurance Agreement that is novated to the Reinsurer shall cease to be an Existing Reinsurance Agreement upon the effectiveness of such novation.

"Extra-Contractual Obligations" means all Liabilities to any Person arising out of or relating to the Covered Insurance Policies (other than Liabilities arising under the express terms and conditions of the Covered Insurance Policies), including, without limitation, any Liability for fines, penalties, Taxes, fees, forfeitures, compensatory, punitive, exemplary, special, treble, bad faith, tort or any other form of extra-contractual damages, as well as all legal fees and expenses relating thereto, which Liabilities arise out of, result from or relate to, any act, error or omission, whether or not intentional, negligent, in bad faith or otherwise, arising out of or relating to the Covered Insurance Policies, including, without limitation, (i) the form, sale, marketing, distribution, underwriting, production, issuance, cancellation or administration of the Covered Insurance Policies, (ii) the investigation, defense, trial, settlement or handling of claims, benefits, or payments under the Covered Insurance Policies, or (iii) the failure to pay or the delay in payment or errors in calculating or administering the payment of benefits, claims or any other amounts due or alleged to be due under or in connection with the Covered

Insurance Policies.

"Fair Market Value" means (i) as to cash, the amount of it; and (ii) as to an asset other than cash, the amount at which such asset could be bought or sold in a current transaction between willing parties, that is, other than in a forced or liquidation sale.

"General Account Liabilities" means all liabilities and obligations, net of Collectible Reinsurance under any Existing Reinsurance Agreements (but subject to Section 2.3(b)), arising under the express terms of the Covered Insurance Policies whether incurred before, at or after the Effective Time (unless specified otherwise below), including:

1. all liabilities and obligations for incurred but not reported claims, pending claims and benefits (including death benefits, waiver of premium benefits, accident and health benefits, endowments or matured endowments, paid-up additions, lump sum payments, annuitization payments, deferred payments, discontinuance disbursements, payments in respect of market value adjustments, rights to purchase additional coverage and any other settlement options), unearned premiums, claim expenses, interest on claims or unearned premiums, interest on policy funds, withdrawals, surrenders, amounts payable for returns or refunds of premiums, guaranteed minimum death benefits and loans made under the terms of any Covered Insurance Policy and other contract benefits, in each case arising under the express terms of the Covered Insurance Policies;

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2. all liabilities and obligations (including any punitive, exemplary or other extra-contractual damages or obligations other than Ceding Company Extra-Contractual Obligations) to the extent assumed or reinsured by the Ceding Company under the terms of any of the Underlying Reinsurance Agreements;

3. Ceding Company's obligations to deliver or maintain collateral security (whether in trust, through a letter of credit or otherwise) or provide statutory financial statement credit to counterparties under the terms of any of the Underlying Reinsurance Agreements;

4. all liabilities and obligations arising out of any changes to the terms and conditions of the Covered Insurance Policies mandated by Applicable Law or initiated by the holder of any Covered Insurance Policy pursuant to the terms of such policy;

5. (i) Taxes due in respect of Premiums received or accrued after the Effective Time by the Ceding Company (other than Taxes measured by or imposed on the income of the Ceding Company) and (ii) assessments and similar charges to the extent attributable to Premiums received or accrued after the Effective Time in connection with participation by either the Ceding Company or the Reinsurer, whether voluntary or involuntary, in any guaranty association established or governed by any Governmental Body; provided, that the amount of any Taxes described in clause (i) shall be determined without regard to any credits,

deductions or offsets to such Taxes otherwise available to the Ceding Company, other than any such credits, deductions or offsets that either are attributable to amounts described in clause (ii) or are reflected as an asset on the Closing Date Transfer Balance Sheet (calculated as if the Ceding Company issued and administered the Covered Insurance Policies through a separate legal entity that conducted no other insurance business); and provided further that, if any such credit, deduction or offset either attributable to amounts described in clause (ii) or reflected as an asset on the Closing Date Transfer Balance Sheet is used by the Ceding Company to offset or otherwise reduce Taxes due in respect of premiums that are not described in clause (i), the amount of such credit, deduction or offset shall be applied against, and reduce, reimbursements for Taxes due in respect of Premiums that are otherwise payable by the Reinsurer pursuant to this Agreement;

6. Compensation (including both fronted and trail commissions) and other servicing and administration fees payable with respect to the Covered Insurance Policies to or for the benefit of the Distributors who marketed or produced the Covered Insurance Policies, arising at and after the Effective Time;

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7. Subject to Section 2.3(b), amounts payable to reinsurers under the Existing Reinsurance Agreements arising at and after the Effective Time;

8. all expense allowances payable under the terms of the Underlying Reinsurance Agreements and all experience refunds payable under the terms of the Underlying Reinsurance Agreements to the extent reflected in the Closing Statement of General Account Net Settlement or arising on and after the Effective Time;

9. dividends payable under the Covered Insurance Policies which are attributable to the operations of the Business or to surplus accumulated with respect to the Business;

10. all liabilities and obligations which relate to (x) Premiums received by the Reinsurer (or an Affiliate) or the Ceding Company pending transfer to the Separate Accounts, and (y) one or more Separate Accounts that are not payable out of the assets of the Separate Accounts, including any loss to a fund or product resulting from pricing errors, expense calculation errors or missing fund activity to the extent not resulting from acts or omission by the Ceding Company or any of its Affiliates;

11. all escheat or unclaimed property liabilities or obligations arising under or relating to the Covered Insurance Policies including any claim payment as a result of procedures implemented by the Ceding Company in connection with unclaimed property liabilities, whether or not included within the General Account Reserves; and

12. any other liability or obligation arising out of or relating to the Covered Insurance Policies for which a reserve or accrual has been established and reported in a specific line item on the Closing Statement of General Account Net

Settlement applicable to the Ceding Company (after any disputes with respect thereto have been finally resolved in accordance with the Purchase Agreement);

provided, however, that General Account Liabilities shall not include any Separate Account Liabilities or Ceding Company Extra-Contractual Obligations or expenses allocated to the Ceding Company under the Administrative Services Agreement.

"General Account Modified Coinsurance Adjustment" means, with respect to any Accounting Period, an amount equal to the General Account Modified Coinsurance Amount as of the close of such Accounting Period less the General Account Modified Coinsurance Amount as of the close of the preceding Accounting Period.

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"General Account Modified Coinsurance Amount" means, with respect to any Accounting Period, collectively (i) the aggregate amount held by Underlying Companies as modified coinsurance reserves with respect to the general account liabilities under the Covered Insurance Policies ceded to the Ceding Company on a modified coinsurance basis under the Underlying Reinsurance Agreements, and (ii) the aggregate amount of Trust Withheld Assets, in each case of clauses (i) and (ii) as of the close of such Accounting Period.

"General Account Modified Coinsurance Assets" means the assets held by, or in trust by the Ceding Company for the benefit of, the Underlying Companies under the Underlying Reinsurance Agreements in support of the General Account Modified Coinsurance Amount.

"General Account Modified Coinsurance Investment Income" means an amount equal to the investment income earned on the General Account Modified Coinsurance Assets plus the amortization of the Interest Maintenance Reserve on the Trust Withheld Assets.

"General Account Reserves" means the aggregate amount of general account reserves (as described in Exhibits 5 and 6 of the Statutory Financial Statements of the Ceding Company or any successors to such exhibits), deposits (as described in Exhibit 7 of the Statutory Financial Statements of the Ceding Company or any successors to such exhibit) and liabilities (as described in Exhibit 8 of the Statutory Financial Statements of the Ceding Company or any successors to such exhibit) (in each case, without regard to the transactions contemplated by this Agreement) with respect to the Covered Insurance Policies, calculated in accordance with SAP; provided, the term "General Account Reserves" does not include the Separate Account Reserves.

[REDACTED]

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[REDACTED]

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[REDACTED]

"HLAC" means Hartford Life and Accident Insurance Company.

"HLAC General Account Reserves" has the meaning given to the term "General Account Reserves" in the HLAC Reinsurance Agreement.

[REDACTED]

"HLAC Reinsurance Agreement" means the Reinsurance Agreement, effective as of the Effective Time, by and between HLAC and the Reinsurer, as the same may be amended, modified or supplemented from time to time.

"HLAC Third Party Reinsurance" means collectively Existing Reinsurance Agreements (as defined in the HLAC Reinsurance Agreement) and Reinsurer Existing Reinsurance Agreements (as defined in the HLAC Reinsurance Agreement).

"HLIC" means Hartford Life Insurance Company.

"HLIC Covered Insurance Policies" has the meaning given to the term "Covered Insurance Policies" in the HLIC Reinsurance Agreement.

"HLIC General Account Reserves" has the meaning given to the term "General Account Reserves" in the HLIC Reinsurance Agreement.

[REDACTED]

"HLIC Reinsurance Agreement" means the Reinsurance Agreement, effective as of the Effective Time, by and between HLIC and the Reinsurer, as the same may be amended, modified or supplemented from time to time.

"HLIC Third Party Reinsurance" means collectively Existing Reinsurance Agreements (as defined in the HLIC Reinsurance Agreement) and Reinsurer Existing Reinsurance Agreements (as defined in the HLIC Reinsurance Agreement).

"Indemnified Party" has the meaning set forth in Section 10.3(a).

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"Indemnifying Party" has the meaning set forth in Section 10.3(a).

"Interest Maintenance Reserve" means the liability reserve determined in accordance with SAP, the purpose of which is to amortize realized capital gains and losses resulting from fluctuations in interest rates.

"Lockbox Account" has the meaning set forth in Section 3.11.

"Lockbox Banks" has the meaning set forth in Section 3.11.

"Lockbox Control Agreement" has the meaning set forth in Section 3.11.

[REDACTED]

"NAIC" means the National Association of Insurance Commissioners or any successor organization.

[REDACTED]

"Net Settlement" has the meaning set forth in Section 3.4(a).

"New Business Period" means the period from the date hereof to (a) the 18-month anniversary of the date hereof or (b) the 24-month anniversary of the date hereof, if the period referred to in clause (i) of Section 3.01(a) of the Administrative Services Agreement is renewed for an additional 6 months pursuant to the terms of the Administrative Services Agreement.

"New Insurance Policies" means the individual life insurance policies (including binders, endorsement, riders and supplementary contracts of individual life insurance) issued, renewed, reinsured or assumed by the Ceding Company following the Closing Date in accordance with the Administrative Services Agreement or the Wholesaling Agreement. New Insurance Policies shall exclude any Group Conversion Policies that are not reinsured under the Group Conversion Retrocession Agreement.

"New Insurance Policy Percentage Reinsured" means (i) with respect to any date of determination prior to the last day of the New Business Period, the amount expressed as a percentage equal to (x) the Estimated Aggregate New Insurance Policy Reinsured Face Amount, divided by (y) the Aggregate Unreinsured Face Amount as of the Effective Time, and (ii) with respect to any date of determination on or following the last day of the New Business Period, the amount, expressed as a percentage, equal to (x) the Actual Aggregate New Insurance Policy Reinsured Face Amount, divided by (y) the Aggregate Unreinsured Face Amount as of the Effective Time.

"New Reinsurance Agreements" means, collectively, (i) any new reinsurance agreement entered into by the Reinsurer referred to in clause (c) of the definition of "Reinsurer Existing Reinsurance Agreements", (ii) any new reinsurance agreement entered into by the Reinsurer referred to in clause (c) of the definition of "Reinsurer Existing Reinsurance Agreements" in the

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HLAC Reinsurance Agreement and (iii) any new reinsurance agreement entered into by the Reinsurer referred to in clause (c) of the definition of "Reinsurer

Existing Reinsurance Agreements" in the HLIC Reinsurance Agreement.

"New Reinsurance Capacity" means, as of any date of determination, the product of (i) the excess (if any) of (x) [REDACTED] minus (y) the sum of the Percentage Reinsured for each fiscal year during the term of this Agreement or fraction thereof ending on or prior to such date minus (z) the New Insurance Policy Percentage Reinsured and (ii) the Aggregate Unreinsured Face Amount as of such date.

"Non-Guaranteed Elements" means cost of insurance charges, credited interest rates, mortality and expense charges, administrative expense risk charges, policyholder dividends, policy loads and any other policy features that are subject to change, and those items set forth in Actuarial Standard of Practice 1-Non-Guaranteed Charges or Benefits for Life Insurance Policies and Annuity Contracts in effect as of the Effective Time and any successor rules for such Non-Guaranteed Elements as in effect from time to time.

[REDACTED]

"Party" has the meaning set forth in the preamble.

[REDACTED]

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[REDACTED]

"Payee" has the meaning set forth in Section 8.1.

"Percentage Reinsured" means, with respect to any fiscal year during the term of this Agreement or fraction thereof, the amount, expressed as a percentage, equal to (i) the aggregate face amount reinsured under each New Reinsurance Agreement entered into during such fiscal year or fraction thereof as of the effective date of such New Reinsurance Agreement, divided by (ii) the Aggregate Unreinsured Face Amount, which for the avoidance of doubt based on the definition of the "Aggregate Unreinsured Face Amount" will be determined as of the last day of the fiscal year ending immediately prior to such fiscal year in question or fraction thereof, or, with respect to the first fiscal year during the term of this Agreement, the Effective Time.

[REDACTED]

"Policy Loan Recoverables" means all policy loan repayments, policy loan interest and policy loan fees paid or payable in respect of the Covered Insurance Policies.

"Premiums" means premiums, considerations, deposits, loan repayments and similar amounts paid or payable in respect of the Covered Insurance Policies.

"Purchase Agreement" has the meaning set forth in the recitals.

"Qualified Existing Reinsurance Dispute" has the meaning set forth in Section 2.3(b).

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"RBC Ratio" means the percentage equal to (i) the quotient of the Total Adjusted Capital of the Reinsurer DIVIDED BY the Company Action Level RBC, MULTIPLIED BY (ii) 100.

"RBC Reporting Deadline" means, as of any date, the date that is either: (i) 75 calendar days after the end of each calendar year, or (ii) 60 calendar days after the end of any calendar quarter other than the calendar quarter ending on December 31.

"Recapture Date" has the meaning set forth in Section 9.3(a).

"Recapture Triggering Event" means any of the following occurrences:

[REDACTED]

"Recoverables" has the meaning set forth in Section 3.1(b).

"Reinsurance IMR" means the Interest Maintenance Reserve associated with the reinsurance by the Ceding Company on a modified coinsurance basis of the General Account

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Liabilities of certain of the Covered Insurance Policies, determined in accordance with SAP applicable to the Underlying Companies that issued such Covered Insurance Policies.

"Reinsurance IMR Investment Income" shall be equal to the investment income earned on the assets supporting the Reinsurance IMR.

"Reinsurance Recoverables" means all amounts due or payable to the Ceding Company under the Existing Reinsurance Agreements, including all recoverables, returns, amounts in respect of profit sharing and all other sums to which the Ceding Company may be entitled under the Existing Reinsurance Agreements.

[REDACTED]

"Reinsured Liabilities" means the General Account Liabilities, the Separate Account Liabilities and any Reinsurer Extra-Contractual Obligations.

"Reinsurer" has the meaning set forth in the preamble.

[REDACTED]

"Reinsurer Extra-Contractual Obligations" means all Extra-Contractual Obligations arising out of, resulting from or relating to any act, error or omission on and after the Effective Time, whether or not intentional, negligent, in bad faith or otherwise, by the Reinsurer or any of its Affiliates, or any service providers or Distributors engaged or compensated by the Reinsurer or its Affiliates or otherwise other than any Ceding Company Extra-Contractual Obligations.

"Reinsurer Indemnified Parties" has the meaning set forth in Section 10.2.

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"Reinvestment Event" means the following occurrence at any time following a Trust Withdrawal Event:

[REDACTED]

"Related Trust" means reserve trust accounts established by the Reinsuer [REDACTED] in connection with the transactions contemplated by the Purchase Agreement and related agreements.

"Required Balance" means an amount equal to [REDACTED] of the Net Reserves.

"Reserve Credit" means full Statutory Financial Statement credit for the reinsurance ceded to the Reinsurer under this Agreement or under any other Reinsurance Agreement in the relevant company's NAIC Annual Statement Blank and in all Statutory Financial Statements required to be filed with any Governmental Body charged with supervision of insurance companies in all United States jurisdictions in which such company is licensed, authorized or accredited to transact business.

"Reserve Credit Event" means any event that would cause the Ceding Company to not be permitted to receive Reserve Credit on any of its Statutory Financial Statements and that such event has not been remedied prior to the last calendar day of the calendar quarter in which such event occurs.

"SAP" means, with respect to any insurance company, the statutory accounting principles prescribed or permitted by the insurance regulatory authorities of the state of domicile of such insurance company or other applicable jurisdictions.

"Separate Account Liabilities" means all liabilities, obligations, expenses and Taxes (for the avoidance of doubt, other than Taxes measured by or imposed on the income of the Ceding Company) arising out of or relating to the Covered Insurance Policies, whether incurred before, at or after the Effective Time, to the extent payable out of the Separate Accounts.

"Separate Account Reserves" means the aggregate amount of reserves and deposits of the Ceding Company or any applicable Underlying Company attributable to the Separate Account Liabilities (as would be described in Exhibits 3, 4 and 6 of the Statutory Financial Statements related to separate accounts of the Ceding Company or any such Underlying Ceding Company or any successors to such exhibits), calculated in accordance with SAP.

"Separate Accounts" means the registered and unregistered separate accounts of the Ceding Company and the Underlying Companies applicable to the Covered Insurance Policies as identified in Schedule 1.1(H) hereto.

"Settlement Statement" has the meaning set forth in Section 3.4(a).

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"Statutory Book Value" means with respect to any Eligible Asset, the dollar amount thereof stated on the Statutory Financial Statements as admitted assets of the Reinsurer, as determined in accordance with the statutory accounting requirements in the Reinsurer's state of domicile, but disregarding any permitted practices applicable to the Reinsurer.

"Statutory Financial Statements" means, with respect to any Person, the annual and quarterly statutory financial statements of such Person filed with the Governmental Body charged with supervision of insurance companies in the jurisdiction of domicile of such Person to the extent such Person is required by Applicable Law to prepare and file such financial statements.

"Terminal Accounting Period" means the Accounting Period during which the Recapture Date or the Termination Date, as applicable, occurs.

"Terminal Settlement" has the meaning set forth in Section 9.4.

"Terminal Settlement Statement" has the meaning set forth in Section 9.4.

"Termination Date" has the meaning set forth in Section 9.3(b).

"Termination Event" means any failure by the Ceding Company (or any successor by operation of law of the Ceding Company, including, but not limited to, any receiver, liquidator, rehabilitator, conservator or similar Person of the Ceding Company) to pay any material amount due to the Reinsurer under this Agreement payable by the Ceding Company (including any Recoverables received by the Ceding Company and payable to the Reinsurer) and such failure has not been cured within 90 calendar days after written notice thereof from the Reinsurer.

"Third-Party Claim" has the meaning set forth in Section 10.3(a).

"Total Adjusted Capital" means, with respect to any insurance company, its total adjusted capital as calculated in accordance with the most current formula for calculating such amount adopted by the insurance regulatory authority in such insurance company's state of domicile.

"Transaction Agreements" means the Purchase Agreement and each of the Ancillary Agreements other than this Agreement.

"Treasury Regulations" means the Treasury Regulations (including temporary and proposed Treasury Regulations) promulgated by the United States Department of Treasury with respect to the Code or other United States federal Tax statutes.

"Triggering Event" shall occur if [REDACTED]

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[REDACTED]

"Trust Account" means the trust account established by the Reinsurer for the benefit of the Ceding Company under the Trust Agreement.

[REDACTED]

"Trust Withdrawal Event" has the meaning set forth in Section 4.11(a).

"Trust Withdrawal Event Conditions" means [REDACTED]

"Trust Withdrawal Event Acknowledgement" has the meaning set forth in Section 4.11(a).

"Trust Withdrawal Event Notice" has the meaning set forth in Section 4.11(a).

"Trust Withheld Assets" means those assets required to be held by the Ceding Company in trust for the benefit of any Underlying Company (and not transferred to the Reinsurer) with respect to any Covered Insurance Policies reinsured on a coinsurance basis under any Underlying Reinsurance Agreement.

"Trustee" has the meaning set forth in Section 4.2(a).

"UCC" means the Uniform Commercial Code as in effect from time to time in the Ceding Company's state of domicile.

"Unamortized Portion of the Ceding Commission" means, [REDACTED] If the Parties cannot agree on the amount of the Unamortized Portion of the Ceding Commission as of the Termination Date or Recapture Date, as applicable, the issue will be referred to, and conclusively determined by [REDACTED]

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[REDACTED] whose fees will be shared equally by the Parties.

"Underlying Companies" means the insurance companies that have ceded any liabilities or obligations under Covered Insurance Policies to the Ceding

Company pursuant to any Underlying Reinsurance Agreement.

"Underlying Reinsurance Agreements" means the reinsurance agreements listed in Schedule 1.1(C) under which the Underlying Companies have ceded any liabilities or obligations under Covered Insurance Policies to the Ceding Company.

ARTICLE II.
BASIS OF REINSURANCE AND BUSINESS REINSURED

SECTION 2.1 REINSURANCE.

(a) Subject to the terms and conditions of this Agreement, as of the Effective Time, the Ceding Company hereby cedes on an indemnity reinsurance basis to the Reinsurer, and the Reinsurer hereby accepts and agrees to assume and indemnity reinsure, one hundred percent (100%) of all General Account Liabilities on a combined coinsurance basis and modified coinsurance basis (net of Collectible Reinsurance) and one hundred percent (100%) of all Separate Account Liabilities on a modified coinsurance basis. In addition, on and after the Effective Time, the Reinsurer hereby assumes all Reinsurer Extra-Contractual Obligations. This Agreement is solely between the Ceding Company and the Reinsurer and shall not create any legal relationship whatsoever between the Reinsurer and any Person other than the Ceding Company. The reinsurance effected under this Agreement shall be maintained in force, without reduction, unless such reinsurance is recaptured, terminated or reduced as provided herein. On and after the Effective Time, the Reinsurer shall be obligated to make payments to or on behalf of the Ceding Company, as and when due, of all Reinsured Liabilities in accordance with Article III.

(b) Upon the reinstatement or reissuance of any lapsed or surrendered Covered Insurance Policy in accordance with the terms thereof, such Covered Insurance Policy shall be automatically reinsured hereunder.

SECTION 2.2 SEPARATE ACCOUNTS.

(a) For each of the Covered Insurance Policies, the amount to be invested on a variable basis in accordance with the terms of such Covered Insurance Policy shall be held by the Ceding Company or the Underlying Companies, as applicable, in the Separate Accounts, and all Premiums with respect to such Covered Insurance Policy shall be deposited in the Separate Accounts to the extent required to be deposited therein by such Covered Insurance Policy.

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From and after the Effective Time, the Ceding Company shall retain, control and own all assets contained in the Ceding Company's Separate Accounts and shall hold its Separate Account Reserves with respect to the Covered Insurance Policies that are funded, in whole or in part, by one or more of the Ceding Company's Separate Accounts and such Separate Account Reserves shall be reported by the Ceding Company on its Separate Account balance sheets, consistent with SAP. The Reinsurer acknowledges that the Underlying Companies will retain, control and own all assets contained in such Underlying Companies' Separate Accounts and shall hold such Underlying Companies' Separate Account Reserves with respect to the Covered Insurance Policies that are funded, in whole or in part, by one or more such Underlying Companies' Separate Accounts.

(b) For each of the Covered Insurance Policies, the amount to be paid with respect to surrenders, loans, annuitization payments, death benefits, Compensation or any other amounts with respect to such Covered Insurance Policy shall be paid out of the Separate Accounts to the extent required by such Covered Insurance Policy. For purposes hereof, the Reinsured Liabilities attributable to the Covered Insurance Policies shall be apportioned between the General Account Liabilities and the Separate Account Liabilities in a manner consistent with the applicable Covered Insurance Policies and Applicable Law.

[REDACTED]

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[REDACTED]

SECTION 2.4 NON-GUARANTEED ELEMENTS. The Ceding Company shall set all Non-Guaranteed Elements under the Covered Insurance Policies from and after the Effective Time, taking into account the recommendations of the Reinsurer acting in its capacity as Administrator under the Administrative Services Agreement with respect thereto, which the Ceding Company shall only reject in good faith and on a reasonable basis that such recommendations fail to comport with Applicable Law, applicable Actuarial Standards of Practice or the terms of any Covered Insurance Policy. The Ceding Company shall, to the extent it has rights to do so, convey to the Underlying Companies under the Underlying Reinsurance Agreements the recommendations of the Reinsurer with respect to Non-Guaranteed Elements as if such recommendations were the Ceding Company's own. The Ceding Company will indemnify the Reinsurer for Losses arising out of any failure of the Ceding Company to implement or otherwise put into effect the Reinsurer's recommendations with respect to Non-Guaranteed

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Elements in accordance with this Section, other than to the extent that following such recommendation would have violated any Applicable Law, applicable Actuarial Standards of Practice or the terms of any Covered Insurance Policy.

SECTION 2.5 RESERVES AND LIABILITIES REPORTING. Pursuant to the Administrative Services Agreement and in accordance with the terms thereof, the Reinsurer shall, in its capacity as Administrator, provide to the Ceding Company information relating to the reserves and liabilities in respect of the Covered Insurance Policies.

SECTION 2.6 INSURANCE CONTRACT CHANGES. Except as directed by the Reinsurer or as performed by the Reinsurer (or its duly appointed assignee or delegatee) acting on behalf of the Ceding Company in its capacity as Administrator, the Ceding Company, on its own initiative, shall not change the terms or conditions of any Covered Insurance Policy, other than for any change required by the terms of any Covered Insurance Policies, any Governmental Body or Applicable Law. If the Reinsured Liabilities under any of the Covered Insurance Policies are changed (a) because of changes made on or after the Effective Time in the terms and conditions of the Covered Insurance Policies effected by the Reinsurer, including in its capacity as Administrator, or (b) pursuant to the terms of any Covered Insurance Policies or by reason of the requirements of any Governmental Body or Applicable Law, the Reinsurer will participate, on the reinsurance basis set forth in Section 2.1, and assume one hundred percent (100%) of all liabilities and obligations resulting from such changes and shall fully indemnify the Ceding Company and hold the Ceding Company harmless with respect to such changes, in each case, subject to the terms and conditions of this Agreement. With respect to any change that, despite being required by the terms of any Covered Insurance Policies, any Governmental Body or Applicable Law, the Reinsurer is not implementing, the Ceding Company shall, to the extent practicable, prior to the effectiveness of any such change, promptly notify the Reinsurer of such proposed change and afford the Reinsurer, at the Reinsurer's expense, the opportunity, to the extent practicable, to object to such change under applicable administrative procedures (both formal and informal). In the event the Reinsurer seeks to object as provided in the previous sentence, the Reinsurer shall indemnify and hold the Ceding Company harmless for any Loss so suffered by the Ceding Company in accordance with Article X.

SECTION 2.7 FOLLOW THE FORTUNES. The Reinsurer's liability under this Agreement shall attach simultaneously with that of the Ceding Company under the Covered Insurance Policies, and the Reinsurer's liability under this Agreement shall be subject in all respects to the same risks, terms, rates, conditions, interpretations, assessments, waivers, proportion of Premiums paid to the Ceding Company without any deductions, and to the same modifications, alterations, terminations and recaptures, as the respective Covered Insurance Policies and Reinsured Liabilities to which liability under this Agreement attaches, the true intent of this Agreement being that the Reinsurer shall, subject to the terms, conditions, and limits of this Agreement, follow the fortunes of the Ceding Company under the Covered Insurance Policies, and the Reinsurer shall be bound, without limitation, by all payments and settlements under the Covered Insurance Policies.

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ARTICLE III.
TRANSFER OF ASSETS; PAYMENTS; SETTLEMENTS; ADMINISTRATION AND ACCOUNTING

SECTION 3.1 PAYMENTS BY THE CEDING COMPANY.

(a) As consideration for the Reinsurer's agreement to provide reinsurance pursuant to this Agreement, the Ceding Company hereby sells, assigns, transfers and delivers to the Reinsurer, effective as of the Effective Time, in accordance with the Purchase Agreement, to the Reinsurer, (i) Investment Assets selected in accordance with the Purchase Agreement with a Statutory Book Value (as such term is defined in the Purchase Agreement) equal to (A) the Initial Reinsurance Premium, MINUS (B) the value of Policy Loans assigned to the Reinsurer hereunder, MINUS (C) the Accrued Investment Income transferred to the Reinsurer hereunder and MINUS (D) the Tax Gross-Up Change in IMR, in each case determined by reference to the Estimated Statement of General Account Net Settlement for the Ceding Company with respect to the Covered Insurance Policies hereunder pursuant to the Purchase Agreement, (ii) the Policy Loans identified on line B.2 of the Statement of General Account Net Settlement, (iii) the Accrued Investment Income identified on line B.1 of the Statement of General Account Net Settlement and (iv) cash in an amount equal to the Tax Gross-Up Change in IMR. Such transfer shall be adjusted following the date hereof in accordance with the procedures set forth therefor in the Purchase Agreement.

(b) As additional consideration for the reinsurance provided herein, subject to Section 2.3(b), the Ceding Company hereby sells, assigns, transfers and delivers to the Reinsurer, effective as of the Effective Time, all of the Ceding Company's (or any of its Affiliates') right, title and interest in the following with respect to the Covered Insurance Policies or the Existing Reinsurance Agreements receivable by the Ceding Company and attributable to periods on and after the Effective Time (items (i) through (iv), collectively, the "Recoverables"):

(i) Premiums;

(ii) Reinsurance Recoverables, but not including any amounts to the extent attributable to any Excluded Liabilities retained by the Ceding Company including the Ceding Company Extra-Contractual Obligations;

(iii) Without duplication, all charges and fees, including, management fees, marketing and distribution fees, cost of insurance charges, premium loads, record-keeping fees, policy loan fees, mortality and expense risk charges, administrative expense charges, rider charges, contract maintenance charges, back-end sales loads and other considerations billed separately, and amounts for the pre-Tax amount of any expense reimbursement (other than "soft dollars"), indemnification, revenue-sharing or other payments paid or payable to the Ceding Company or any of its Affiliates by any mutual fund organization attributable to the use of such

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organization's mutual funds as funding vehicles to the extent attributable to the Covered Insurance Policies, but not including any amounts to the extent attributable to any Excluded Liabilities retained by the Ceding Company including the Ceding Company Extra-Contractual Obligations; and

(iv) Without duplication, all other payments, collections, releases of funds paid or payable to the Ceding Company or any of its Affiliates and recoveries relating to the Reinsured Liabilities or the Covered Insurance Policies (including releases of funds (including releases of investment income to the Ceding Company) out of the Separate Accounts) but not including any amounts recovered to the extent attributable to any Excluded Liabilities retained by the Ceding Company including the Ceding Company Extra-Contractual Obligations.

To the extent the foregoing sentences are ineffective to transfer ownership of the type of asset described, the Ceding Company agrees to execute and record or cause its Affiliates to execute and record all additional instruments, bills of sale, deeds and other documents necessary to transfer such asset as soon practicable after the Effective Time. Direct receipt by the Reinsurer or any of its Affiliates of any such amounts shall satisfy any obligation of the Ceding Company to transfer any such amount to the Reinsurer hereunder. Any Recoverables paid to, or received by, any Affiliate of the Ceding Company shall be deemed to have been received by the Ceding Company and shall be payable hereunder as if received directly by the Ceding Company.

(c) The Ceding Company hereby appoints the Reinsurer as its agent to collect all Recoverables in the Ceding Company's name for the account of the Reinsurer. The Ceding Company agrees and acknowledges that the Reinsurer and its permitted assigns and delegatees are entitled to enforce, in the name of the Ceding Company, all rights at law or in equity or good faith claims of the Ceding Company with respect to such Recoverables. If necessary for such collection, the Ceding Company shall reasonably cooperate, at the Reinsurer's expense, in any litigation or other dispute resolution mechanism relating to such collection. The Parties acknowledge and agree that the Ceding Company shall have no obligation to seek collection of any Recoverables and that the Reinsurer shall be responsible for and has hereby assumed the financial risk of any uncollected or uncollectible Recoverables from any payors thereof (other than the Ceding Company or any of its Affiliates). To the extent that the Ceding Company recovers any Recoverables from any third party attributable to the Covered Insurance Policies, the Ceding Company shall, in accordance with Section 3.4, transfer such amounts to the Reinsurer, together with any pertinent information that the Ceding Company may have relating thereto.

SECTION 3.2 PAYMENTS BY THE REINSURER. In consideration of the reinsurance by the Ceding Company of the Covered Insurance Policies, the Reinsurer shall pay to the Ceding Company, on the Closing Date, its share of the Ceding Commission attributable to the reinsurance hereunder in the manner contemplated in Section 3.3(b) of the Purchase Agreement. In addition, the Reinsurer shall pay and discharge all payments made under or as a result of the Reinsured Liabilities which are or which become due and payable at or at any time after the Effective Time.

SECTION 3.3 MODIFIED COINSURANCE.

(a) The Reinsurer agrees that the Ceding Company shall retain, maintain, and own, and shall permit the Underlying Companies under the Covered Insurance Policies to retain, maintain, and own, their respective General Account Modified Coinsurance Assets collectively equal to the General Account Modified Coinsurance Amount.

(b) Simultaneously with the payment of the Initial Reinsurance Premium pursuant to Section 3.1(a), the Ceding Company shall withhold from the Reinsurer an amount equal to the General Account Modified Coinsurance Amount, if any, as at the Effective Time as an initial General Account Modified Coinsurance Adjustment.

SECTION 3.4 NET SETTLEMENT.

(a) During the term of this Agreement, a settlement amount between the Ceding Company and the Reinsurer as of the last day of each Accounting Period or other shorter period as agreed upon by the Parties (the "Net Settlement") shall be calculated by the Reinsurer in accordance with clause (b) below, and a statement setting forth details of such calculation (the "Settlement Statement") containing the information set forth in Exhibit B hereto shall be delivered by the Reinsurer to the Ceding Company in accordance with the Administrative Services Agreement. If the amount of the Net Settlement for an Accounting Period is positive, the Ceding Company shall pay such amount to the Reinsurer within 5 Business Days of its receipt of the Settlement Statement for such Accounting Period. If the amount of the Net Settlement for an Accounting Period is negative, the Reinsurer shall pay the absolute value of such amount to the Ceding Company within 5 Business Days from the date it delivers the Settlement Statement for such Accounting Period to the Ceding Company.

(b) The Net Settlement with respect to any Accounting Period for the reinsurance covered hereunder is equal to the following:

(i) the Recoverables actually received by the Ceding Company or the Reinsurer with respect to the Covered Insurance Policies during such Accounting Period (without duplication for amounts under clauses (iv), (v) and (vi) below); MINUS

(ii) the General Account Liabilities payable by the Reinsurer on a cash basis in respect of the Covered Insurance Policies during such Accounting Period; MINUS

(iii) the Separate Account Liabilities payable out of the Separate Accounts in respect of the Covered Insurance Policies during such Accounting Period; MINUS

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(iv) the Reinsurance IMR as of the close of such Accounting Period less the Reinsurance IMR as of the close of the preceding Accounting Period; PLUS

(v) the General Account Modified Coinsurance Investment Income and the Reinsurance IMR Investment Income, in each case, received with respect to such Accounting Period; MINUS

(vi) the General Account Modified Coinsurance Adjustment with respect to such Accounting Period.

(c) To the extent that the Reinsurer makes any direct payments from its own funds or out of any Separate Account to or on behalf of the Ceding Company in respect of Reinsured Liabilities in respect of an Accounting Period, whether in its capacity as Administrator or otherwise, the amount of any such payments shall be deducted from the amount payable included in clause (ii) or clause (iii), as applicable, of Section 3.4(b) for such Accounting Period. In addition, to the extent Recoverables are actually received by, and are available to, the Reinsurer (or one of its Affiliates) in respect of an Accounting Period, whether in its capacity as Administrator or otherwise, the amount of any such Recoverables received shall be deducted from the amount of Recoverables included in clause (i) of Section 3.4(b) for such Accounting Period. To the extent that the Reinsurer makes any payments under the Hold Harmless and Indemnification Agreement, the amount of such payments shall be deducted from the amount payable included in clause (ii) or clause (iii), as applicable, of Section 3.4(b) and the Reinsurer shall be discharged of any obligation hereunder with respect thereto to the extent of such payment.

(d) With respect to the General Account Modified Coinsurance Investment Income, the Reinsurance IMR Investment Income, the Reinsurance IMR and the General Account Modified Coinsurance Adjustment (in each case that are not with respect to the Trust Withheld Assets) for an Accounting Period, to the extent that the calculation of any of such items would result in an amount payable to the Reinsurer, only such amounts as are actually received by the Ceding Company from the Underlying Companies under the Covered Insurance Policies by way of payment or offset or otherwise shall be included in such Net Settlement.

SECTION 3.5 DELAYED PAYMENTS. If there is a delayed settlement of any payment due hereunder, interest will accrue on such payment at the then applicable prime rate of interest, as reported by The Wall Street Journal (or, if The Wall Street Journal has ceased or suspended regular publication, another nationally distributed newspaper of general circulation reasonably selected by the Ceding Company) until settlement is made. For purposes of this Section 3.5, a payment will be considered overdue, and such interest will begin to accrue, on the 10th day immediately following the date such payment is due. For greater clarity, (i) a payment shall be deemed to be due hereunder on the last date on which such payment may be timely made under the applicable provision, and (ii) interest will not accrue on any payment due to a Party hereunder unless the delayed settlement thereof was caused by the other Party.

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SECTION 3.6 OFFSET AND RECOUPMENT RIGHTS. Any debits or credits incurred on or after the Effective Time in favor of or against either the Ceding Company or the Reinsurer with respect to this Agreement are deemed mutual debits or credits and may be set off and recouped, and only the net balance shall be allowed or paid. In the event of any liquidation, rehabilitation, conservation, supervision, receivership or similar proceeding by or against the Ceding Company or the Reinsurer, the rights of offset and recoupment set forth in this Section 3.6 shall apply to the fullest extent permitted by Applicable Law.

SECTION 3.7 ADMINISTRATION AND ACCOUNTING. Pursuant to the terms of the Administrative Services Agreement but subject to the Transition Services Agreement, the Reinsurer (or one of its Affiliates), in its capacity as Administrator, will administer the Covered Insurance Policies and the related administrative services agreements.

SECTION 3.8 CERTAIN REPORTS.

(a) At each RBC Reporting Deadline that pertains to a calendar year end, the Reinsurer shall provide to the Ceding Company the RBC Ratio of the Reinsurer as of the last day of such calendar year. At each RBC Reporting Deadline that pertains to a calendar quarter other than the calendar quarter ending on December 31, the Reinsurer shall provide to the Ceding Company: [REDACTED]

(b) During the term of this Agreement, regardless of whether the Reinsurer is required by Applicable Law to calculate its RBC Ratio, it shall calculate its RBC Ratio in accordance with the factors and formulae prescribed by the applicable Governmental Body with respect to a standalone life insurance company domiciled in the Reinsurer's jurisdiction of domicile as if the RBC Ratio calculation were still in effect with respect to the Reinsurer. In the

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event of an elimination by Applicable Law of the requirement for the Reinsurer to calculate risk based capital or a material change in the factors and formulae prescribed by the insurance regulatory authority in the Reinsurer's state of domicile with respect to the components and methodologies contained in the calculation of the RBC Ratio (including material changes to the calculation of Total Adjusted Capital), the Parties shall amend this Agreement to incorporate an alternative calculation that is reasonably equivalent to the components of and methodologies contained in the calculation of the Reinsurer's RBC Ratio in effect as of the Effective Time within 30 calendar days after the implementation of such change, and if the Parties cannot agree on any such alternative, the Reinsurer shall continue to calculate the RBC Ratio as if such material change had not occurred.

(c) The Reinsurer shall provide written notice of the occurrence of any Triggering Event or a Recapture Triggering Event (i) within 2 Business Days after becoming aware of its occurrence or (ii) in connection with its reporting of the RBC Ratio to the Governmental Body charged with supervision of insurance companies in the Reinsurer's jurisdiction of domicile or its good faith estimate of its RBC Ratio in connection with a confirmation under clause (a) above which would result in a Triggering Event or a Recapture Triggering Event. In addition, the Reinsurer shall cooperate fully with the Ceding Company and promptly respond to the Ceding Company's reasonable inquiries from time to time concerning the determination of whether a Triggering Event or a Recapture Triggering Event has occurred.

(d) The Reinsurer shall provide the Ceding Company with its annual and quarterly Statutory Financial Statements and a copy of its annual audited Statutory Financial Statements along with the audit report thereon, in each case to the extent not publicly available.

SECTION 3.9 RESERVED.

SECTION 3.10 BOOKS AND RECORDS. The Reinsurer shall, and shall cause its Affiliates to, preserve, until such date as may be required by the Reinsurer's standard document retention policies (or such other later date as may be required by Applicable Law), all books and records related to the Business. During such period, upon any reasonable request from the Ceding Company or its Representatives, the Reinsurer shall (a) provide to the Ceding Company and its Representatives reasonable access to such books and records during normal business hours; provided that such access shall not unreasonably interfere with the conduct of the business of the Reinsurer, and (b) permit the Ceding Company and its Representatives to make copies of such records, in each case, at no cost to the Ceding Company or its Representatives (other than for reasonable out-of-pocket expenses). Such books and records may be sought under this Section 3.10 by the Ceding Company for any reasonable purpose, including to the extent reasonably required in connection with accounting, litigation, federal securities disclosure or other similar purpose. Notwithstanding the foregoing, any and all such books and records may be destroyed by the Reinsurer if the Reinsurer sends to the Ceding Company written notice of its intent to destroy such records, specifying in reasonable detail the contents of the records to be destroyed; such records may then be destroyed after the 60th day following such notice unless the Ceding Company notifies the Reinsurer that it desires to obtain possession of such records, in which event the Reinsurer shall transfer the records to the Ceding Company and the Ceding Company

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shall pay all reasonable expenses of the Reinsurer in connection therewith. Nothing herein shall require the Reinsurer to disclose any information to the Ceding Company or its Representatives if such disclosure would jeopardize any attorney-client privilege, the work product immunity or any other legal privilege or similar doctrine or contravene any Applicable Law, Court Order or Regulatory Agreement (including any confidentiality agreement with an unaffiliated litigant or regulator to which the Reinsurer or any of its Affiliates is a party) or require the Reinsurer to disclose its Tax records or any personnel or related records.

SECTION 3.11 LOCKBOX ACCOUNTS. The Reinsurer shall establish one or more lockboxes and accounts in the name of the Reinsurer to be used solely with respect to the Recoverables (each lockbox and related account, a "Lockbox Account"). The Lockbox Accounts shall be owned by the Reinsurer and all Recoverables received directly by the Reinsurer or any of its Affiliates shall be deposited in the Lockbox Accounts. The Reinsurer may, and at the request of the Reinsurer the Ceding Company shall, give written notice to each Person responsible for payment of any Recoverables after the Effective Time that such Recoverables have been sold and assigned to the Reinsurer and that payment thereof is to be made to the Reinsurer at the Lockbox Account designated by the Reinsurer. The Parties acknowledge that the Lockbox Accounts shall be subject to the terms of the Account Control Agreement (the "Lockbox Control Agreement") being entered into concurrently herewith by the Ceding Company, the Reinsurer and each bank with which a Lockbox Account is maintained (the "Lockbox Banks"). On and after the date hereof, if the Reinsurer establishes any additional Lockbox Account, upon the establishment of such Lockbox Account, it shall be subject to an account control agreement with the relevant lockbox bank substantially similar to the Lockbox Control Agreement entered into by the Ceding Company, the Reinsurer and each bank with which such Lockbox Account is maintained.

(a) Prior to the occurrence of a Triggering Event or a Recapture Triggering Event, the disposition of assets in the Lockbox Accounts shall be at the sole direction and discretion of the Reinsurer. Subject to Section 3.11(b) below, upon the occurrence, and during the continuance, of a Triggering Event or a Recapture Triggering Event, Recoverables collected in the Lockbox Accounts shall be transferred by the Reinsurer directly to the Custodial Account on a daily basis.

(b) Upon the occurrence, and during the continuance, of a Recapture Triggering Event and upon notice by the Ceding Company to the Reinsurer and the Lockbox Banks, (x) the Reinsurer shall cease to be entitled to direct the disposition of assets in the Lockbox Accounts and (y) the Ceding Company shall be entitled, without the consent of the Reinsurer, to direct the Lockbox Banks to transfer assets in the Lockbox Accounts to the Custodial Account. During any period in which the Ceding Company is entitled to give the direction referred to in clause (y) of the preceding sentence, the Ceding Company shall cause Recoverables collected in the Lockbox Accounts to be transferred to the Custodial Account on a daily basis.

SECTION 3.12 OWNERSHIP OF RECOVERABLES. The Parties intend that the Ceding Company's assignment pursuant to Section 3.1(b) to be a present sale and assignment of all of

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the Ceding Company's rights, title and interest in the Recoverables and not an assignment for security. All monies, checks, drafts, money orders, postal notes and other instruments that may be received after the Effective Time by the Ceding Company for Recoverables shall be held in trust by the Ceding Company for the benefit of the Reinsurer and shall be promptly transferred and delivered to the Reinsurer, and any such instruments when so delivered shall bear all endorsements required to effect the transfer of same to the Reinsurer. The Reinsurer is hereby authorized to endorse for payment to the Reinsurer any such checks, drafts, money orders and other instruments pertaining to the Recoverables that are payable to, or to the order of, the Ceding Company and received by the Reinsurer under this Agreement, whether they are delivered to the Lockbox or otherwise transferred and delivered by the Ceding Company to the Reinsurer.

SECTION 3.13 REINSURER'S SECURITY INTEREST.

(a) To the extent that the assignment of Recoverables pursuant to Section 3.1(b) is not recognized as a present sale and assignment, is not valid or is recharacterized as a pledge rather than a lawful conveyance of ownership to the Reinsurer, the Ceding Company hereby grants to the Reinsurer a security interest in (i) all of the Ceding Company's right, title and interest (legal, equitable or otherwise), if any, to all Recoverables and all amounts and assets (including the Custodial Funds) held in, or investments thereof credited to, the Lockbox Accounts and the Custodial Account that are assigned to the Reinsurer hereunder as Recoverables and all proceeds of any and all of the foregoing and (ii) to the extent the Ceding Company is deemed to be the owner thereof, the Lockbox Accounts and the Custodial Account (collectively, the "Collateral") to secure all of the Ceding Company's obligations under this Agreement (including without limitation any obligation of the Ceding Company to pay the Terminal Settlement under Article IX). All costs and expenses incurred in connection with obtaining a first priority perfected security interest shall be borne by the Reinsurer. The Ceding Company hereby represents to the Reinsurer that as of the date hereof it has not granted any security interest in any Collateral to any Person other than as contemplated under this Section and during the term of this Agreement the Ceding Company will not grant any security interest in any Collateral to any Person other than the Reinsurer.

(b) Upon the failure of the Ceding Company to fully perform and comply with any of its material obligations under this Agreement (including, without limitation, under Sections 3.4 and 9.4), which failure is not caused by the Reinsurer (or one of its Affiliates) as Administrator and remains uncured 10 days after written notice thereof is received by the Ceding Company, and subject to Section 3.13(c), the Reinsurer shall have, in addition to all other rights under this Agreement or under Applicable Law, the following rights:

(i) the right to exercise all rights and remedies granted a secured party under the UCC, as though all the Collateral constituted property subject to a security interest under Article 9 thereof;

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(ii) the right to set off against any and all of the Collateral any amounts owed by the Ceding Company hereunder;

(iii) the right to intercept and retain monies and property in the Lockbox Account and otherwise;

(iv) without giving rise to any right to double recovery under this Section 3.13 and Section 10.2, the right to reasonable attorneys' fees incurred in connection with the enforcement of this Agreement or in connection with disposition of the Collateral; and

(v) the right to dispose of the Collateral in accordance with the UCC.

(c) This Section 3.13 is being included in this Agreement to ensure that, if an insolvency or other court determines that, notwithstanding the provisions of this Agreement and the express intent of the Parties, the Ceding Company retained ownership of, or any rights in the Collateral, the Reinsurer's rights to the Collateral are protected with a first priority, perfected security interest, and it is the intent of the Parties that this Section 3.13 be interpreted as such. Upon the occurrence and during the continuation of a Triggering Event or a Recapture Triggering Event, Sections 3.11 and 4.9 shall apply.

(d) Nothing contained herein shall be construed to support the conclusion that the Ceding Company will retain any ownership of or any rights in the Collateral after the Effective Time or to support the conclusion that the Reinsurer will not acquire full ownership thereof as of the Effective Time.

(e) On or prior to the Closing Date, the Ceding Company shall execute and deliver and the Reinsurer is authorized to execute and deliver any and all financing statements reasonably requested by the Reinsurer in order to perfect the Reinsurer's title and security interest under Article 9 of the UCC to any and all Recoverables and all other Collateral. From and after the Effective Time, the Ceding Company shall do such further acts and things as the Reinsurer may request in order that the security interest granted hereunder may be maintained as a first perfected security interest, including, without limitation, entry into a control agreement with each bank at which the Lockbox is maintained.

SECTION 3.14 NOVATION OF COVERED INSURANCE POLICIES. Following the Effective Time, if requested by the Reinsurer and subject to obtaining all applicable approvals from any Person, the Ceding Company shall cooperate with the Reinsurer and use its commercially reasonable efforts to novate any Covered Insurance Policies or the Underlying Reinsurance Agreements, other than any Covered Insurance Policies with amounts invested in Separate Accounts, from the Ceding Company to the Reinsurer or a designated Affiliate of the Reinsurer. The Ceding Company shall promptly advise the Reinsurer of any communications with respect to any such

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proposed novation. All correspondence from either the Ceding Company or the Reinsurer to any policyholder under any Covered Insurance Policy or to any

Underlying Company under any Underlying Reinsurance Agreement as applicable, in connection with any such proposed novation shall be in a form approved by the other Party; provided that any such approval shall not be unreasonably withheld, conditioned or delayed. At the Reinsurer's instruction and expense and subject to obtaining all applicable approvals from any Person, the Ceding Company shall effect any such action with respect to any such proposed novation as the Reinsurer shall reasonably request, including sending correspondence requesting that a Covered Insurance Policy or Underlying Reinsurance Agreement be novated to the Reinsurer or a designated Affiliate of the Reinsurer in a form approved by the Reinsurer. The Parties shall share the cost of obtaining any consents required for any novations of any of the Underlying Reinsurance Agreements listed on Schedule 8.13(b) of the Business Disclosure Schedule delivered pursuant to the Purchase Agreement on the same basis as provided in Section 8.13(b) of the Purchase Agreement and taking into account any amounts paid by the parties to the Purchase Agreement under Section 8.13(b) of the Purchase Agreement for purposes of applying any applicable caps to the parties obligations in connection thereto. Reinsurer shall be responsible for the cost of obtaining any other consents for the novations contemplated by this Section 3.14. Any Covered Insurance Policy or Underlying Reinsurance Agreement that is novated to the Reinsurer pursuant to this Section shall cease to be a Covered Insurance Policy or an Underlying Reinsurance Agreement upon the effectiveness of such novation.

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ARTICLE IV.
LICENSES; REINSURANCE CREDIT

SECTION 4.1 LICENSES. At all times during the term of this Agreement, the Reinsurer shall hold and maintain all licenses and authorizations required under Applicable Law and otherwise take all action that may be necessary (i) so that the Ceding Company may receive Reserve Credit, and (ii) to perform its obligations hereunder.

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ARTICLE V.
OVERSIGHTS; COOPERATION; REGULATORY MATTERS

SECTION 5.1 OVERSIGHTS. Unintentional or inadvertent delays, errors or omissions made in connection with this Agreement or any transaction hereunder (i) shall not relieve either Party from any liability or obligation which would have attached had such delay, error or omission not occurred; and (ii) both Parties shall be restored as closely as possible to the positions they would have occupied if no delay, error or omission had occurred, provided that, in all cases, such error or omission is rectified as soon as reasonably practicable after discovery by the Party making such error or omission or responsible for such delay, and provided, further, that said responsible Party shall be responsible for any additional liability or obligation which attaches as a result.

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SECTION 5.2 COOPERATION. Each Party hereto shall cooperate fully with the other in all reasonable respects in order to accomplish the objectives of this Agreement, including making available to each their respective officers, employees and agents for interviews and meetings with Governmental Bodies and furnishing any additional assistance, information and documents as may be reasonably requested by a party from time to time.

SECTION 5.3 REGULATORY MATTERS. Subject to the provisions of Article X and solely to the extent not otherwise covered by the Administrative Services Agreement, if the Ceding Company or the Reinsurer receives notice of, or otherwise becomes aware of, any inquiry, investigation or proceeding from or at the direction of a Governmental Body relating to or affecting the Covered Insurance Policies that would reasonably be expected to have an adverse effect on the other Party, the Ceding Company or the Reinsurer, as applicable, shall promptly notify the other Party thereof, whereupon the Parties, at their own expense, shall cooperate in good faith and use their respective commercially reasonable efforts to resolve such matter in a mutually satisfactory manner, in light of all the relevant business, regulatory and legal facts and circumstances.

ARTICLE VI.
DAC TAX

SECTION 6.1 ELECTION. The Ceding Company and the Reinsurer jointly agree to the deferred acquisition cost Tax election pursuant to Section 1.848-2(g)(8) of the Treasury Regulations issued under Section 848 of the Code, each as in effect as of the Effective Time. In accordance with, and in furtherance of, that election:

(a) The Party with the net positive consideration for this Agreement for each taxable year shall capitalize specified policy acquisition expenses with respect to this Agreement without regard to the general deductions limitation of Code Section 848(c)(1); and

(b) Both Parties shall exchange information pertaining to the amount of net consideration under this Agreement each year to ensure consistency or as otherwise required by the Internal Revenue Service.

(c) Both Parties agree to make such election by timely attaching to their federal income Tax Returns the schedule contemplated by Treasury Regulation Section 1.848-2(g)(8)(ii).

SECTION 6.2 DEFINITIONS. As used in this Article, the terms "net consideration," "net positive consideration," "specified policy acquisition expenses," and "general deductions limitation" are defined by reference to Treasury Regulation Section 1.848-2 and Code Section 848, in effect as of the Effective Time.

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SECTION 6.3 EXCHANGE OF INFORMATION. The method and timing of the exchange of information contemplated by Section 6.1(b) shall be as follows:

(a) The Reinsurer shall submit a schedule to the Ceding Company by May 1 of each year of its calculation of the net consideration for the preceding calendar year.

(b) The Ceding Company may contest such calculation by providing an alternative calculation to the Reinsurer in writing within 30 days of the Ceding Company's receipt of the Reinsurer's calculation. If the Ceding Company does not so notify the Reinsurer, the Ceding Company shall report the net consideration as determined by the Reinsurer.

(c) If the Ceding Company contests the Reinsurer's calculation of the net consideration, the Parties shall act in good faith to reach an agreement as to the correct amount within 30 days of the date the Ceding Company submits its alternative calculation. If the Reinsurer and the Ceding Company do not reach agreement on the net consideration within such 30-day period, then the net consideration for such year shall be determined by an independent accounting firm acceptable to both the Reinsurer and the Ceding Company within 20 days after the expiration of such 30-day period.

(d) The Parties shall attach the final schedule to their respective federal income Tax Returns for each taxable year in which consideration is transferred under this Agreement. The schedule shall identify this Agreement and restate the election described in this Article and shall be signed by both Parties.

SECTION 6.4 EFFECTIVENESS. The Tax election described in Section 6.1 shall first become effective for the taxable year that includes the Effective Time and shall remain in effect for all years for which this Agreement remains in effect.

SECTION 6.5 UNITED STATES TAX STATUS REPRESENTATION. Each of the Parties represents and warrants that it is subject to United States taxation under the provisions of Subchapter L of Chapter 1 of Subtitle A of the Code.

ARTICLE VII.
INSOLVENCY

SECTION 7.1 INSOLVENCY OF THE CEDING COMPANY.

(a) In the event of the insolvency of the Ceding Company, all reinsurance made, ceded, renewed or otherwise becoming effective under this Agreement shall be payable by the Reinsurer directly to the Ceding Company or to its statutory liquidator, receiver or statutory successor on the basis of the liability of the Ceding Company under the

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Covered Insurance Policies without diminution because of the insolvency of the Ceding Company, except to the extent (i) paid by the Reinsurer to a Payee in accordance with Section 8.1 or (ii) the Reinsurer has, with the consent of the applicable policyholder or Underlying Company, assumed any such Covered Insurance Policy or Underlying Reinsurance Agreement in substitution for the obligations of the Ceding Company to such Person.

(b) It is understood, however, that in the event of the insolvency of the Ceding Company, the liquidator, receiver or statutory successor of the Ceding Company shall give written notice of the pendency of a claim against the Ceding Company on a Covered Insurance Policy within a reasonable period of time after such claim is filed in the insolvency proceedings and that during the pendency of such claim the Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defense or defenses which it may deem available to the Ceding Company or its liquidator, receiver or statutory successor. It is further understood that the expense thus incurred by the Reinsurer shall be chargeable, subject to Applicable Law, against the Ceding Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Ceding Company solely as a result of the defense undertaken by the Reinsurer.

ARTICLE VIII.
CUT THROUGH AND NOVATIONS UPON RECAPTURE

SECTION 8.1 DIRECT PAYMENTS BY THE REINSURER. Subject to Applicable Law, in the event of the insolvency of the Ceding Company, the Reinsurer shall pay, in accordance with the Covered Insurance Policies or the Underlying Reinsurance Agreements, directly to the named insureds, Underlying Company or their designees entitled to receive payment thereunder (a "Beneficiary"), in each case in accordance with and as required by the applicable Covered Insurance Policy or Underlying Reinsurance Agreement (any such Beneficiary, a "Payee"), 100% of the General Account Liabilities due and payable by the Reinsurer to the Ceding Company under this Agreement with respect to such Covered Insurance Policy or Underlying Reinsurance Agreement, subject to the terms, conditions, exclusions and limitations of such Covered Insurance Policy or Underlying Reinsurance Agreement, in each case without duplication of any amounts paid by any reinsurer under any Reinsurer Existing Reinsurance Agreement directly to the Ceding Company with respect to such Covered Insurance Policy or Underlying Reinsurance Agreement pursuant to any endorsement or other provisions of the type contemplated in Section 8.4(b). Any such payment by the Reinsurer shall discharge the Ceding Company from its related payment obligation under the subject Covered Insurance Policy or Underlying Reinsurance Agreement to the extent of such payment and shall be treated as a payment by the Ceding Company for all purposes of such Covered Insurance Policy or Underlying Reinsurance Agreement and related documentation and otherwise. In the event of a payment by the Reinsurer pursuant to this Article VIII, the Reinsurer shall be entitled to all rights of the Ceding Company under the Covered Insurance Policy, in each case to the extent of payments under this Article VIII. The Ceding Company shall use commercially reasonable efforts to assist the Reinsurer in pursuing such rights.

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SECTION 8.2 SATISFACTION AND DISCHARGE. Any payment by the Reinsurer pursuant to this Article VIII shall be, to the extent of the payment, in substitution, satisfaction and discharge of the Reinsurer's obligations to the Ceding Company, or to its receiver, liquidator, rehabilitator, conservator or similar Person or statutory successor, under this Agreement. Neither this Article VIII, nor any other provision of this Agreement nor any applicable Covered Insurance Policy or Underlying Reinsurance Agreement, shall be construed in a manner which would subject the Ceding Company or the Reinsurer to liability for duplicative payment of Reinsured Liabilities reinsured under this Agreement. When there is a payment made by the Reinsurer under this Article VIII, the Reinsurer shall promptly furnish the Ceding Company with a report as to all Reinsured Liabilities paid pursuant to this Article VIII in connection with delivery of the Settlement Statement under Section 3.4. It is the intent of the Parties to comply with Section 38a-88-10 of the Connecticut Insurance Regulations and any successor statute or amendments thereto. To the extent Section 8.1 or Section 8.2 is deemed to be inconsistent with such regulation, Section 7.1(a) shall be amended and restated without any further action by the Parties as follows:

> "(a) In the event of the insolvency of the Ceding Company, all reinsurance made, ceded, renewed or otherwise becoming effective under this Agreement shall be payable by the Reinsurer directly to the Ceding Company or to its statutory liquidator, receiver or statutory successor on the basis of the liability of the Ceding Company under the Covered Insurance Policies without diminution because of the insolvency of the Ceding Company, except to the extent the Reinsurer has, with the consent of the applicable policyholder or Underlying Company, assumed any such Covered Insurance Policy or Underlying Reinsurance Agreement in substitution for the obligations of the Ceding Company to such Person."

SECTION 8.3 REDOMESTICATION OF THE CEDING COMPANY. The Ceding Company covenants and agrees that it shall not redomesticate to a state unless the Applicable Laws of such state contain an insolvency clause substantially similar to Connecticut Insurance Regulation Section 38a-88-10.

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ARTICLE IX.
DURATION; RECAPTURE

SECTION 9.1 DURATION. This Agreement shall continue in force until such time as (i) the Ceding Company's liabilities and obligations arising out of or related to all Covered Insurance Policies reinsured hereunder are terminated in accordance with their respective terms, or (ii) the Ceding Company has elected to recapture the reinsurance of Covered Insurance Policies in full in accordance with Section 9.3(a) and the Terminal Settlement has been completed in accordance with Section 9.4, or (iii) the Reinsurer has elected to terminate this Agreement in accordance with Section 9.3(b) and the Terminal Settlement has been completed in accordance with Section 9.4.

SECTION 9.2 SURVIVAL. Notwithstanding the other provisions of this Article IX, the terms and conditions of Articles I, IX and X and the provisions of Sections 11.1, 11.3, 11.5, 11.8 and 11.9 shall remain in full force and effect after the termination or recapture of this Agreement. In no event shall the termination of this Agreement affect the status of any Recoverables received and attributable to any Accounting Period (or a portion thereof) prior to such termination as provided in Sections 3.12 and 3.13.

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SECTION 9.3 TERMINATION AND RECAPTURE.

(a) Upon the occurrence of a Recapture Triggering Event, the Ceding Company shall have the right, but not the obligation, to recapture all, and not less than all, of the reinsurance ceded under this Agreement, by providing the Reinsurer with written notice of its intent to effect recapture. Recapture of the Covered Insurance Policies shall be effective on the 10th day following the day on which the Ceding Company has provided the Reinsurer with such notice (the "Recapture Date").

(b) Upon the occurrence of a Termination Event, the Reinsurer shall have the right, but not the obligation, to terminate this Agreement by providing the Ceding Company with written notice of its intent to terminate. Termination of this Agreement shall be effective on the date specified in such notice (the "Termination Date"). Upon termination of this Agreement pursuant to this Section 9.3(b), the Ceding Company shall be deemed to have recaptured all Reinsured Liabilities. Recapture of the Covered Insurance Policies shall be effective on the Termination Date.

(c) Upon recapture by the Ceding Company pursuant to Section 9.3(a) or Section 9.3(b), the Ceding Company will only recapture liabilities and obligations arising under the express terms of the Covered Insurance Policies and will not be liable for any Reinsurer Extra-Contractual Obligations arising before the Recapture Date or Termination Date, as applicable or if arising after the Recapture Date or Termination Date, as applicable, to the extent attributable to a direction or request of the Reinsurer or any of its Affiliates.

(d) Following a termination or recapture pursuant to this Section 9.3, subject to the payment obligations described in Section 9.4, both the Ceding Company and the Reinsurer will be fully and finally released from all rights and obligations under this Agreement in respect of the Covered Insurance Policies, other than any payment obligations incurred hereunder prior to the Recapture Date or Termination Date but still unpaid on such date. Following the consummation of the recapture or termination, (i) no additional Recoverables or other amounts payable under such Covered Insurance Policies shall be payable to the Reinsurer hereunder nor, for the avoidance of doubt, shall the Reinsurer have any further right to receive any Recoverables, (ii) the Reinsurer (including in its capacity as Administrator) shall be relieved of on-going responsibilities for servicing the Covered Insurance Policies in accordance with the terms of the Administrative Services Agreement, and (iii) the Reinsurer shall have no further obligations with respect to payment of claims, reinsurance of Reinsured Liabilities or any other obligations whatsoever under this Agreement except for obligations under the provisions that expressly survive termination as provided in Section 9.2. Upon a recapture or termination pursuant to this Section 9.3, the Reinsurer will sell, assign, transfer and deliver to the Ceding Company, effective as of the Recapture Date or Termination Date, as applicable, all of Reinsurer's right, title and interest in the Recoverables and the security interest granted pursuant to Section 3.13 shall be automatically released.

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(e) Notwithstanding the remedies contemplated by this Article IX, Article IV or elsewhere in this Agreement or the other Transaction Agreements, if a Recapture Triggering Event has occurred, the Ceding Company may, in its sole discretion, require direct payment by the Reinsurer of any sum in default under this Agreement or any other Transaction Agreement in lieu of exercising its recapture rights under this Article IX, and it shall be no defense to any such claim that the Ceding Company might have had other recourse.

SECTION 9.4 PAYMENTS ON TERMINATION OR RECAPTURE. In connection with a termination or recapture pursuant to Section 9.3, the Reinsurer shall prepare a settlement statement within 15 calendar days of the Recapture Date or the Termination Date (the "Terminal Settlement Statement") setting forth the terminal settlement for the Terminal Accounting Period (the "Terminal Settlement"). In the case of recapture by the Ceding Company pursuant to Section 9.3(a), the Terminal Settlement shall be calculated in accordance with Exhibit C-1. In the case of a termination by the Reinsurer pursuant to Section 9.3(b), the Terminal Settlement shall be calculated in accordance with Exhibit C-2.

[REDACTED]

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SECTION 9.5 ASSIGNMENT OF REINSURER EXISTING REINSURANCE AGREEMENTS FOLLOWING RECAPTURE. In connection with the recapture under Section 9.3 of this Agreement, to the extent any Reinsurer Existing Reinsurance Agreements are assignable without consent of the reinsurer thereof, effective as of the Termination Date or Recapture Date, as applicable, each such Reinsurer Existing Reinsurance Agreement shall be assigned automatically to the Ceding Company so that the Ceding Company shall have the benefits and obligations under each such Reinsurer Existing Reinsurance Agreement. In addition, as soon as practicable after receipt of a notice of termination or recapture pursuant to Section 9.3 and following the Termination Date or Recapture Date, as applicable, the Parties shall cooperate and use commercially reasonable efforts to seek to novate or assign the Reinsurer Existing Reinsurance Agreements to the Ceding Company with effect as of the Termination Date or Recapture Date, as applicable, whereupon the Ceding Company shall have the benefits and obligations under such Reinsurer Existing Reinsurance Agreements, in each case as of the Termination Date or Recapture Date, as applicable.

SECTION 9.6 EQUITABLE REMEDIES. The Parties agree that irreparable harm for which damages will not provide a full and effective remedy will result if the provisions of this Article IX are not strictly and timely enforced and that, in addition to the rights under this Article IX, the rights under Article X, and any legal remedies the Parties may have, equitable remedies including but not limited to prohibitory injunction, mandatory injunction, preliminary injunction, emergency injunction, restraining order and specific performance shall be appropriate relief in enforcing these provisions and maintaining this Agreement in full force and effect. The Parties expressly waive the defense that a remedy in damages alone will be adequate or that equitable remedies, including injunction and specific performance are not appropriate for any reason at law or equity. For purposes of enforcing the provisions of this Article IX, the Parties agree that the appropriate forum for determining such matters shall be the courts of the Ceding Company's state of domicile, and the Parties hereby submit to the jurisdiction and venue of such courts.

ARTICLE X.
INDEMNIFICATION; DISCLAIMER

SECTION 10.1 REINSURER'S OBLIGATION TO INDEMNIFY. The Reinsurer hereby agrees to indemnify, defend and hold harmless the Ceding Company and its Affiliates and their respective officers, directors, stockholders, employees, authorized Representatives, successors and assigns (collectively, the "Ceding Company Indemnified Parties") from and against and pay and reimburse any and all Losses imposed on, sustained, incurred or suffered by any of the Ceding Company Indemnified Parties resulting from, arising out of or relating to (whether or not arising from a Third-Party Claim) (i) any breach, violation or non-fulfillment by the Reinsurer of the covenants and agreements of the Reinsurer contained in this Agreement, (ii) the Reinsured Liabilities and (iii) any successful enforcement of this indemnity.

SECTION 10.2 CEDING COMPANY'S OBLIGATION TO INDEMNIFY. The Ceding Company hereby agrees to indemnify, defend and hold harmless the Reinsurer and its Affiliates and their respective officers, directors, stockholders, employees, authorized Representatives, successors

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and assigns (collectively, the "Reinsurer Indemnified Parties") from and against and pay and reimburse any and all Losses imposed on, sustained, incurred or suffered by any of the Reinsurer Indemnified Parties resulting from, arising out of or relating to (whether or not arising from a Third-Party Claim) to the extent arising from (i) any breach, violation or non-fulfillment by the Ceding Company of the covenants and agreements of the Ceding Company contained in this Agreement, (ii) any Ceding Company Extra-Contractual Obligations, or (iii) any successful enforcement of this indemnity; provided that any indemnification of the Reinsurer Indemnified Parties with respect to Product Tax Non-Compliance shall be solely as provided in Section 12.6 of the Purchase Agreement.

SECTION 10.3 NOTICE OF CLAIM; DEFENSE.

(a) If (i) any non-affiliated third party or Governmental Body institutes or asserts any Action that may give rise to Losses for which a Party (an "Indemnifying Party") may be liable for indemnification under this Article X (a "Third-Party Claim") or (ii) any Person that may be entitled to indemnification under this Agreement (an "Indemnified Party") desires to make a claim not involving a Third-Party Claim to be indemnified by an Indemnifying Party that does not involve a Third-Party Claim, then the Indemnified Party shall promptly send to the Indemnifying Party a written notice specifying the nature of such claim and a good faith estimate of the amount of all related Losses to the extent they are ascertainable (a "Claim Notice"). The Indemnifying Party shall not be relieved from any of its indemnification obligations under this Article X as a result of a failure of the Indemnified Party to provide a Claim Notice, except to the extent that it is materially prejudiced by such failure.

(b) The Indemnifying Party may, by notice delivered within 20 Business Days of the receipt of a Claim Notice with respect to a Third-Party Claim, assume the defense and control of such Third-Party Claim (at the expense of such Indemnifying Party). The Indemnified Party may take any actions reasonably necessary to defend any Third-Party Claim prior to the time that it receives notice from the Indemnifying Party as contemplated by the preceding sentence. The Indemnifying Party shall not be entitled to assume or maintain control of the defense of any Third-Party Claim and shall pay the reasonable fees and expenses of counsel retained by the Indemnified Party if (i) the Third-Party Claim relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation against the Indemnified Party or (ii) the Third-Party Claim would reasonably be expected to result in an injunction or equitable relief against the Indemnified Party that would, in each case, have a material effect on the operation of the business of such Indemnified Party or any of its Affiliates.

(c) Subject to Section 10.3(b), in the event of a Third-Party Claim, if the

Indemnifying Party assumes the defense of a Third-Party Claim, the Indemnifying Party may elect to retain counsel reasonably acceptable to the Indemnified Parties to represent such Indemnified Parties in connection with such Action and shall pay the fees, charges and disbursements of such counsel. Subject to Section 10.3(b), if the Indemnifying Party so elects, the Indemnified Parties may participate, at their own expense and through legal counsel of their choice, in any such Action; provided that (i) the Indemnifying Party shall control the defense of

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the Indemnified Parties in connection with such Action and (ii) the Indemnified Parties and their counsel shall reasonably cooperate with the Indemnifying Party and its counsel in connection with such Action. To the extent such action can be taken in a way that does not unreasonably jeopardize the attorney-client privilege: (i) the Indemnified Party's right to participate in the defense of any Action shall include the right to attend all significant internal meetings, all meetings with representatives of plaintiffs, hearings and the like; and (ii) counsel for an Indemnified Party also shall be given a reasonable opportunity to comment upon all memoranda of law, pleadings and briefs and other documents relating to the Third-Party Claim, and the Indemnifying Party and its counsel shall give reasonable consideration to the comments of counsel for the Indemnified Party. The Indemnifying Party shall not settle any such Action without the relevant Indemnified Parties' prior written consent, unless the terms of such settlement (A) provide for no relief other than the payment of monetary damages, (B) involve no finding or admission of any breach or violation by any Indemnified Party and (C) include an express unconditional release of each Indemnified Party from all Liability arising from such Action. Notwithstanding the foregoing, if the Indemnifying Party does not promptly retain counsel and assume control of such defense, then the Indemnified Parties may retain counsel reasonably acceptable to the Indemnifying Party in connection with such Action and assume control of the defense in connection with such Action. Under no circumstances will the Indemnifying Party have any liability in connection with any settlement of any Action that is entered into without its prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

(d) From and after the delivery of a Claim Notice involving a Third-Party Claim, at the reasonable request of the Indemnifying Party, each Indemnified Party shall grant the Indemnifying Party and its counsel, experts and Representatives full access, during normal business hours, to the books, records, personnel and properties of the Indemnified Party to the extent reasonably related to such Claim Notice at no cost to the Indemnifying Party (other than for reasonable out-of-pocket expenses of the Indemnified Parties).

(e) In the event any Indemnifying Party receives a Claim Notice from an Indemnified Party that does not involve a Third-Party Claim, the Indemnifying Party shall notify the Indemnified Party within 20 Business Days following its receipt of such notice whether the Indemnifying Party disputes its liability to the Indemnified Party under this Article X.

SECTION 10.4 NO DUPLICATION; EXCLUSIVE REMEDY.

(a) To the extent that a Reinsurer Indemnified Party or a Ceding Company Indemnified Party has received payment in respect of a Loss pursuant to the provisions of any other Transaction Agreement, such Reinsurer Indemnified Party or Ceding Company Indemnified Party shall not be entitled to indemnification for such Loss under this Agreement to the extent of such payment.

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(b) Except (i) with respect to claims alleging fraud, (ii) as otherwise provided under this Agreement (including the right to recapture and equitable remedies in addition to the indemnification under Article X) or (iii) the provisions of any Transaction Agreement, from and after the Closing, the exclusive remedy of the Reinsurer, the Reinsurer Indemnified Parties, the Ceding Company and the Ceding Company Indemnified Parties in connection with this Agreement (and any certificate or instrument delivered hereunder) and the transactions contemplated hereby (whether under this Agreement or arising under Applicable Law) shall be as provided in this Article X. In furtherance of the foregoing, each of the Reinsurer, on behalf of itself and each other Reinsurer Indemnified Party, and the Ceding Company, on behalf of itself and each other Ceding Company Indemnified Party, hereby waives, from and after the Closing, to the fullest extent permitted under Applicable Law, any and all rights, claims and causes of action (other than claims of, or causes of action arising from, fraud) it may have against the Ceding Company or any of its Affiliates or Representatives and the Reinsurer or any of its Affiliates or Representatives, as the case may be, arising under or based upon this Agreement or any certificate or instrument delivered in connection herewith, except (x) pursuant to the indemnification provisions set forth in this Article X or (y) as otherwise provided under this Agreement or the provisions of any Transaction Agreement.

SECTION 10.5 MITIGATION AND LIMITATION ON SET-OFF. The Reinsurer and the Ceding Company shall cooperate with each other with respect to resolving any claim or liability with respect to which one Party is obligated to indemnify the other Party under this Article X, including by making commercially reasonable efforts to mitigate such claim or liability, to the extent required by Applicable Law. Neither the Reinsurer nor the Ceding Company shall have any right to set off any unresolved indemnification claim pursuant to this Article X against any payment due pursuant to Article III and Section 9.4 or any Transaction Agreement.

SECTION 10.6 RECOVERY BY INDEMNIFIED PARTY.

(a) In any case where an Indemnified Party recovers from a third party not affiliated with such Indemnified Party any amount in respect of any Loss for which an Indemnifying Party has actually reimbursed it pursuant to this Article X, such Indemnified Party shall promptly pay over to the Indemnifying Party the amount so recovered (net of any out-of-pocket expenses incurred by such Indemnified Party in collecting such amount), but not in excess of the sum of (i) any amount previously paid by the Indemnifying Party to or on behalf of the

Indemnified Party in respect of such claim and (ii) any amount expended by the Indemnifying Party in pursuing or defending any claim arising out of such matter.

(b) If any portion of Losses to be reimbursed by the Indemnifying Party pursuant to this Article X could be recovered from a third party not affiliated with the relevant Indemnified Party (including under any applicable third-party insurance coverage) based on the underlying claim or demand asserted against such Indemnifying Party, then the Indemnified Party shall promptly give notice thereof to the Indemnifying Party and, upon the request of the Indemnifying Party, shall use commercially reasonable efforts to collect the maximum amount recoverable from such third party, in which event the Indemnifying Party shall reimburse the

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Indemnified Party for all reasonable costs incurred in connection with such collection. If any portion of Losses actually paid by the Indemnifying Party pursuant to this Article X could have been recovered from a third party not affiliated with the relevant Indemnified Party (including under any applicable third-party insurance coverage) based on the underlying claim or demand asserted against such Indemnifying Party, then the Indemnified Party shall transfer, to the extent transferable, such of its rights to proceed against such third party as are necessary to permit the Indemnifying Party to recover from such third party any amount actually paid by the Indemnifying Party pursuant to this Article X.

SECTION 10.7 WAIVER OF DUTY OF UTMOST GOOD FAITH. In recognition that each Party has consummated the transactions contemplated by this Agreement and the Transaction Agreements to which it is a party, based on mutually negotiated representations, warranties, covenants, remedies and other terms and conditions as are fully set forth herein and therein, the Ceding Company and the Reinsurer absolutely and irrevocably waive resort to the duty of "utmost good faith" or any similar principle in connection with the formation or performance of this Agreement.

ARTICLE XI.
MISCELLANEOUS

SECTION 11.1 NOTICES. Except as otherwise agreed by the Parties, all notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally on the Party to whom notice is to be given, (b) on the day of transmission if sent via facsimile transmission to the facsimile number given below, and telephonic confirmation of receipt is obtained promptly after completion of transmission, or (c) on the Business Day after delivery to an overnight courier (such as Federal Express) or an overnight mail service (such as the Express Mail service) maintained by the United States Postal Service, to the Party as follows:

To the Ceding Company:

Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089
Fax: (866) 522-0308
Attention: President

With concurrent copies (which will not constitute notice) to:

The Hartford
One Hartford Plaza
Hartford, CT 06155
Fax: (860) 547-6959
Attention: Ceded Reinsurance & General Counsel

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Sutherland Asbill & Brennan LLP
999 Peachtree Street, NE
Atlanta, GA 30309
Fax: (404) 853-8806
Attention: B. Scott Burton

To the Reinsurer:

The Prudential Insurance Company of America
213 Washington Street
Newark, NJ 07102
Attention: Chief Legal Officer, Individual Life Insurance
Fax: (973) 367-8920

With a concurrent copy (which will not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Fax: (212) 909-6836
Attention: John M. Vasily

or to such other address as such Party may indicate by a notice delivered to the other Party hereto.

SECTION 11.2 ENTIRE AGREEMENT. This Agreement, together with the Exhibits and Schedules referred to herein, the Purchase Agreement, the Administrative Services Agreement, the Transition Services Agreement, the Trust Agreement and the other documents delivered pursuant hereto and thereto, constitute the entire agreement among the Parties hereto with respect to the subject matter hereof and supersede all prior representations, warranties, negotiations, discussions, writings, agreements, understandings and letters of intent between them with respect thereto, none of which shall have any further force and effect for any purpose. This Agreement may not be amended, modified or supplemented except by a written instrument signed by an authorized Representative of each of the Parties hereto or their respective successors in interest.

SECTION 11.3 GOVERNING LAW AND JURISDICTION. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the Ceding Company's state of domicile, without regard to principles of conflicts of law thereof that would result in the application of the laws of a different jurisdiction. Except as contemplated in the definition of Unamortized Portion of the Ceding Commission, Articles IV and IX or in Section 2.4 of the Purchase Agreement, each of the Parties irrevocably agrees that any and all Actions arising out of, relating to or in connection with this Agreement or its subject matter and the rights and obligations arising hereunder, or for recognition and enforcement of any settlement or judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other Party or its successors or assigns, shall be brought and determined exclusively in the courts of the State of New York located in the Borough of Manhattan, The City of New York or in the

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courts of the United States of America for the Southern District of New York. Each of the Parties agrees that mailing of process or other papers in connection with any such Action in the manner provided in Section 11.1 or in such other manner as may be permitted by Applicable Laws, will be valid and sufficient service thereof. Each of the Parties hereby irrevocably submits with regard to any such Action for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any Action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the Parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Agreement, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by Applicable Law, any claim that (i) the Action in such court is brought in an inconvenient forum, (ii) the venue of such Action is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. In order to facilitate the comprehensive resolution of related disputes, and upon request of any Party to any Action, the court may consolidate the Action with any other Action relating to this Agreement, the Purchase Agreement or any other Ancillary Agreement and the Parties hereby agree not to oppose any request by the other Party to consolidate any such Action with another Action relating to this Agreement, the Purchase Agreement or any other Ancillary Agreement.

SECTION 11.4 NO THIRD PARTY BENEFICIARIES. Except as otherwise expressly set forth in any provision of this Agreement, including with respect to the Ceding Company Indemnified Parties and the Reinsurer Indemnified Parties, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person, other than the Parties and their respective successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

SECTION 11.5 EXPENSES. Except as otherwise provided herein, the Parties hereto shall each bear their respective expenses incurred in connection with the negotiation, preparation, execution, and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of counsel, actuaries and other Representatives.

SECTION 11.6 COUNTERPARTS. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties hereto. Each counterpart may be delivered by facsimile or electronic mail transmission, which transmission shall be deemed delivery of an originally executed document.

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SECTION 11.7 SEVERABILITY. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, that provision shall be interpreted to be only so broad as is enforceable.

SECTION 11.8 WAIVER OF JURY TRIAL; PUNITIVE DAMAGES. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PERSON CLAIM OR OTHERWISE. EACH PARTY HERETO ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION. EACH PARTY ALSO IRREVOCABLY WAIVES ANY RIGHT TO PUNITIVE DAMAGES, EITHER PURSUANT TO COMMON LAW OR STATUTE, IN EACH CASE IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (BUT NOT AS TO ANY ACTION BY ONE PARTY AGAINST THE OTHER SEEKING INDEMNIFICATION FOR A THIRD PARTY CLAIM AGAINST THE PARTY INITIATING THE ACTION, TO THE EXTENT THAT SUCH DAMAGES MAY BE RECOVERABLE AS PART OF THE INDEMNIFICATION BY THE INDEMNIFIED PARTY).

SECTION 11.9 TREATMENT OF CONFIDENTIAL INFORMATION.

(a) The Parties agree that, other than as contemplated by this Agreement or any Transaction Agreement and to the extent permitted or required to implement the transactions contemplated by this Agreement and the other Transaction Agreements, the Parties will keep confidential and will not use or disclose the other Party's Confidential Information and the terms and conditions of this Agreement, including the exhibits and schedules hereto, except (x) as otherwise required by Applicable Law or any order or ruling of any state insurance regulatory authority or any other Governmental Body, (y) as may be required to be disclosed in the financial statements of such Party or any of its Affiliates or (z) such disclosure as may be required in connection with any dispute resolution proceeding between the Parties in respect hereof. For clarity, Business Records shall be deemed to be Confidential Information of the Reinsurer and its Affiliates and subject to the confidentiality obligations in Section 8.6 of the Purchase Agreement.

(b) The confidentiality obligations contained in this Agreement shall not apply to the federal Tax structure or federal Tax treatment of this Agreement and each Party hereto may disclose to any and all persons, without limitation of any kind, the federal Tax structure and federal Tax treatment of this Agreement; provided, that such disclosure may not be

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made until the earliest of (x) the date of the public announcement of discussions relating to this Agreement, (y) the date of the public announcement of this Agreement, or (z) the date of the execution of this Agreement. The preceding sentence is intended to cause this Agreement to be treated as not having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Code, and shall be construed in a manner consistent with such purpose. Subject to the provision with respect to disclosure in the first sentence of this subsection (b), each Party hereto acknowledges that it has no proprietary or exclusive rights to the federal Tax structure of this Agreement or any federal Tax matter or federal Tax idea related to this Agreement.

SECTION 11.10 ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Except as provided below in this Section 11.10, neither Party may assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party and any attempted assignment in violation of this provision shall be invalid AB INITIO; provided, however, that this Agreement shall inure to the benefit and bind those who, by operation of law, become successors to the Parties, including any receiver or any successor, merged or consolidated entity.

SECTION 11.11 WAIVERS. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, in writing at any time by the

Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized Representative of such Party. The failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any preceding or subsequent breach.

SECTION 11.12 INTERPRETATION. The table of contents, articles, titles, captions and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Schedules and Exhibits referred to herein are to be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. All references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation". Unless the context otherwise requires, the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine genders of such term. Any agreement or instrument defined or referred to herein or any

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agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented, including by waiver or consent and references to all attachments thereto and instruments incorporated therein. Any statute or regulation referred to herein means such statute or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, includes any rules and regulations promulgated under the statute), and references to any section of any statute or regulation include any successor to the section. Any agreement referred to herein include reference to all Exhibits, Schedules and other documents or agreements attached thereto.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on this 2 day of January, 2013.

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

By: /s/ [ILLEGIBLE]

Name: Mark M [ILLEGIBLE]
Title: Vice President

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: /s/ Gaurav Wadhwa

Name: Gaurav Wadhwa
Title: Second Vice President

[SIGNATURE PAGE TO ILA REINSURANCE AGREEMENT]

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SCHEDULE 1.1(A)

SCHEDULED EXTRA-CONTRACTUAL OBLIGATIONS

[REDACTED]

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SCHEDULE 1.1(B)

COVERED INSURANCE POLICY FORMS

[REDACTED]

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SCHEDULE 1.1(C)

UNDERLYING REINSURANCE AGREEMENTS

KEY: ILA = HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

[REDACTED]

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SCHEDULE 1.1(D)

EXCLUDED INSURANCE POLICIES

[Please see attached]

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SCHEDULE 1.1(E)

ECONOMIC RESERVES ASSUMPTIONS AND METHODOLOGIES

[REDACTED]

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SCHEDULE 1.1(F)

EXISTING REINSURANCE AGREEMENTS

[REDACTED]

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SCHEDULE 1.1(G)

GUL BUSINESS COVERED INSURANCE POLICIES

The Covered Insurance Policies subject to NAIC Actuarial Guideline 38 "The Application of the Valuation of Life Insurance Policies Model Regulation", commonly known as "AXXX", as set forth below:

[REDACTED]

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SCHEDULE 1.1(H)

SEPARATE ACCOUNTS

[REDACTED]

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EXHIBIT A

FORM OF TRUST AGREEMENT

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EXHIBIT B

SETTLEMENT STATEMENT

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EXHIBIT C-1

TERMINAL SETTLEMENT UNDER SECTION 9.4 -- RECAPTURE BY CEDING COMPANY

[REDACTED]

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EXHIBIT C-2

TERMINAL SETTLEMENT UNDER SECTION 9.4 -- TERMINATION BY REINSURER

[REDACTED]

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EXHIBIT D

INVESTMENT GUIDELINES

[REDACTED]

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EXHIBIT E

FORM OF CURE NOTICE

[REDACTED]

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EXHIBIT F

FORM OF CURE ACKNOWLEDGMENT

[REDACTED]

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EXHIBIT G

FORM OF TRUST /GUL TRUST WITHDRAWAL EVENT NOTICE

[REDACTED]

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EXHIBIT H

FORM OF TRUST / GUL TRUST WITHDRAWAL EVENT ACKNOWLEDGEMENT

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EXHIBIT I

FORM OF CUSTODIAL ACCOUNT CONTROL AGREEMENT

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EXHIBIT J

FORM OF GUL TRUST AGREEMENT

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AMENDMENT NO. 6 DATED JANUARY 28, 2013
TO THE FUND PARTICIPATION AGREEMENT EFFECTIVE JULY 1, 2000
(AS AMENDED FROM TIME TO TIME, THE "AGREEMENT")
BETWEEN
HARTFORD LIFE INSURANCE COMPANY
HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
AMERICAN FUNDS INSURANCE SERIES AND
CAPITAL RESEARCH AND MANAGEMENT COMPANY

All defined terms in the Agreement are applicable to this Amendment.

WHEREAS, Hartford, CRMC and American Funds Insurance Series, entered into the Agreement, whereby the Series offers the "Funds" to the Account(s) for variable life insurance policies made available by the Hartford;

WHEREAS, Hartford and CRMC are members of the National Securities Clearing Corporation ("NSCC") or otherwise have access to the NSCC's Networking System ("Networking") through a registered clearing agency;

WHEREAS, Networking permits the transmission of shareholder data between Hartford and the Series or CRMC pursuant to certain processes established by the NSCC's Defined Contribution Clearing & Settlement ("DCC&S") FundSERV system and pursuant to certain Networking levels ("Networking Matrix Level") established by the NSCC;

WHEREAS, American Funds Service Company ("Transfer Agent"), an affiliate of CRMC, serves as transfer agent, dividend-disbursing agent and shareholder servicing agent, acting under the control of CRMC, and American Funds Distributors, Inc. ("AFD") serves as distributor, for the Funds; and

WHEREAS, Hartford and CRMC desire to facilitate the purchase and sale of shares of the Funds by the Accounts via the NSCC as described herein.

NOW, THEREFORE, the parties hereto agree that effective January 28, 2013, the Agreement is amended as follows:

1. Schedule A shall be deleted in its entirety and replaced with the attached Schedule A.

2. Section 4 shall be deleted in its entirety and replaced with the following;

    4. The Series agrees to make Class 1 and Class 2 shares of all of its Funds available to the Contract. To the extent Hartford uses Class 2 shares, it will be entitled to a Rule 12b-1 service fee paid by the Series and to be accrued daily and paid monthly at an annual rate of 0.25% of the average daily net assets of the Class 2 shares of each Fund attributable to the Contracts for personal services and account maintenance services for Contract owners with investments in subaccounts corresponding to the Class 2 shares of each Fund (each, a "Subaccount") for as long as the Series' Plan of Distribution pursuant to Rule 12b-l under the 1940 Act (the "12b-l plan") remains in effect.

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For purposes of this section 4, HL and HL&A each shall be a designee of the Series for receipt of orders from each Account.

Pricing and settlement of Fund transactions shall be governed by the following:

(a) Pricing Information. The Series or CRMC, or its designee, will compute the closing net asset value, and any distribution information (including the applicable ex-date, record date, payable date, distribution rate per share, income accrual and capital gains information) for each Fund as of the close of regular trading on the New York Stock Exchange (normally 4:00 p.m. Eastern Time) on each day the New York Stock Exchange is open for business (a "Business Day") or at such other time as the net asset value of a Fund is calculated, as disclosed in the relevant Funds' current prospectuses. The Series or CRMC, or its designee, will use their best efforts to communicate to Hartford (whether through the Fund/SERV system or manually) such information by 6:30 p.m. Eastern Time on each Business Day. Such information shall be accurate and true in all respects and updated continuously.

(b) Pricing Adjustments

a. In the event an adjustment is made to the computation of the net asset value of Fund shares as reported to Hartford under paragraph 4, (1) the correction will be handled in a manner consistent with SEC guidelines and the Investment Company Act of 1940, as amended and (2) the Series or CRMC, or its designee, shall notify Hartford as soon as practicable after discovering the need for any such adjustment. Notification may be made in the following manner:

Method of Communication

(i) Fund/SERV Transactions. The parties agree that they will ordinarily choose to use the National Securities Clearing Corporation's Mutual Fund Settlement, Entry and Registration Verification ("Fund/SERV") system, and if Fund/SERV is used, any corrections to the fund prices for the prior trade date will be submitted through the Mutual Fund Profile with the correct fund prices and applicable date.

(ii) Manual Transactions. If there are technical problems with Fund/SERV, or if the parties are not able to transmit or receive information through Fund/ SERV, any corrections to the fund prices should be communicated by facsimile or by electronic transmission acceptable to CRMC, or its designee, and will include for each day on which an adjustment has occurred the incorrect Fund price, the correct price, and, to the extent communicated to the applicable Fund's shareholders, the reason for the adjustment. The Series and CRMC agree that Hartford may send this notification or a derivation thereof (so long as such derivation is approved in advance by the Series or CRMC, as applicable) to Contract owners whose accounts are affected by the adjustment.

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b. To the extent a price adjustment results in a deficiency or excess to a Contract owner's account, Hartford and CRMC agree to evaluate the situation together on a case-by-case basis with the goal towards pursuing an appropriate course of action. To the extent the price adjustment was due to CRMC's, or its designee's, error, CRMC, or its designee, shall reimburse Contract owner's account. Any administrative costs incurred for correcting Contract owner accounts will be at Hartford's expense.

(c) Purchases and Redemption Orders; Settlement of Transactions

a. Fund/SERV Transactions. The parties will ordinarily use the Fund/SERV system, and if used, the following provisions shall apply:

(i) Without limiting the generality of the following provisions of this section, Hartford and Transfer Agent each will perform any and all duties, functions, procedures and responsibilities assigned to it and as otherwise established by the NSCC applicable to Fund/SERV and the Networking Matrix Level then being utilized.

(ii) Any information transmitted through Networking by any party to the other and pursuant to this Agreement will be accurate, complete, and in the format prescribed by the NSCC. Each party will adopt, implement and maintain procedures reasonably designed to ensure the accuracy of all transmissions through Networking and to limit the access to, and the inputting of data into, Networking to persons specifically authorized by such party.

(iii) Same Day Trades. On each Business Day, Hartford shall aggregate and calculate the purchase orders and redemption orders for each Account received by Hartford prior to the Close of Trading on each Business Day. Hartford shall communicate to Transfer Agent for that Business Day, by Fund/SERV, the aggregate purchase orders and redemption orders (if any) for each Account received by the Close of Trading such Business Day (the "Trade Date") by the DCC&S Cycle 8 (generally, 6:30 a.m. Eastern time) on the following Business Day. Transfer Agent shall treat all trades communicated to Transfer Agent in accordance with the foregoing as if received prior to the Close of Trading on the Trade Date. All orders received by Hartford after the close of trading on a Business Day shall not be transmitted to NSCC prior to the conclusion of the DCC&S Cycle 8 on the following Business Day, and Hartford represents that orders received by it after 4:00 p.m. Eastern time on any given Business Day will be transmitted to the Transfer Agent using the following Business Day's net asset value. Transfer Agent may process orders it receives after the DCC&S Cycle 8 deadline using the net asset value determined on the Business Day following the Trade Date.

(iv) When transmitting instructions for the purchase and/or redemption of shares of the Funds, Hartford shall submit one order for all contractholder purchase transactions and one order for all contractholder redemption transactions, unless otherwise agreed to by the Hartford and the Transfer Agent.

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b. Manual Transactions. Manual transactions via facsimile shall be used by Hartford only in the event that Hartford is in receipt of orders for purchase or redemption of shares and is unable to transmit the orders to the Transfer Agent due to unforeseen circumstances such as system wide computer failures experienced by Hartford or the NSCC or other events beyond the Hartford's reasonable control. In the event manual transactions are used, the following provisions shall apply:

(i) Next Day Transmission of Orders. Hartford will notify the Transfer Agent by 9:00 a.m. Eastern Time, on the next Business Day the aggregate amounts of purchase orders and redemption orders, that were placed by Contract owners in each Account by 4:00 p.m. Eastern time on the prior Business Day (the "Trade Date"). Hartford represents that orders it receives after 4:00 p.m. Eastern time on any given Business Day will be transmitted to the Transfer Agent using the following Business Day's net asset value. Transfer Agent may process orders it receives after the 9:00 a.m. deadline using the net asset value next determined.

(ii) Purchases. All orders received by Hartford by 4:00 p.m. on a Business Day and communicated to the Transfer Agent by 9:00 a.m. deadline shall be treated by the Transfer Agent as if received as of the close of trading on the Trade Date and the Transfer Agent will therefore execute orders at the net asset values determined as of the close of trading on the Trade Date. Hartford will initiate payment by wire transfer to a custodial account designated by the Funds for the aggregate purchase amounts prior to 4:00 p.m. Eastern time on the next Business Day following Trade Date.

(iii) Redemptions. Aggregate orders for redemption of shares of the Funds will be paid in cash and wired from the Funds' custodial account to an account designated by the Hartford. Transfer Agent will initiate payment by wire to Hartford or its designee proceeds of such redemptions two Business Days following the Trade Date (T+2).

c. Contingencies. All orders are subject to acceptance by Transfer Agent and become effective only upon confirmation by Transfer Agent. Upon confirmation, the Transfer Agent will verify total purchases and redemptions and the closing share position for each fund/account. In the case of delayed settlement, Transfer Agent and Hartford shall make arrangements for the settlement of redemptions by wire no later than the time permitted for settlement of redemption orders by the Investment Company Act of 1940. Such wires for Hartford should be sent to:

If to HL:	If to HL&A
BANK OF AMERICA 100 N. TRYON STREET CHARLOTTE, NC 28255 ACCT. #: 5034-7095	BANK OF AMERICA 100 N. TRYON STREET CHARLOTTE, NC 28255 ACCT. #: 5035-3970

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ROUTING #: 0260-0959-3 EXTERNAL COMMENTS: FOR THE BENEFIT OF HLIC SEPARATE ACCOUNT	ROUTING #: 0260-0959-3 EXTERNAL COMMENTS: FOR THE BENEFIT OF HLA SEPARATE ACCOUNTS

Such wires for Transfer Agent should be sent to:

WELLS FARGO BANK
707 WILSHIRE BLVD. 13TH FLOOR
LOS ANGELES, CA 90017
ABA#: 121000248
AFS ACCOUNT#: 4100060532
FOR CREDIT TO AFS ACCT. NO. (ACCOUNT NUMBER AND FUND) FBO
HARTFORD [(PRIVATE ACCOUNTS)]

d. Processing Errors. Processing errors which result from any delay or error caused by Hartford may be adjusted through the NSCC System by Hartford by the necessary transactions on a current basis.

e. Coding. If applicable, orders for the purchase of Fund shares shall include the appropriate coding to enable Transfer Agent to properly calculate commission payments to any broker-dealer firm assigned to the Account.

f. Reconciliation. Hartford shall reconcile share positions with respect to each Fund for each Account as reflected on its records to those reflected on statements from Transfer Agent and shall, on request, certify that each Account's share positions with respect to each Fund reported by Transfer Agent reconcile with Hartford's share positions for that Account. Hartford shall promptly inform Transfer Agent of any record differences and shall identify and resolve all non-reconciling items within five business days.

g. Verification. Within a reasonable period of time after receipt of a confirmation relating to an instruction, Hartford shall verify its accuracy in terms of such instruction and shall notify Transfer Agent of any errors appearing on such confirmation.

h. Order Processing. Any order by Hartford for the purchase of shares of the respective Funds through CRMC, or its designee, shall be accepted at the time when it is received by CRMC, or its designee, (or any clearinghouse agency that CRMC, or its designee, may designate from time to time), and at the offering and sale price determined in accordance with this Agreement, unless rejected by CRMC, its designee, or the respective Funds. In addition to the right to reject any order, the Funds have reserved the right to withhold shares from sale temporarily or permanently. CRMC, or its designee, will not accept any order from Hartford that is placed on a conditional basis or subject to any delay or contingency prior to execution. The procedure relating to the handling of orders shall be subject to instructions that CRMC, or its designee, shall forward from time to time. The shares purchased will be issued by the respective Funds only against receipt of the purchase price, in collected New York or Los Angeles Clearing House funds. If payment for the shares purchased is not received within three days after the date

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of confirmation, the sale may be cancelled by CRMC, or its designee, or by the respective Funds without any responsibility or liability on the part of CRMC, its designee, or the Funds, and CRMC, its designee, and/or the respective Funds may hold the Hartford responsible for any loss, expense, liability or damage, including loss of profit suffered by CRMC, its designee, and/or the respective Funds, resulting from Hartford's delay or failure to make payment as aforesaid.

i. Right to Suspend. The Series reserves the right to temporarily suspend sales if the Board of Trustees of the Series, acting in good faith and in light of its fiduciary duties under federal and any applicable state laws, deems it appropriate and in the best interests of shareholders or in response to the order of an appropriate regulatory authority. Hartford shall abide by requirements of the Funds' frequent trading policy as described in the Series' prospectus and statement of additional information.

3. The following sentence is added to Section 7: "All such dividends and distributions shall be automatically reinvested at the ex-dividend date net asset value."

4. Section 8 shall be deleted in its entirety.

5. The following paragraphs shall be added to the Agreement as Sections 27 and 28:

27. Books and Records. Each party hereto shall cooperate with the other parties and all appropriate governmental authorities and shall permit such authorities reasonable access to its books and records relating to this Agreement upon proper notice in connection with any investigation or inquiry relating to this Agreement or the transactions contemplated hereby. Each party shall maintain and preserve all records relating to this Agreement in its possession as required by law to be maintained and preserved in connection with

the provision of the services contemplated hereunder. Upon the request of a party, the other party shall provide copies of all records relating to this Agreement as may be necessary to (a) monitor and review the performance of either party's activities, (b) assist either party in resolving disputes, reconciling records or responding to auditor's inquiries, (c) comply with any request of a governmental body or self-regulatory organization, (d) verify compliance by a party with the terms of this Agreement, (e) make required regulatory reports, or (f) perform general customer service. The parties agree to cooperate in good faith in providing records to one another under this provision.

28. Independent Audit. In the event Transfer Agent determines, based on a review of complaints received in accordance with paragraph 27, above, that Hartford is not processing Contract owner transactions accurately, Transfer Agent reserves the right to require that Hartford's data processing activities as they relate to this Agreement be subject to an audit by an independent accounting firm, at Transfer Agent's expense, to ensure the existence of, and adherence to, proper operational controls. Hartford shall make available upon Transfer Agent's request a copy of any report created by such accounting firm as a result of said audit. Hartford shall immediately notify Transfer Agent in the event of a material breach of operational controls.

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All other terms and provisions of the Agreement not amended herein shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Amendment No. 6 to the Agreement to be duly executed as of the date first above written.

HARTFORD LIFE INSURANCE COMPANY	AMERICAN FUNDS INSURANCE SERIES (FKA AMERICAN VARIABLE INSURANCE SERIES)
By its authorized officer,	By its authorized officer,

<Table>
<S> <C> <C> <C>

By:	/s/ Lisa Proch	By:	/s/ Steven I. Koszalka
Name:	Lisa Proch	Name:	Steven I. Koszalka
Its:	Vice President	Its:	Secretary

</Table>

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<S> <C>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY	CAPITAL RESEARCH AND MANAGEMENT COMPANY

</Table>

By its authorized officer, By its authorized officer,

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By:	/s/ Lisa Proch	By:	/s/ Michael J. Downer
Name:	Lisa Proch	Name:	Michael J. Downer
Its:	Vice President	Its:	Senior Vice President and Secretary

</Table>

Approved for Signature
by CRMC Legal Dept. [LOGO MCJT]

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SCHEDULE A

ACCOUNTS AND CONTRACTS SUBJECT TO THE PARTICIPATION AGREEMENT

<Table>
<Caption>

NAME OF SEPARATE ACCOUNT <S>	CONTRACTS FUNDED BY SEPARATE ACCOUNT <C>
Separate Account ICMG Series II (December 12, 1997)	GVL-93P, IVL-97P
Separate Account ICMG Series II-C (December 12, 1997)	GVL-93P, IVL-97P
Separate Account ICMG Series II-D (June 7, 1999)	GVL-93P, IVL-97P
Separate Account ICMG Series III-B (February 8, 1996)	GVL-93P, IVL-97P
Separate Account ICMG Series VII (April 1, 1999)	IVL-99P
Separate Account VLI (September 30, 1992)	HL-15486 (00), HL-15471 (99), HL-13865, HL-14875, HL-15898 (03), HL-15894 (03)
Separate Account VL II (September 30, 1994)	HL-15441 (98) (NY), HL-14623
Separate Account VL I (June 8, 1995)	LA-1200 (02), LA-1154 (99), LA-1158 (00), ILA-1098, ILA-1007, LA-1155 (99), LA-1238 (03), LA-1240 (03)
Separate Account VL II (September 30, 1994)	LA-1151 (98), ILA-1020
Separate Account One (May 20, 1991)	VA03, VA99, ASHARE03, ASHARE98, NCDSC98, NCDSC03, VAXC99, VAXC03
Separate Account Two (June 2, 1986)	HV-1442-0,HV-1499-0
Separate Account Three HL (June 22, 1994)	HL-VA03
Separate Account Three HLA (June 22, 1994)	LA-VA03
Separate Account Seven HL (December 8, 1996)	HL-VA03
Separate Account Seven HLA (April 1, 1999)	LA-VA03
ICMG Registered Variable Life Sep. Account A (April 14, 1998)	HL-GVL95(P)NY
ICMG Registered Variable Life Sep. Account One (October 9, 1995)	GVL95(P)

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[LOGO]
CAPITAL RESEARCH AND MANAGEMENT(SM)

CAPITAL RESEARCH
AND MANAGEMENT COMPANY
333 South Hope Street
Los Angeles, California 90071-1406

February 7, 2013

The Hartford
2000 Hopmeadow Street
LawDrpt. B1-E
Simsbury, CT 06089
Attention: James Bronsdon

Dear Mr. Bronsdon,

Enclosed is one executed original American Funds FPA Amendment No. 6 for your records.

If you have any questions please contact Michael Triessl at (213) 615-4024.

Sincerely,

/s/ Kathy Grogan

Kathy Grogan
Assistant to Michael Triessl

THE CAPITAL GROUP COMPANIES

American Funds   Capital Research and Management   Capital International   Capital Guardian   Capital Bank and Trust

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EXECUTION VERSION

ADMINISTRATIVE SERVICES AGREEMENT

BY AND BETWEEN

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

AND

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

DATED JANUARY 2, 2013

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SCHEDULES AND EXHIBITS

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This ADMINISTRATIVE SERVICES AGREEMENT (this "Agreement") is made and entered into on January 2, 2013 by and between HARTFORD LIFE AND ANNUITY INSURANCE COMPANY, a Connecticut-domiciled life insurance company ("ILA"), and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey-domiciled life insurance company (the "Administrator").

RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated September

27, 2012 (the "Purchase Agreement"), by and among Hartford Life, Inc., a Delaware corporation (the "Seller"), and Prudential Financial, Inc., a New Jersey corporation (the "Buyer"), and for purposes of Sections 8.4, 8.5 and 14.16 of the Purchase Agreement, The Hartford Financial Services Group, Inc., a Delaware corporation, Seller and Buyer are required to cause the execution and delivery of this Agreement in connection with the closing of the transactions contemplated thereunder;

WHEREAS, pursuant to that certain Reinsurance Agreement, dated the date hereof (the "Reinsurance Agreement"), between ILA and the Administrator, ILA has agreed to cede to the Administrator and the Administrator has agreed to assume from ILA, on a one-hundred percent (100%) indemnity reinsurance basis, on the terms and conditions set forth in the Reinsurance Agreement, certain liabilities arising in respect of the Covered Insurance Policies (as hereinafter defined);

WHEREAS, pursuant to the Reinsurance Agreement, the Administrator has purchased from ILA, and ILA has sold and assigned to the Administrator, all Recoverables (as hereinafter defined); and

[REDACTED]

WHEREAS, ILA wishes to appoint the Administrator to provide administrative and other services as specified in this Agreement with respect to the Administered Business (as hereinafter defined), and the Administrator desires to provide such administrative and other services in consideration for ILA entering into the Reinsurance Agreement.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Capitalized terms not defined herein and which are

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defined in the Purchase Agreement or Reinsurance Agreement, as applicable, shall have the meanings ascribed to them in the Purchase Agreement or Reinsurance Agreement, as applicable. As used herein, the following terms have the respective meanings set forth in this Section 1.01:

"Accounting Firm" has the meaning set forth in Schedule IV.

"Accounting Period" has the meaning set forth in the Reinsurance Agreement.

"Action" has the meaning set forth in the Purchase Agreement.

"Additional Restrictions" has the meaning set forth in the Investment Guidelines.

"Administered Business" means the Business of ILA with respect to the Covered Insurance Policies, the Separate Accounts, the Existing Reinsurance Agreements and any Reinsured Liabilities. For the avoidance of doubt, the Administered Business does not include any Discovered Policies unless otherwise agreed to by the parties.

"Administrator" has the meaning set forth in the preamble.

"Administrator Disbursing Accounts" has the meaning set forth in Section 6.03(a).

"Administrator Indemnified Parties" has the meaning set forth in Section 13.01.

"Affiliate" has the meaning set forth in the Purchase Agreement.

"Agreement" has the meaning set forth in the preamble.

"Ancillary Agreement Covered Contracts" has the meaning set forth in the Purchase Agreement.

"Ancillary Agreements" has the meaning set forth in the Purchase Agreement.

"Applicable Law" has the meaning set forth in the Purchase Agreement.

"Applicable Privacy Laws" means Applicable Laws relating to privacy, data protection and the collection and use of an individual's personal information and user information gathered, accessed, collected or used by ILA or any of its Affiliates in the course of the operations of the Business, including any applicable provisions of state insurance privacy laws and state privacy regulations.

"Authorized Persons" has the meaning set forth in Schedule III.

"Broker Price" has the meaning set forth in Schedule IV.

"Business" has the meaning set forth in the Purchase Agreement.

"Business Day" has the meaning set forth in the Purchase Agreement.

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"Buyer" has the meaning set forth in the recitals.

"Claim Notice" has the meaning set forth in Section 13.03(a).

"Closing" has the meaning set forth in the Purchase Agreement.

"Compliance Program" has the meaning set forth in Schedule II.

"Confidential Information" has the meaning set forth in the Reinsurance Agreement.

"Contract" has the meaning set forth in the Purchase Agreement.

"Coordinators" means the two (2) individuals, one designated by ILA and the other designated by the Administrator, who are primarily responsible for managing performance with respect to this Agreement as described in Section 2.07.

"Covered Insurance Policies" has the meaning set forth in the Reinsurance Agreement.

"Court Order" has the meaning set forth in the Purchase Agreement.

"Custodial Account" has the meaning set forth in the Reinsurance Agreement.

"Custodial Funds" has the meaning set forth in the Reinsurance Agreement.

"Customer Information" means any financial or personal information about a policyholder, insured or beneficiary under any Covered Insurance Policy, including, but not limited to, such policyholder's, insured's or beneficiary's name, street or mailing address, electronic mail address, telephone or other contact information, employer, social security or tax identification number, date of birth, driver's license number, state identification card number, financial account, credit or debit card number, health and medical information or photograph or documentation of identity or residency (whether independently disclosed or contained in any disclosed document) and any other information of such policyholder, insured or beneficiary deemed "nonpublic" and protected by any Applicable Privacy Law.

"Data" has the meaning set forth in Schedule III.

"Data Provider" has the meaning set forth in Schedule III.

"Data Recipient" has the meaning set forth in Schedule III.

"Disbursing Accounts" has the meaning set forth in Section 6.03(a).

"Discovered Policies" has the meaning set forth in the Purchase Agreement.

"Distributor" has the meaning set forth in the Purchase Agreement.

"Distribution Intermediaries" has the meaning set forth in the Wholesaling

Agreement.

"DRP" has the meaning set forth in Section 12.01.

"Effective Time" means the effective time of the Closing under the Purchase Agreement.

"Eligible Assets" has the meaning set forth in the Reinsurance Agreement.

"Existing Reinsurance Agreements" has the meaning set forth in the Reinsurance Agreement.

"Filings" means all documents (including electronic media) required to be filed with the SEC relating to any Separate Account, including, but not limited to, registration statements, policyholder proxy materials and filings on Form N-6, Form NSAR and Form 24 F-2 or any successor forms.

[REDACTED]

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"GAAP" has the meaning set forth in the Purchase Agreement.

"General Account Liabilities" has the meaning set forth in the Reinsurance Agreement.

"General Account Reserves" has the meaning set forth in the Reinsurance Agreement.

"Governmental Body" has the meaning set forth in the Purchase Agreement.

"HESCO" has the meaning set forth in the Purchase Agreement.

"HFIC" means Hartford Fire Insurance Company.

"ILA" has the meaning set forth in the preamble.

"ILA Indemnified Parties" has the meaning set forth in Section 13.02.

"ILA NAV Reports" has the meaning set forth in Schedule IV.

"ILA Services" has the meaning set forth in Section 2.03.

"Indemnified Party" has the meaning set forth in Section 13.03(a).

"Indemnifying Party" has the meaning set forth in Section 13.03(a).

"Information Security Requirements" has the meaning set forth in Schedule III.

"Information Security Safeguards" has the meaning set forth in Schedule III.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"Investment Guidelines" has the meaning set forth in the Investment Management Agreement.

"Investment Management Agreement" means that certain Investment Management Agreement dated as of the date hereof by and between ILA and Prudential Investment Management, Inc. (the "Investment Manager"), [REDACTED]

"Investment Manager" has the meaning set forth in the definition of Investment Management Agreement.

[REDACTED]

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[REDACTED]

"Legal Action" has the meaning set forth in Section 8.03(a).

"Losses" has the meaning set forth in the Purchase Agreement.

"Material Breach" has the meaning set forth in Section 7.01(b).

"Material Threshold Variance" has the meaning set forth in Schedule IV.

"Modco Assets" has the meaning set forth in Section 4.11(a).

"New Business Period" has the meaning set forth in Section 3.01(a).

"New Insurance Policies" means any and all binders, endorsements, riders, policies, certificates and contracts of individual life insurance, and supplementary contracts of individual life insurance (including retained asset accounts and all other settlement options) issued, renewed, reinsured or assumed by ILA following the Closing Date in accordance with Article III of this Agreement.

"Non-Guaranteed Elements" has the meaning set forth in the Reinsurance Agreement.

"Non-Guaranteed Elements Policy" means the policy of the Administrator (in its capacity as the "Reinsurer" under the Reinsurance Agreement) as in effect from time to time with respect to the Non-Guaranteed Elements relating to the Covered Insurance Policies.

"Party" means each of ILA and the Administrator.

"Person" has the meaning set forth in the Purchase Agreement.

"Portfolio" has the meaning set forth in the Investment Management Agreement.

"Premium Taxes" shall mean any Taxes that constitute General Account Liabilities as provided for in the Reinsurance Agreement.

"Premiums" has the meaning set forth in the Reinsurance Agreement.

"Product Tax IT" has the meaning set forth in the Purchase Agreement.

"Private Securities Material Threshold Variance" has the meaning set forth in Schedule IV.

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"Public Securities Material Threshold Variance" has the meaning set forth in Schedule IV.

"Purchase Agreement" has the meaning set forth in the recitals.

"Purchase Agreement Amendment" means that certain Amendment to the Purchase Agreement by and among Buyer, Seller and The Hartford Financial Services Group, Inc. dated as of the date hereof.

"Recapture Triggering Event" has the meaning set forth in the Reinsurance Agreement.

"Recoverables" has the meaning set forth in the Reinsurance Agreement.

"Regulatory Action" has the meaning set forth in Section 8.02.

"Reinsurance Agreement" has the meaning set forth in the recitals.

"Reinsured Liabilities" has the meaning set forth in the Reinsurance Agreement.

"Reinsured Portfolio" has the meaning set forth in Section 4.10(a).

"Reinsurance Recoverables" has the meaning set forth in the Reinsurance Agreement.

"Reinsurer Existing Reinsurance Agreements" has the meaning set forth in the Reinsurance Agreement.

"Reinsurer Extra-Contractual Obligations" has the meaning set forth in the Reinsurance Agreement.

"Reinsurer Product Tax Liabilities" has the meaning set forth in Section 17.04.

"Representative" has the meaning set forth in the Purchase Agreement.

"Required Balance" has the meaning set forth in the Reinsurance Agreement.

"Retained Portfolio" has the meaning set forth Section 4.10(b).

"Routine Complaints" has the meaning set forth in Section 8.01.

"SAP" has the meaning set forth in the Reinsurance Agreement.

"Schedule T" shall mean Schedule T, Premiums and Other Considerations, of the NAIC Annual Statement or any successor schedule.

"SEC" means the United States Securities and Exchange Commission.

"Security Incident" has the meaning set forth in Schedule III.

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"Seller" has the meaning set forth in the recitals.

"Specified Action" has the meaning set forth in the Purchase Agreement.

"Separate Accounts" has the meaning set forth in the Reinsurance Agreement.

"Separate Account Reserves" has the meaning set forth in the Reinsurance Agreement.

"Services" has the meaning set forth in Section 2.01.

"Settlement Statement" has the meaning set forth in the Reinsurance Agreement.

"Statutory Book Value" has the meaning set forth in the Reinsurance Agreement.

"Subcontractor" has the meaning set forth in Section 4.03.

"Taxes" has the meaning set forth in the Purchase Agreement.

"Tax Returns" has the meaning set forth in the Purchase Agreement.

"Terminal Settlement Statement" has the meaning set forth in the Reinsurance Agreement.

"Third-Party Claim" has the meaning set forth in Section 13.03(a).

[REDACTED]

"Trademark License Agreement" has the meaning set forth in Section 15.01.

"Transaction Agreements" means the Purchase Agreement and each of the Ancillary Agreements other than this Agreement.

"Transferred Contract" has the meaning set forth in the Purchase Agreement.

"Transferred Disbursing Accounts" has the meaning set forth in Section 6.03(a).

"Transition Services Agreement" has the meaning set forth in the Purchase Agreement.

"Treasury Regulations" has the meaning set forth in the Reinsurance Agreement.

"Triggering Event" has the meaning set forth in the Reinsurance Agreement.

"Underlying Companies" means the insurance companies that have ceded any liabilities or obligations under Covered Insurance Policies to ILA pursuant to any Underlying Reinsurance Agreement.

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"Underlying Reinsurance Agreements" has the meaning set forth in the Reinsurance Agreement.

[REDACTED]

"Virus" means any computer code (a) designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation thereof, of any other associated software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms"), (b) that would disable or impair in any way the operation thereof based on the elapsing of a period of time, the exceeding of an authorized number of users or copies, or the advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices), or (c) that would permit access by the Administrator or any third party to cause such disablement or impairment (sometimes referred to as "traps", "access codes" or "trap door" devices), or any other similar harmful, malicious or hidden procedures, routines or mechanisms that would cause the Services, systems or software to malfunction or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations.

"Wholesaling Agreement" means that certain Wholesaling Agreement dated as of the date hereof by and among HESCO, Hartford Securities Distribution Company, Inc., HLIC, ILA, Hartford Life and Accident Insurance Company, Pruco Securities, LLC and Prudential Insurance Agency, LLC.

ARTICLE II

APPOINTMENT; NOTIFICATION OF INTERESTED PARTIES

Section 2.01 Appointment. On the terms and subject to the limitations and conditions set forth herein, ILA hereby appoints the Administrator as of the Effective Time as its agent to provide, as an independent contractor of ILA, all required, necessary and appropriate administrative and other services, including the services set forth in Section 4.01 and Schedule II, with respect to the Administered Business (other than those services to be provided by HFIC and its Affiliates pursuant to the terms of the Transition Services Agreement for so long as such services are required to be provided by HFIC and its Affiliates under the Transition Services Agreement and the ILA Services) (collectively, the "Services"), and the Administrator hereby accepts such appointment and shall perform such Services at and following the Effective Time on behalf of and in the name of ILA. At all times during the term of this Agreement, the Administrator shall hold and maintain any and all licenses, permits and authorizations required in any state in the United States and in Guam and Puerto Rico to perform its duties and obligations under this Agreement on behalf of ILA. For purposes of this Agreement, the intention of the Parties is that the Administrator shall perform all Services in such a manner as to minimize the involvement of ILA and its Affiliates, subject to (a) Section 2.02 below and (b) Section 2.03 below. Except for the ILA Services, as between ILA and the Administrator, neither ILA nor any of its Affiliates shall be obligated to provide any services under this Agreement relating to the Administered Business.

Section 2.02 Provision of Services Subject to the Transition Services Agreement. The Parties hereby agree that to the extent any Service is provided by ILA or its Affiliate pursuant to the Transition Services Agreement, the Administrator shall have no obligation to provide such Service pursuant hereto until ILA's or its Affiliate's obligation to provide such Service pursuant to the Transition Services Agreement has terminated in accordance with the terms of such agreement. If Administrator relies on a service that is provided by ILA or its Affiliate pursuant to the Transition Services Agreement to provide a Service hereunder, Administrator shall have no obligation to provide such Service, or have any liability in connection with the provision of that Service, to the extent ILA or its Affiliate has failed to provide a required service under the Transition Services Agreement.

Section 2.03 ILA Services. The Parties hereby agree that, notwithstanding anything herein to the contrary, ILA shall, for the term of this Agreement, continue to take those actions (i) that ILA is required by Applicable Law to take without the Administrator or any other third party acting on its behalf, if any, but only to the extent such actions are to be taken from and after the Effective Time and are necessary or appropriate with respect to the Administered Business and (ii) that do not exclusively relate to the Administered Business and are performed on the entity level, including with respect to accounting reports, tax returns, guaranty fund reports, actuarial reports and other reports and certifications, in each instance, if and to the extent relevant, based on information and statements provided by the Administrator as contemplated therein (collectively with the actions that are identified to be taken by ILA set forth in Section 4.11(a) through (f), the "ILA Services"), in each case, in accordance with Applicable Law, and that the Administrator shall have no obligation to provide such services; provided, that the Administrator shall be obligated to provide Services to ILA that the Administrator is permitted to take under Applicable Law to allow ILA to perform the ILA Services; provided, further; that all reasonable and necessary out-of-pocket costs and expenses incurred by ILA in connection with any ILA Services that exclusively relate to the Administered Business shall be paid or reimbursed by the Administrator. To the extent either Party becomes aware of any ILA Services, such Party shall give the other Party notice of such ILA Services, and the Parties shall reasonably cooperate in performing such ILA Services.

Section 2.04 Power of Attorney. Subject to the terms and conditions herein and in Section 12.2(c) of the Purchase Agreement, ILA hereby appoints and names the Administrator, acting through its authorized officers and employees, as ILA's lawful attorney-in-fact, from and after the Effective Time for so long as the Administrator is authorized to perform the Services and solely to the extent necessary to provide the Services (all on terms and subject to the limitations set forth herein), (a) to do any and all lawful acts that ILA might have done with respect to the Administered Business, and (b) to proceed by all lawful means (i) to perform any and all of ILA's obligations with respect to the Administered Business, (ii) to enforce any right and defend (in the name of ILA, when necessary) against any liability arising with respect to the Administered Business, (iii) to sue or defend (in the name of ILA, when necessary) any Action arising from or relating to the Administered Business, (iv) to sign (in ILA's name, when necessary) vouchers, receipts, releases and other papers in connection with any of the foregoing matters, (v) to take actions necessary, as may be reasonably determined, to maintain the Administered Business in compliance with Applicable Law, (vi) to sign any and all documents necessary to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, including without limitation, Section 4.07(a), and (vii) to do

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everything lawful in connection with the satisfaction of the Administrator's obligations and the exercise of its rights under this Agreement. ILA shall execute such powers of attorney and other documents as may be required or are reasonably necessary or appropriate in furtherance of the foregoing. For the avoidance of doubt, the powers of attorney set forth in this Section 2.04 shall not apply to any Intellectual Property Rights held by ILA or its Affiliates, except as expressly set forth in the Ancillary Agreements (excluding this Agreement).

Section 2.05 Notification of Interested Parties. The Administrator shall send to (a) the policyholders of the Covered Insurance Policies and (b) any applicable service providers, reinsurers, Underlying Companies, custodians, Distributors, mutual fund organizations or other counterparties, in each case of (a) and (b), to the extent required by Applicable Law or any Transferred Contract or Ancillary Agreement Covered Contract, a written notice prepared by the Administrator and reasonably acceptable to ILA, advising that the Administrator has been appointed by ILA to provide the Services. Such notices shall be sent to such Persons' last known address of record as furnished by ILA to the Administrator. ILA shall cooperate in the preparation and mailing of any such required notices, including by providing the names and addresses of the relevant Persons to whom such notices are to be sent in an agreed upon electronic format. The Administrator may include such notice in a regularly scheduled mailing to such Persons in lieu of a separate mailing.

Section 2.06 Ongoing Communications.

The Administrator shall comply with the terms of the Trademark License Agreement and all Applicable Laws with respect to the use of ILA's name in communications with policyholders, insureds and beneficiaries of the Covered Insurance Policies. ILA shall cooperate with the Administrator in connection therewith, including by providing sample forms (both hard copies and electronic copies) of the ILA stationary used in communications with policyholders, insureds and beneficiaries of the Covered Insurance Policies and the Administrator's use of trademarks on the stationary will be governed by the terms of the Trademark License Agreement.

Section 2.07 Coordinators. ILA and the Administrator shall each appoint a Coordinator, each of whom will serve as the primary contact point for their respective Party with respect to issues that may arise out of the performance of this Agreement. ILA and the Administrator may replace their respective Coordinator by giving notice pursuant to Section 18.01 to the other Party stating the name, title and contact information for the new Coordinator. The Parties shall cause the Coordinators to meet, either in person or telephonically, at least once quarterly, or more frequently if mutually agreed upon, to discuss the status of the Services, and to manage open issues related to this Agreement and performance hereunder. In addition, either Coordinator may call a meeting with the other Coordinator upon five (5) Business Days' prior written notice to address any time critical (in the reasonable judgment of the requesting Coordinator) issues related to the Services.

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ARTICLE III

NEW INSURANCE POLICIES

Section 3.01 New Insurance Policies.

(a) Subject to Section 3.02 and 3.03, ILA hereby authorizes and grants the Administrator the authority, [REDACTED] to (x) new insurance policies to be issued or reinsured pursuant to contractual commitments or exchanges under certain insurance contracts of ILA, such as term conversions, additional coverage options, and other conversion rights written by ILA or its Affiliates with respect to the Business or (y) as required to replace or remediate Covered Insurance Policies in order to comply with Applicable Law or to terms of such policies or as required to resolve or remediate a complaint, lawsuit or regulatory matter involving a Covered Insurance Policy (such period, the "New Business Period"), to quote, market, sell, underwrite, issue, renew, reinsure or assume in the name of ILA, binders, endorsements, riders, policies, certificates and contracts of individual life insurance, and supplementary contracts of individual life insurance (including retained asset accounts and all other settlement options). [REDACTED] In no event shall the authority granted hereunder be deemed to authorize the Administrator to quote, market, sell, underwrite, issue, renew, reinsure or assume any insurance policies in jurisdictions where ILA does not hold the required licenses therefore.

(b) Subject to Sections 3.01(a)(ii) and 3.01(a)(iii), the Administrator shall have the sole and exclusive right to make decisions with respect to the issuance, renewal, non-renewal, reinsurance, cancellation or termination of the Covered Insurance Policies, subject to compliance with Applicable Law and the terms and conditions set forth in the applicable Covered Insurance Policies, the Reinsurance Agreement and this Agreement. [REDACTED]

(c) Subject to the Reinsurance Agreement and in accordance with the terms thereof, all New Insurance Policies shall be automatically ceded (effective immediately upon issuance thereof) by ILA to the Administrator (in its capacity as "Reinsurer" under the Reinsurance Agreement), and reinsured by the Administrator (in its capacity as "Reinsurer" under the Reinsurance Agreement) from ILA, on a one hundred percent (100%) indemnity reinsurance basis in accordance with the terms of the Reinsurance Agreement.

(d) All costs and expenses associated with the quotation, marketing, sale, underwriting, issuance, renewal and reinsurance of New Insurance Policies, including surcharges and assessments imposed on the basis of Premiums or otherwise with respect to the New Insurance Policies, shall be borne by the Administrator.

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Section 3.02 Guidelines. Any and all New Insurance Policies shall be (a) quoted, marketed, sold, underwritten, issued, renewed and reinsured in accordance with standards, guidelines, procedures and practices consistent with those utilized by the Administrator in its business and in accordance with (i) the Existing Reinsurance Agreements, (ii) Applicable Law and (iii) in the case of conversions, the Contract and related practices giving rise to the conversion right and (b) written on policy forms and using the rating plans in effect for ILA for such type of business at the Effective Time, except for, in the case of both (a) and (b), changes required by Applicable Law or changes that have been approved in advance and in writing by ILA, such approval not to be unreasonably withheld, delayed or conditioned.

Section 3.03 Termination of Authority. The authority granted to the Administrator under Sections 3.01(a) and (b) may be terminated by ILA upon written notice to the Administrator: (i) in the event that the Administrator assigns or delegates its underwriting authority with respect to such New Insurance Policies to be issued pursuant to sub-clause (i) of Section 3.01 to any Person without the prior written consent of ILA (which consent may be withheld in ILA's sole discretion), (ii) upon termination of the Reinsurance Agreement or the inability of the Administrator under the Reinsurance Agreement, to reinsure New Insurance Policies under the Reinsurance Agreement, (iii) in the event that the Administrator becomes insolvent or is placed into liquidation, rehabilitation, conservation, supervision, receivership or similar proceedings (whether voluntary or involuntary), or there is instituted against the Administrator proceedings for the appointment of a receiver, liquidator, rehabilitator, conservator or trustee in bankruptcy, or other agent known by whatever name, to take possession of its assets or assume control of its operations, or (iv) if a Recapture Triggering Event has occurred under the Reinsurance Agreement and the business reinsured thereunder is recaptured by ILA under the Reinsurance Agreement pursuant to its terms.

Section 3.04 ILA Licenses; Certain Actions. ILA shall, until and including the last calendar day of the New Business Period:

(a) hold and maintain all material licenses, permits and authorizations required under Applicable Law to issue New Insurance Policies during the New Business Period in accordance with Section 3.01; provided, that notwithstanding the foregoing, in no event shall ILA be required to maintain any given license, permit or authorization to the extent that there is a change in Applicable Law or issuance of a binding order from a Governmental Body that prohibits ILA from maintaining such license, permit or authorization; and

(b) take no action within ILA's actual control and without the Administrator's consent (which consent shall not be unreasonably withheld, delayed or conditioned) that would adversely affect in any material respect the ability of the Administrator to quote, market, sell, issue, renew or reinsure New Insurance Policies during the New Business Period in accordance with the terms and conditions of Section 3.01; provided, that this Section 3.04(b) shall in no event be construed to require ILA to maintain any insurance financial strength or similar rating.

Section 3.05 Marketing Activities.

(a) Subject to the terms and conditions set forth in the Trademark

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License Agreement and the Wholesaling Agreement, the Administrator may develop and use new marketing and sales materials for the New Insurance Policies in accordance with Applicable Law. To the extent not otherwise provided to ILA pursuant to the Trademark License Agreement or the Wholesaling Agreement, the Administrator shall provide ILA with copies of all such materials prior to use for ILA's prompt review. Administrator shall not use such new marketing and sales material until ILA provides Administrator written approval (such approval not to be unreasonably withheld or delayed).

(b) The Administrator shall have responsibility for, and shall bear all costs, expenses and liabilities associated with, all activities relating to the marketing and sale of the New Insurance Policies by the Administrator, in the name of ILA, including, without limitation, developing, printing and distributing marketing materials, and training agents and other Distributors.

ARTICLE IV

SERVICES PROVIDED BY ADMINISTRATOR

Section 4.01 Services. During the term of this Agreement and except as otherwise provided in the Transition Services Agreement or in Sections 2.02 and 2.03, the Services to be provided by the Administrator hereunder shall include all services that are required, necessary or appropriate for the administration, handling and performance of the Administered Business and any other administrative services (including reporting services) that are reasonably required, necessary or appropriate under Applicable Law, the terms of the Covered Insurance Policies, the Separate Accounts, the Existing Reinsurance Agreements [REDACTED] or otherwise in connection with, or incidental to, the administration of the Administered Business. Without limiting the generality of the foregoing, the Services to be provided by the Administrator hereunder shall include the Services set forth on Schedule II hereto.

Section 4.02 Standards and Licenses.

(a) The Administrator acknowledges that the performance of the Services in an accurate and timely manner is of paramount importance to ILA. Administrator shall provide each of the Services: (i) with the same priority it accords its own operations, (ii) in substantially the same manner and using at least the same standard of care and degree of efficiency and quality that Seller, its Affiliates and their subcontractors used during the twelve (12)-month period immediately prior to the Effective Time in performing such Services or similar services (to the extent such Services were provided by Seller prior to the Effective Time) for the Business and (iii) in compliance with (A) Applicable Law, (B) the Covered Insurance Policies [REDACTED] ILA understands and agrees that Administrator is not in the business of providing Services to third parties, and under no circumstances shall Administrator be held accountable to a higher standard of care than that set forth herein.

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(b) For the duration of this Agreement, the Administrator hereby covenants that it shall, at its sole cost and expense, as an independent contractor:

(i) subject to the Administrator's right to delegate or subcontract its responsibility to perform any portion of the Services, in accordance with and subject to the terms hereof, employ and retain staff with the requisite experience, skill and expertise to perform the Services it is obligated to perform hereunder, in a manner consistent with the standards set forth in

Section 4.02(a) and using the Administrator's facilities, systems and equipment; and

(ii) own, hold, possess and maintain all licenses, franchises, permits, privileges, immunities, approvals and other authorizations from any Governmental Body in any state in the United States and in Puerto Rico and Guam that are necessary for the provision by the Administrator of the Services.

(c) The Administrator shall not be liable to ILA for any acts, errors or omissions in performing the Services to the extent such acts, errors or omissions were directed by ILA in writing or caused by any act or omission of ILA or any of its Affiliates or resulted from a breach of any of the Transaction Agreements by ILA or any of its Affiliates.

Section 4.03 Subcontracting. The Administrator may delegate or subcontract the performance of any Service (or any portion thereof) to another Person (the "Subcontractor"); provided, that the Administrator shall provide ILA with reasonable advance written notice of its intention to delegate or subcontract to an unaffiliated third party any Service or portion thereof; provided, further, that no such subcontracting or delegation shall relieve the Administrator from any of its obligations or liabilities hereunder, and the Administrator shall remain responsible for all obligations or liabilities of such Subcontractor with respect to the provision of such Service or Services as if provided by the Administrator. ILA shall cooperate in good faith with the Administrator's efforts to, and take all actions reasonably requested by the Administrator to, delegate or subcontract the performance of any Service or portion thereof to any Subcontractor. The Administrator shall reimburse ILA for any reasonable and necessary out-of-pocket costs associated with such cooperation.

Section 4.04 Recommendations. The Administrator may recommend to ILA amendments to the products, benefits, forms, rating plans and prospectuses in use for the Covered Insurance Policies, including the New Insurance Policies. With ILA's prior consent, which may not be unreasonably withheld, the Administrator may make such amendments on behalf of ILA.

Section 4.05 Decision Authority.

(a) Notwithstanding any other provision of this Agreement to the contrary, ILA shall have the right to direct the Administrator to perform any action necessary with respect to the Administered Business or the administration thereof to comply with Applicable Law, or to cease performing any action that constitutes a violation of Applicable Law to the extent such action, inaction or administration is within the control of the Administrator, in each case, taking into account the recommendations of the Administrator provided to ILA

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hereunder, which ILA shall only reject in good faith and in light of the intent of the parties to, and the stated purposes of, the Purchase Agreement, the Ancillary Agreements and this Agreement. The Administrator shall have the right to request ILA to perform any action necessary for the Covered Insurance Policies, the Separate Accounts, and Existing Reinsurance Agreements or the administration thereof to comply with Applicable Law, or to cease performing any action that constitutes a violation of Applicable Law and ILA shall use commercially reasonable efforts to comply with such request.

(b) In the event of any dispute as to whether or not an action is required or should be suspended in order to comply with Applicable Law, such dispute shall be referred to the Coordinators, pursuant to Section 18.03.

Section 4.06 Non-Guaranteed Elements. ILA shall set all Non-Guaranteed Elements under the Covered Insurance Policies from and after the Effective Time, taking into account the recommendations of the Administrator, which ILA shall only reject in good faith and on a reasonable basis that such recommendations fail to comport with Applicable Law, applicable Actuarial Standards of Practice or the terms of any Covered Insurance Policy. ILA shall convey to the Underlying Companies under the Underlying Reinsurance Agreements the recommendations of the Administrator with respect to Non-Guaranteed Elements as if such recommendations were the ILA's own. In connection with any recommendation by the Administrator with respect to any Non-Guaranteed Elements under this Section, the Administrator shall provide ILA a copy of its Non-Guaranteed Elements Policy in effect as of the Closing Date and from time to time thereafter upon a change or amendment to the Non-Guaranteed Elements Policy.

Section 4.07 Additional Covenants of ILA.

[REDACTED]

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[REDACTED]

(b) The Administrator may make recommendations to ILA as to fund options for the Separate Accounts and ILA shall not unreasonably reject or delay such recommendations. If the Administrator makes a change in the Covered Insurance Policies or the Separate Accounts in connection with the change of a fund option as permitted above, the Administrator shall, at its own expense, prepare for signature by ILA and transmit on behalf of ILA to the appropriate Governmental Body any SEC exemptive application, no-action letter or other regulatory filing necessary to reflect or implement such change.

(c) ILA shall take all actions necessary to execute amendments to the Ancillary Agreement Covered Contracts, prepared from time to time by the Administrator to conform such Ancillary Agreement Covered Contracts to the extent required by any changes in Applicable Law.

(d) ILA shall take all actions necessary to execute agreements to facilitate trading via National Securities Clearing Corporation (NSCC) with respect to the Administered Business.

[REDACTED]

Section 4.08 Certain Actions with Respect to Recoverables. The Administrator shall (i) deposit in the applicable Separate Account any Recoverables attributable to such Separate Account to the extent required to be deposited therein by such Covered Insurance Policy and (ii) on behalf of ILA, pay out of the applicable Separate Account any amounts to be paid out of such Separate Account in accordance with the terms of the applicable Covered Insurance Policy. If any Recoverables attributable to a Separate Account are received by ILA, such amounts shall be paid to the Administrator for deposit into such Separate Account.

Section 4.09 Product Filings. The Administrator shall have the exclusive authority to make filings with respect to the Covered Insurance Policies with applicable Governmental Bodies, in the name of and on behalf of ILA, to apply for amendments to any policy form or any other document related to the Covered Insurance Policies, including, without limitation, any application, sales illustration related to new business, marketing material, endorsement or rider; provided that the Administrator shall deliver to ILA copies of any filings it makes with Governmental Bodies relating to the Covered Insurance Policies prior to or contemporaneously with making such filings. ILA shall use commercially reasonable efforts to assist the Administrator in seeking approval of any filing made pursuant to this Section 4.09.

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The Administrator shall reimburse ILA for any reasonable and necessary out-of-pocket costs associated with such assistance.

[REDACTED]

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[REDACTED]

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[REDACTED]

ARTICLE V

FEES FOR SERVICES

Section 5.01 Fees for Services. Except as otherwise provided for in this Agreement, the Administrator shall provide Services with respect to the Administered Business pursuant to this Agreement at its sole cost and expense (including payment of all necessary fees to any third parties) in consideration for the promises made by ILA and its Affiliates under this Agreement and the Transaction Agreements, and shall not receive any separate fee from ILA for the provision of the Services.

ARTICLE VI

CERTAIN REPORTS; BOOKS AND RECORDS;
BANK ACCOUNTS AND REMITTANCES

Section 6.01 Reports.

[REDACTED]

(b) As of and following the Effective Time, the Administrator shall prepare and furnish the reports identified in Schedule I (the "Scheduled Reports") on the dates set forth on Schedule I (or such later dates as mutually agreed upon by the parties).

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(c) To the extent additional reports are requested by ILA under this Agreement, the Administrator shall provide such reports in a form and manner as is reasonably requested by ILA; provided, that ILA shall reimburse the Administrator for the reasonable costs and expenses incurred by the Administrator in the preparation of such reports.

(d) The Parties acknowledge and agree that changes in Applicable Law may make delivery of Scheduled Reports and other reports on the timeframes contemplated herein and in the Schedules hereto impracticable. In such case, the Parties shall cooperate in good faith to revise such deadlines.

Section 6.02 Books and Records and Access to Books and Records.

(a) As of and following the Effective Time, to the extent not otherwise maintained by the Administrator under the Reinsurance Agreement and except as provided under the Transition Services Agreement, the Administrator shall assume responsibility for maintaining accurate and complete books and records of all transactions pertaining to the Administered Business and all data used by the Administrator in the performance of Services required under this Agreement, including claims filed in respect of the Covered Insurance Policies and any documents relating thereto, any communications with any Governmental Body, complaint logs, billing and collection files, files containing actuarial data and all other data used by the Administrator in performance of the Services. All such books and records shall be maintained by the Administrator (i) in accordance with any and all Applicable Laws, (ii) in accordance with the Administrator's record retention procedures and policies and (iii) in a format accessible by ILA and its Representatives.

(b) During the term of this Agreement, upon any reasonable request from ILA or its Representatives, the Administrator shall (i) provide to ILA and its Representatives reasonable access during normal business hours to the books and records (including any such materials developed after the Effective Time by a Party hereto or its Affiliates) under the control of the Administrator pertaining to the Administered Business and the Services to be provided under this Agreement and the reinsurance to be provided under the Reinsurance Agreement; provided that such access shall not unreasonably interfere with the conduct of the business of the Administrator, and (ii) permit ILA and its Representatives to make copies of such records, in each case, at no cost to ILA (other than for reasonable out-of-pocket expenses). Nothing herein shall require the Administrator to disclose any information to ILA or its Representatives if such disclosure would jeopardize any attorney-client privilege, the work product immunity or any other legal privilege or similar doctrine or contravene any Applicable Law or any Contract (including any confidentiality agreement to which the Administrator or any of its Affiliates is a party) (it being understood that the Administrator shall use commercially reasonable efforts to obtain waivers or make other arrangements (including redacting information or entering into joint defense agreements) that would enable otherwise required disclosure to ILA or its Representatives to occur without so jeopardizing privilege or contravening such Applicable Law, Court Order or Contract, or require the Administrator to disclose its tax records or tax returns of the Administrator or any of its Affiliates or any personnel or related records.

(c) During the term of this Agreement, upon any reasonable request

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from the Administrator or its Representatives, ILA shall (i) provide to the Administrator and its Representatives reasonable access during normal business hours to the books and records (including any such materials developed after the Effective Time by a Party hereto or its Affiliates) under the control of ILA or any of its Affiliates pertaining to the Administered Business and the Services to be provided under this Agreement and the reinsurance to be provided under the Reinsurance Agreement (including the books and records of HESCO); provided that such access shall not unreasonably interfere with the conduct of the business of ILA, and (ii) permit the Administrator and its Representatives to make copies of such records, in each case, at no cost to the Administrator (other than for reasonable out-of-pocket expenses). Nothing herein shall require ILA to disclose any information to the Administrator or its Representatives if such disclosure would jeopardize any attorney-client privilege, the work product immunity or any other legal privilege or similar doctrine or contravene any Applicable Law or any Contract (including any confidentiality agreement to which ILA or any of its Affiliates is a party) (it being understood that ILA shall use commercially reasonable efforts to obtain waivers or make other arrangements (including redacting information or entering into joint defense or common interest agreements) that would enable otherwise required disclosure to the Administrator or its Representatives to occur without so jeopardizing privilege or contravening such Applicable Law, Court Order or Contract) or require ILA to disclose its tax records (except as otherwise provided under the Purchase Agreement or Article XVII of this Agreement) or any personnel or related records.

(d) The Parties shall maintain facilities and procedures that are in accordance with Applicable Law and commercially reasonable standards of insurance recordkeeping for safekeeping the books and records maintained by the applicable Party or its Affiliates that pertain to the Administered Business.

(e) The Administrator shall cooperate with any Governmental Body having jurisdiction over ILA in providing access to the books and records referenced in this Section 6.02.

Section 6.03 Disbursing Accounts.

(a) During the term of this Agreement, the Administrator shall maintain one or more accounts (which may be zero balance accounts) in the name of the Administrator with banking institutions as necessary to allow the Administrator to make or direct all payments required to be made or directed by the Administrator on behalf of ILA with respect to the Administered Business (the "Administrator Disbursing Accounts"); provided, that the Parties acknowledge and agree that disbursement accounts maintained by ILA may be used on a transitional basis until relevant functions are migrated to the Administrator Disbursing Accounts. If requested by the Administrator, ILA, in its sole discretion, shall assign and transfer to the Administrator, and the Administrator shall accept and acquire, one or more additional accounts held in the name of ILA with banking institutions and related to the Administered Business (the "Transferred Disbursing Accounts" and, collectively with the Administrator Disbursing Accounts, the "Disbursing Accounts"). The Disbursing Accounts shall be used for all disbursements provided for in connection with the Services, including but not limited to benefit payments, insurance contract surrenders, annuity payments and other benefits under Covered Insurance Policies. Until the occurrence of a Triggering Event or Recapture Triggering Event,

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the Administrator shall, as needed, deposit in the Disbursing Accounts funds sufficient to cover checks drawn on the Disbursing Accounts by the Administrator with respect to the Administered Business from time to time. The Administrator shall be solely responsible for all fees, costs and expenses of the Disbursing Accounts, and in no event shall ILA have any obligation to provide funding for the Disbursing Accounts with respect to the Administered Business or be responsible for any fees, costs or expenses associated therewith. Checks drawn on the Disbursing Accounts in connection with the Services shall show the Administrator, acting on behalf of ILA.

(b) Unless prohibited by Applicable Law and excluding any payments in progress to policyholders or beneficiaries, upon the occurrence of, and during the continuance of, a Triggering Event or a Recapture Triggering Event, the Administrator, immediately upon becoming aware of such Triggering Event or Recapture Triggering Event, shall, in accordance with the terms of the Reinsurance Agreement, (i) transfer all Custodial Funds previously deposited or held in the Disbursing Accounts from the Disbursing Accounts into the Custodial Account, (ii) deposit all Custodial Funds directly into the Custodial Account as set forth in Section 4.9(b) of the Reinsurance Agreement and (iii) to the extent permitted pursuant to the Reinsurance Agreement, apply such Custodial Funds as set forth in Section 4.9(c) of the Reinsurance Agreement.

(c) ILA shall cooperate with the establishment and maintenance of the Disbursing Accounts (including the assignment and transfer of the Transferred Disbursing Accounts).

Section 6.04 Remittances. If ILA or the Administrator or any of their respective Affiliates receives any remittance or other payment that it is not entitled to under the terms of this Agreement, the Reinsurance Agreement or any other Transaction Agreement, ILA, the Administrator or such Affiliate shall hold such remittance or other payment in trust for the benefit of ILA, the Administrator or the applicable Separate Account, as the case may be. Upon becoming aware that another Party is entitled to such remittance or other payment, ILA or the Administrator shall endorse any such remittance to the order of ILA, the Administrator or the applicable Separate Account, as the case may be, and promptly transfer such remittance or other payment to ILA, the Administrator or to the applicable Separate Account, as the case may be.

Section 6.05 Audit Rights.

(a) During the term of this Agreement and continuing for one (1) year after the termination of this Agreement, the Administrator shall permit ILA to review the Administrator's compliance with its obligations under this Agreement, not more than once annually and on no less than thirty (30) calendar days' notice (except as set forth below) during normal business hours. Such audits shall be conducted by personnel of ILA or its Affiliates or by an independent auditor selected by ILA. The Administrator shall accommodate such audits and shall provide each auditor access to pertinent books and records during normal business hours upon reasonable advance notice. ILA shall bear the expenses of any such audits.

(b) Upon the written request of ILA and if specifically available solely related to the Services, the Administrator shall provide to ILA a copy of its SSAE 16 Type II report (or any successor or other substantially similar report).

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Section 6.06 Internal Controls Over Financial Reporting. Each Party shall provide the other with reasonable access to its personnel, books and records, and such other certifications and information as the other Party may reasonably deem necessary to enable its designated officers to evaluate the effectiveness

of the disclosing party's internal control over financial reporting, as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f) and Subsection I of Section 3 of the NAIC Annual Financial Reporting Model Regulation ("Internal Control Over Financial Reporting") with respect to the Administered Business (including with respect to any financial information provided by the disclosing Party to the other Party under this Agreement or any other Ancillary Agreement).

ARTICLE VII

INABILITY TO PERFORM SERVICES; ERRORS

Section 7.01 Inability to Perform Services.

(a) In the event that the Administrator is unable to perform all or a portion of the Services for any reason for a period that could reasonably be expected to exceed twenty (20) Business Days, the Administrator shall promptly provide notice to ILA of its inability to perform the applicable Services and shall cooperate with ILA in obtaining an alternative means of providing such Services. The Administrator shall be responsible for all fees, costs and expenses incurred in order to obtain such alternative means of providing the applicable Services and in order to restore such Services.

(b) In the event that the Administrator commits three (3) independent Material Breaches (as such term is defined below) during any rolling twelve (12) month period, ILA will, at its option, initiate the dispute resolution process set forth in Section 18.03(a). If, after Level Three Negotiations, ILA is not reasonably satisfied with the results thereof, the CEO or CFO of ILA's ultimate parent will provide written notice to the CEO or CFO of the Administrator's ultimate parent and the Administrator shall use commercially reasonable efforts to obtain an alternative means of providing the impacted Services pursuant to the service standards set forth in Section 4.02(a). In such event, the Administrator shall be responsible for the incremental costs incurred in providing such alternative services. The term "Material Breach" shall mean a material breach of a material obligation under this Agreement by the Administrator, the occurrence of which is not subject to a good faith dispute between the Parties, that remains in existence ninety (90) calendar days after receipt by the Administrator of ILA's written notice of such breach (which notice shall specify ILA's view that such breach is a material breach of a material obligation hereunder), which breach shall not have been cured within such ninety (90) calendar day period; provided, however, that if the Administrator can demonstrate that, despite having used its commercially reasonable efforts to cure such failure within the ninety (90) calendar day period, it has not been able to effect such a cure, ILA may, at its sole discretion, grant the Administrator additional time in which to effect such a cure. The remedy set forth herein and ILA's indemnification rights pursuant to Section 13.02 shall be ILA's sole and exclusive remedy with respect to any Material Breach that is not cured within the foregoing cure period.

(c) For the avoidance of doubt, if the Administrator fails to perform

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any obligation hereunder and such failure is attributable to (i) an act, error or omission of ILA, including any failure by ILA or ILA's Representatives to perform any obligation of ILA hereunder or under any of the Ancillary Agreements (excluding this Agreement), (ii) revocation by ILA of any or all authority of the Administrator under Section 6.03(c) or (iii) the termination upon the occurrence of a Recapture Triggering Event of Administrator's right to direct disbursements from the Custodial Account, then in each such case, such failure to perform such obligation by the Administrator shall not be a breach of this Agreement and the Administrator shall have no liability under this Agreement with respect to such obligation.

(d) In the event that a third party administrator is engaged in accordance with Section 7.01(b) and the Administrator subsequently determines that such third party administrator is incapable of performing the Services subcontracted to such third party administrator, the Parties agree that the Administrator shall, at its option, replace the third party administrator with another third party administrator or resume its performance of such Services pursuant to this Agreement.

Section 7.02 Errors. The Administrator shall, at its own expense, correct any errors in the Services caused by it as promptly as practicable following notice thereof from ILA or any other Person or upon discovery thereof by the Administrator. ILA shall, at its own expense, cooperate with and assist Administrator to correct any errors resulting from any act or omission by ILA as promptly as practicable following notice thereof from Administrator or any other Person or upon discovery thereof by ILA. ILA shall reimburse the Administrator for the reasonable costs and expenses incurred by the Administrator in making any such corrections.

ARTICLE VIII

REGULATORY COMPLAINTS AND LEGAL ACTIONS

Section 8.01 Routine Complaints. The Administrator shall supervise and control the investigation, contest, defense and/or settlement of any policyholder, insured or beneficiary complaints (including any such complaints asserted through any Governmental Body) that in the Administrator's reasonable judgment would reasonably be expected to result solely in monetary Losses [REDACTED] relating to the Administered Business (the "Routine Complaints") at its own cost and expense, and in the name of ILA when necessary. Notwithstanding anything in this Agreement to the contrary, the Administrator shall not be required to provide notice to ILA with respect to any Routine Complaints; provided, that at ILA's request, the Administrator shall, no more frequently than monthly, provide ILA with a report summarizing the nature and status of any pending or resolved Routine Complaints, the alleged actions or omissions giving rise to such Routine Complaints, and the status of any such Routine Complaints.

Section 8.02 Regulatory Actions.

(a) If ILA or the Administrator receives notice of, or otherwise becomes aware of, any Regulatory Action (as defined below), ILA or the Administrator, as applicable, shall promptly notify the other Party thereof. The term "Regulatory Action" means any Action initiated by or involving the participation of a Governmental Body related to the

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Administered Business other than Routine Complaints. ILA, upon twenty (20) calendar days written notice to the Administrator, shall have the right at any time to assume sole and exclusive control over the response, defense, settlement or other resolution of any Regulatory Action; provided that ILA shall be solely responsible for all costs and expenses related thereto (including any Losses, fines, penalties or other amounts imposed on or suffered by the Administrator and its Affiliates, and the cost of any remediation efforts by the Administrator) and any increased liability of the Administrator, in its capacity as the Reinsurer, under the Reinsurance Agreement or this Agreement resulting from ILA's control thereof. The Administrator shall have the right at its sole expense to engage its own separate legal representation and to participate fully in, but not control, any such defense, settlement, or compromise assumed by ILA. Notwithstanding the foregoing, ILA shall not settle or compromise any such Regulatory Action without the Administrator's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) unless (i) there is no finding or admission of any violation of Applicable Law or any violation of the rights of any Person by the Administrator or any of its Affiliates, (ii) ILA pays all settlement amounts with respect thereto, (iii) ILA obtains a complete release for the Administrator and its Affiliates who are parties to the proceedings with respect to such Regulatory Action, and (iv) the terms of the proposed settlement or compromise of the Regulatory Action do not impose injunctive, equitable relief or remediation or result in any non-monetary restriction or condition or material burden on the Business or operations of the Administrator and its Affiliates.

(b) In the event that ILA does not timely assert its right to control the handling of Regulatory Actions pursuant to Section 8.02(b), the Administrator shall assume sole and exclusive control over the response, defense, settlement or other resolution of any Regulatory Action. ILA shall have the right at its sole expense to engage its own separate legal representation and to participate fully in, but not control, any such defense, settlement, or compromise assumed by the Administrator. Notwithstanding the foregoing, the Administrator shall not settle or compromise any such Regulatory Action without ILA's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) unless (i) there is no finding or admission of any violation of Applicable Law or any violation of the rights of any Person by ILA or any of its Affiliates, (ii) the Administrator pays all settlement amounts with respect thereto, (iii) the Administrator obtains a complete release for ILA and its Affiliates who are parties to the proceeding with respect to such Regulatory Action, and (iv) the terms of the proposed settlement of the Regulatory Action do not impose injunctive, equitable relief or remediation or result in any non-monetary restriction or condition on ILA or its Affiliates.

(c) Upon the other Party's request, the controlling Party shall provide such other Party with a report of any pending Regulatory Actions controlled by the controlling Party that are covered under this Section 8.02, summarizing the nature of any such pending Regulatory Actions, the alleged actions or omissions, if any, giving rise to such Regulatory Actions and copies of any files or other documents that the controlling Party may reasonably request in connection with its review of such matters.

Section 8.03 Legal Actions.

(a) The Administrator shall promptly notify ILA of any Action other than a Regulatory Action or a Routine Complaint that has been instituted or threatened in writing

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with respect to the Administered Business or any Covered Insurance Policy (each, a "Legal Action"), and in no event more than five (5) Business Days after receipt or notice thereof.

(b) ILA shall promptly notify the Administrator of any Legal Action to the extent known to it and not made against or served on the Administrator as administrator hereunder, and in no event more than five (5) Business Days after receipt or notice thereof, and shall promptly furnish to the Administrator copies of all pleadings in connection therewith.

(c) The Administrator shall supervise and shall exclusively control the investigation, contest, defense and/or settlement of all Legal Actions, at its own cost and expense and in the name of ILA when necessary.

(d) Notwithstanding anything in this Agreement to the contrary, ILA shall have the right to engage its own separate legal representation, at its own expense, and to participate fully in, but not control, the defense of any Legal Action with respect to which ILA is a named party to the extent that such Legal Action, if successful, could (in ILA's reasonable opinion) materially interfere with the business, assets, liabilities, obligations, financial condition, results of operations or reputation of ILA or any of its Affiliates other than the Administered Business, without waiving any right to indemnification or payment that it may have under the terms of the Purchase Agreement, the Reinsurance Agreement or this Agreement. The Administrator and ILA shall use commercially reasonable efforts to cooperate with each other with respect to the administration of any such Legal Action. The Administrator shall not settle or compromise any Legal Action without ILA's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) unless (i) there is no finding or admission of any violation of Applicable Law or any violation of the rights of any Person by ILA or any of its Affiliates, (ii) the Administrator pays all settlement amounts with respect thereto, (iii) the Administrator obtains a complete release for ILA and its Affiliates who are parties to the proceeding with respect to such Legal Action, and (iv) the terms of the proposed settlement do not impose injunctive, equitable relief or remediation or result in any non-monetary restriction or condition on ILA or its Affiliates.

(e) The Administrator shall keep ILA informed of the progress of all pending Legal Actions and, at ILA's request (which requests shall be reasonable in their frequency and nature as reasonably determined by the Administrator), provide to ILA a report summarizing the nature of any pending Legal Action, the alleged actions or omissions giving rise to such Legal Action and copies of any files or other documents that ILA may reasonably request in connection with its review of such matters, in each case other than such files, documents and other information as would, in the judgment of counsel to the Administrator, lead to the loss or waiver of legal privilege. Except to the extent that the Administrator prepares such reports in the ordinary course of business, ILA shall reimburse the Administrator for the reasonable out-of-pocket costs incurred by it in preparing the reports and copies described in this Section 8.03(e).

Section 8.04 Cooperation. Each Party shall use commercially reasonable efforts to cooperate with and assist the controlling Party in responding to, defending, prosecuting and Routine Complaint, Regulatory Action or Legal Action pursuant to Article VIII, provided, that neither Party shall be required to waive any applicable attorney-client, attorney work product or other evidentiary privileges; provided, further, that, except as set forth in this Article VIII, the

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Administrator shall reimburse ILA for any reasonable out-of-pocket costs and expenses incurred by ILA in connection with such efforts. Neither ILA nor the Administrator shall have the authority to institute, prosecute or maintain any legal or regulatory proceeding on behalf of the other Party without the prior written consent of such other Party, except as expressly contemplated in this Agreement.

Section 8.05 Reporting. On a quarterly basis, (a) ILA shall prepare and provide to the Administrator a report containing a summary of any Regulatory Actions with respect to which ILA has exercised its right to supervise and control the defense thereof in accordance with Section 8.02(b), and (b) the Administrator shall prepare and provide to ILA a report containing a summary of any Legal Actions and Regulatory Actions controlled by the Administrator in a form reasonably acceptable to ILA.

Section 8.06 Relationship with Other Agreements. Notwithstanding anything to the contrary contained herein, the provisions of this Article VIII (including any obligation of the Administrator to bear any costs associated with any Regulatory Action or Legal Action) shall be subject to and shall not impair or reduce the indemnity obligations and rights of the Parties and their Affiliates and other provisions related to indemnification under the Purchase Agreement and the Reinsurance Agreement. The Parties acknowledge and agree that this Article VIII shall not apply to the Specified Action, with respect to which the provisions of Section 8.20 of the Business Disclosure Schedule to the Purchase Agreement shall govern.

Section 8.07 Taxes. This Article VIII shall not apply to matters relating to Taxes.

ARTICLE IX

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ARTICLE X

DURATION; TERMINATION

Section 10.01 Duration. This Agreement shall become effective as of the Effective Time and shall continue until the earlier of (a) the date on which the Reinsurance Agreement is terminated in accordance with the terms thereof (b) the date on which this Agreement is terminated in accordance with the provisions of Section 10.02, or (c) the date of a recapture under the Reinsurance Agreement.

Section 10.02 Termination.

(a) This Agreement may be terminated at any time upon the mutual written consent of the Parties hereto, which written consent shall state the effective date and relevant terms of termination.

(b) This Agreement is subject to immediate termination at the option of ILA, upon written notice to the Administrator, in the event that the Administrator becomes insolvent or is placed into liquidation, rehabilitation, conservation, supervision, receivership or similar proceedings (whether voluntary or involuntary), or there is instituted against it proceedings for the appointment of a receiver, liquidator, rehabilitator, conservator or trustee in bankruptcy, or other agent known by whatever name, to take possession of its assets or assume control of its operations.

(c) This Agreement is subject to immediate termination in its entirety upon written notice to the Administrator, if the business reinsured under the Reinsurance Agreement is recaptured pursuant to its terms or the Reinsurance Agreement is terminated.

(d) Upon termination of this Agreement (other than a termination resulting from the termination of all liabilities of ILA under all Covered Insurance Policies in accordance with their respective terms), the Administrator shall reasonably cooperate in the transfer of the applicable Services and any books and records and other materials maintained by the Administrator related to such Services as promptly as practicable (or, where required by Applicable Law, copies thereof) to ILA or ILA's designee, such that ILA or its designee shall be able to perform the applicable Services without interruption following termination of this

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Agreement.

Section 10.03 Survival. Notwithstanding the other provisions of this Article X, Articles I, XIII and XIV and Sections 18.01, 18.03, 18.05, 18.08 and 18.09 shall remain in full force and effect after the termination of this Agreement.

ARTICLE XI

CUSTOMER INFORMATION

Section 11.01 Customer Information.

(a) The Administrator shall, and shall cause its Affiliates and its and their respective Representatives to, comply with Applicable Privacy Laws and the Information Security Requirements set forth in Schedule III attached hereto.

(b) ILA agrees that the Administrator may use and disclose Customer Information for any and all purposes described in: (i) Sections 16 and 17 of the NAIC Model Privacy of Consumer Financial and Health Information Regulation and (ii) Section 13 of the NAIC Insurance Information and Privacy Protection Model Act, except where disclosure is prohibited by Applicable Law.

(c) ILA agrees that the Administrator may use Customer Information for the Administrator's own purposes relating to its insurance products and services, including but not limited to: servicing, administering, and maintaining its insurance products and services; administering and servicing benefits or claims; underwriting, risk management and control; and the detection and prevention of fraud, criminal activity, misrepresentations, or unauthorized transactions.

(d) ILA hereby enters into a joint marketing agreement with the Administrator as described in Section 15 of the NAIC Model Privacy of Consumer Financial and Health Information Regulation such that Nonpublic Personal Financial Information, as defined in the NAIC Model Privacy of Consumer Financial and Health Information Regulation, relating to the Covered Insurance Policies may be disclosed to the Administrator and used by the Administrator to market insurance products and services to insureds or policyholders under the Covered Insurance Policies. Specifically, ILA agrees that it will send or cause the Administrator to send, on ILA letterhead, at Administrator's sole cost and expense, marketing material regarding the products and services of the Administrator and its affiliates and subsidiaries to insureds or policyholders under the Covered Insurance Policies. The content of such marketing material is subject to approval by ILA, the approval of which shall not be unreasonably withheld by ILA. Notwithstanding the foregoing, Administrator shall not solicit individuals that are included in ILA's Do Not Contact Database (which database shall be made available to the Administrator by ILA upon Administrator's reasonable request).

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ARTICLE XII

DISASTER RECOVERY

Section 12.01 Disaster Recovery. The Administrator represents that it has developed and shall maintain, for as long as Services are provided hereunder, a disaster recovery plan ("DRP") related to the Services that is consistent with commercially reasonable business practices. For as long as Services are provided hereunder, the Administrator will: (a) periodically, but no less than one time per calendar year, update and test the operability of the DRP; (b) certify to ILA at least once during every calendar year that the DRP is fully operational; (c) in consultation with ILA, implement the DRP upon the declaration of a disaster under such DRP; and (d) reinstate the Services upon the declaration of such a disaster within the applicable timeframes specified in the DRP. ILA shall have the right to review the DRP periodically, but no more than one time per calendar year at the Administrator's location.

ARTICLE XIII

INDEMNIFICATION

Section 13.01 Indemnification by ILA. ILA shall indemnify, defend and hold harmless Administrator and its Affiliates, including the Investment Manager, and their respective Representatives, successors and assigns (collectively, the "Administrator Indemnified Parties") from and against and pay and reimburse all Losses imposed on, sustained, incurred or suffered by the Administrator Indemnified Parties resulting from, arising out of or relating to (whether or not arising from a Third-Party Claim):

(a) any breach by ILA of the covenants and agreements of ILA contained in this Agreement;

[REDACTED]

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(d) any fraud, theft or embezzlement by officers, employees or agents of ILA with respect to the Reinsured Portfolios during the term of this Agreement and the Investment Management Agreement;

(e) the failure of ILA to comply with any Applicable Law; and

(f) any successful enforcement of this indemnity.

Notwithstanding anything in this Agreement to the contrary, the indemnification claims set forth in subsections (b) and (c) of this Section 13.01 shall not constitute "Legal Actions" as defined in Section 8.03(a), and any indemnification thereunder shall be governed by this Article XIII.

Nothing contained in this Section 13.01 is intended to amend or supersede any provision of the Investment Management Agreement.

Section 13.02 Indemnification by the Administrator. Except as otherwise provided in Section 4.02(c), Administrator shall indemnify, defend and hold harmless ILA and its Affiliates and their respective Representatives, successors and assigns (collectively, the "ILA Indemnified Parties") from and against and pay and reimburse all Losses imposed on, sustained, incurred or suffered by the ILA Indemnified Parties resulting from, arising out of or relating to (whether or not arising from a Third-Party Claim):

(a) any breach by the Administrator of the covenants and agreements of the Administrator contained in this Agreement;

[REDACTED]

(c) any fraud, theft or embezzlement by officers, employees or agents of the Investment Manager during the term of this Agreement or the Investment Management Agreement;

(d) the failure of Administrator, the Investment Manager or any sub-manager retained by the Investment Manager in accordance with Section 3 of the Investment Management Agreement to comply with any Applicable Law; and

(f) any successful enforcement of this indemnity.

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Notwithstanding anything in this Agreement to the contrary, the indemnification claims set forth in subsection (b) of this Section 13.02 shall not constitute "Legal Actions" as defined in Section 8.03(a), and any indemnification thereunder shall be governed by this Article XIII.

Nothing contained in this Section 13.02 is intended to amend or supersede any provision of the Investment Management Agreement.

Section 13.03 Notice of Claim; Defense.

(a) If (i) any non-affiliated third party or Governmental Body institutes asserts any Action that may give rise to Losses for which a Party (an "Indemnifying Party") may be liable for indemnification under this Article XIII (a "Third-Party Claim") or (ii) any Person that may be entitled to indemnification under this Agreement (an "Indemnified Party") desires to make a claim not involving a Third-Party Claim to be indemnified by an Indemnifying Party, then the Indemnified Party shall promptly send to the Indemnifying Party a written notice specifying the nature of such claim and a good faith estimate of the amount of all related Losses to the extent they are ascertainable (a "Claim Notice"). The Indemnifying Party shall not be relieved from any of its indemnification obligations under this Article XIII as a result of a failure of the Indemnified Parties to provide a Claim Notice except to the extent that it is prejudiced by such failure.

(b) The Indemnifying Party may, by notice delivered within twenty (20) Business Days of the receipt of a Claim Notice with respect to a Third-Party Claim, assume the defense and control of such Third-Party Claim (at the expense of such Indemnifying Party). The Indemnified Party may take any actions reasonably necessary to defend any Third-Party Claim prior to the time that it receives notice from the Indemnifying Party as contemplated by the preceding sentence. The Indemnifying Party shall not be entitled to assume or maintain control of the defense of any Third-Party Claim and shall pay the reasonable fees and expenses of counsel retained by the Indemnified Party if (i) the Third-Party Claim relates to or arises in connection with any criminal proceeding, action, indictment, allegation or investigation against the Indemnified Party or (ii) the Third-Party Claim would reasonably be expected to result in an injunction or equitable relief against the Indemnified Party that would, in each case, have a material effect on the operation of the business of such Indemnified Party or any of its Affiliates.

(c) Subject to Section 13.03(b), in the event of a Third-Party Claim, if the Indemnifying Party assumes the defense of a Third-Party Claim, the Indemnifying Party may elect to retain counsel reasonably acceptable to the Indemnified Parties to represent such Indemnified Parties in connection with such Action and shall pay the fees, charges and disbursements of such counsel. Subject to Section 13.03(b), if the Indemnifying Party so elects, the Indemnified Parties may participate, at their own expense and through legal counsel of their choice, in any such Action; provided that (i) the Indemnifying Party shall control the defense of the Indemnified Parties in connection with such Action and (ii) the Indemnified Parties and their counsel shall reasonably cooperate with the Indemnifying Party and its counsel in connection with such Action. To the extent such action can be taken in a way that does not unreasonably jeopardize the attorney-client privilege: (i) the Indemnified Party's right to participate in the defense of any Action shall include the right to attend all significant internal meetings, all meetingswith representatives of plaintiffs, hearings and the like; and (ii) counsel for a

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Indemnified Party also shall be given a reasonable opportunity to comment upon all memoranda of law, pleadings and briefs and other documents relating to the Third-Party Claim, and the Indemnifying Party and its counsel shall give reasonable consideration to the comments of counsel for the Indemnified Party. The Indemnifying Party shall not settle any such Action without the relevant Indemnified Parties' prior written consent, unless the terms of such settlement (A) provide for no relief other than the payment of monetary damages, (B) involve no finding or admission of any breach or violation by any Indemnified

Party and (C) include an express unconditional release of each Indemnified Party from all liability arising from such Action. Notwithstanding the foregoing, if the Indemnifying Party does not promptly retain counsel and assume control of such defense, then the Indemnified Parties may retain counsel reasonably acceptable to the Indemnifying Party in connection with such Action and assume control of the defense in connection with such Action. Under no circumstances will the Indemnifying Party have any liability in connection with any settlement of any Action that is entered into without its prior written consent (such consent not to be unreasonably withheld, delayed or conditioned).

(d) From and after the delivery of a Claim Notice involving a Third-Party Claim, at the reasonable request of the Indemnifying Party, each Indemnified Party shall grant the Indemnifying Party and its counsel, experts and Representatives full access, during normal business hours, to the books, records, personnel and properties of the Indemnified Party to the extent reasonably related to such Claim Notice at no cost to the Indemnifying Party (other than for reasonable out-of-pocket expenses of the Indemnified Parties).

(e) In the event any Indemnifying Party receives a Claim Notice from an Indemnified Party that does not involve a Third-Party Claim, the Indemnifying Party shall notify the Indemnified Party within twenty (20) Business Days following its receipt of such notice whether the Indemnifying Party disputes its liability to the Indemnified Party under this Article XIII.

Section 13.04 No Duplication; Exclusive Remedy.

(a) To the extent that an Administrator Indemnified Party or an ILA Indemnified Party has received payment in respect of a Loss pursuant to the provisions of any other Ancillary Agreement, such Administrator Indemnified Party or ILA Indemnified Party shall not be entitled to indemnification for such Loss under this Agreement to the extent of such payment.

(b) Except with respect to claims alleging fraud and as otherwise provided under this Agreement or the provisions of any other Ancillary Agreement, from and after the Closing, the exclusive remedy of the Administrator, the Administrator Indemnified Parties, ILA and the ILA Indemnified Parties in connection with this Agreement (and any certificate or instrument delivered hereunder) and the transactions contemplated hereby (whether under this Agreement or arising under Applicable Law) shall be as provided in this Article XIII. In furtherance of the foregoing, each of Administrator, on behalf of itself and each other Administrator Indemnified Party, and ILA, on behalf of itself and each other ILA Indemnified Party, hereby waives, from and after the Closing, to the fullest extent permitted under Applicable Law, any and all rights, claims and causes of action (other than claims of, or causes of action

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arising from, fraud) it may have against ILA or any of its Affiliates or Representatives and the Administrator or any of its Affiliates or

Representatives, as the case may be, arising under or based upon this Agreement or any certificate or instrument delivered in connection herewith, except (x) pursuant to the indemnification provisions set forth in this Article XIII or (y) as otherwise provided under this Agreement or the provisions of any other Ancillary Agreement.

Section 13.05 Limitation on Set-off. Neither ILA nor the Administrator shall have any right to set off any unresolved indemnification claim pursuant to this Article XIII against any payment due pursuant to any Transaction Agreement.

Section 13.06 Mitigation. The Administrator and ILA shall cooperate with each other with respect to resolving any claim or liability with respect to which one Party is obligated to indemnify the other Party under this Article XIII, including by making commercially reasonable efforts to mitigate such claim or liability, to the extent required by Applicable Law.

Section 13.07 Recovery by Indemnified Party.

(a) In any case where an Indemnified Party recovers from a third party not affiliated with such Indemnified Party any amount in respect of any Loss for which an Indemnifying Party has actually reimbursed it pursuant to this Article XIII, such Indemnified Party shall promptly pay over to the Indemnifying Party the amount so recovered (net of any out-of-pocket expenses incurred by such Indemnified Party in collecting such amount), but not in excess of the sum of (i) any amount previously paid by the Indemnifying Party to or on behalf of the Indemnified Party in respect of such claim and (ii) any amount expended by the Indemnifying Party in pursuing or defending any claim arising out of such matter.

(b) If any portion of Losses to be reimbursed by the Indemnifying Party pursuant to this Article XIII could be recovered from a third party not affiliated with the relevant Indemnified Party (including under any applicable third-party insurance coverage) based on the underlying claim or demand asserted against such Indemnifying Party, then the Indemnified Party shall promptly give notice thereof to the Indemnifying Party and, upon the request of the Indemnifying Party, shall use commercially reasonable efforts to collect the maximum amount recoverable from such third party, in which event the Indemnifying Party shall reimburse the Indemnified Party for all reasonable costs incurred in connection with such collection. If any portion of Losses actually paid by the Indemnifying Party pursuant to this Article XIII could have been recovered from a third party not affiliated with the relevant Indemnified Party (including under any applicable third-party insurance coverage) based on the underlying claim or demand asserted against such Indemnifying Party, then the Indemnified Party shall transfer, to the extent transferable, such of its rights to proceed against such third party as are necessary to permit the Indemnifying Party to recover from such third party any amount actually paid by the Indemnifying Party pursuant to this Article XIII.

Section 13.08 Relationship with Reinsurance Agreement. Nothing contained in this Article XIII is intended to amend or supersede any provision of the Reinsurance Agreement.

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ARTICLE XIV

COOPERATION

Section 14.01 Cooperation. The Parties hereto shall use commercially reasonable efforts to reasonably cooperate in order that the duties assumed by the Administrator hereunder will be effectively, efficiently and promptly discharged, and will not take any actions that would frustrate the intent of the transactions contemplated by this Agreement or any Transaction Agreement. In accordance with the foregoing and at the Administrator's sole cost and expense, each Party shall, at all reasonable times under the circumstances, make available to the other Party properly authorized personnel for the purpose of consultation and decision.

ARTICLE XV

TRADEMARK LICENSE

Section 15.01 Trademark License. On the date hereof, HFIC and the Administrator shall enter into the Trademark License Agreement, a form of which is attached hereto as Exhibit A (the "Trademark License Agreement"), pursuant to which HFIC will grant the Administrator a license to the trade names and marks described therein, subject to the terms and conditions set forth therein.

ARTICLE XVI

FIDELITY BOND

Section 16.01 Fidelity Bond. The Administrator shall, at its sole cost and expense, obtain from an insurance company or companies and maintain in-force at all times during the performance of the Services a fidelity bond or employee dishonesty insurance policy [REDACTED], subject to a deductible which is subject to the Administrator's self-insurance. The insurance companies providing insurance under this Article XVI shall have a Best's Financial Performance Rating of A- or higher and a Financial Size Category of VIII or higher, unless otherwise approved in writing by ILA.

ARTICLE XVII

TAX MATTERS

Section 17.01 Premium Taxes.

(a) Quarterly Premium Tax Report. Within 20 calendar days of the end of each calendar quarter, the Administrator (i) will provide a report (a "Quarterly Premium Tax Report") to ILA and (ii) will forward to ILA, in the Administrator's capacity as the Reinsurer, any reimbursement for Premium Taxes and assessments due and payable by the Reinsurer in respect of the Covered Insurance Policies under the terms of the Reinsurance Agreement (a "Quarterly Premium Tax Payment"). Each Quarterly Premium Tax Report shall provide Premium and Premium Tax rate information by state, which information shall include, without limitation, the applicable rate for Premium Taxes for each state in the report. The Quarterly Premium Tax Payment accompanying a Quarterly Premium Tax Report shall be

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calculated using the statutory rate for Premium Taxes in each of the states listed in the report.

(b) Retaliatory Premium Taxes. For purposes of preparing each Quarterly Premium Tax Report, ILA shall provide to the Administrator, in accordance with Section 17.01(c), such additional information as is necessary and appropriate for purposes of facilitating the Administrator's calculation of retaliatory Premium Taxes for such preceding calendar quarter. Unless ILA (i) provides the Administrator with such additional information in accordance with Section 17.01(c) and (ii) certifies to the Administrator that the information so provided is the same as the information that will be reported on, or taken into account in preparing, ILA's Premium Tax Returns for the taxable period to which the Quarterly Premium Tax Report relates, the Administrator shall calculate retaliatory Premium Taxes for the relevant Quarterly Premium Tax Report (x) based upon the difference between ILA's state of domicile rate for Premium Taxes and the statutory rates for Premium Taxes of other applicable jurisdictions and (y) only when the rate for Premium Taxes of another jurisdiction is lower than the rate for Premium Taxes of ILA's state of domicile.

(c) Requested Information. ILA shall provide to the Administrator on a timely basis any information within ILA's possession or control that is reasonably requested by the Administrator in connection with the Administrator's obligations under this Article XVII. The Quarterly Premium Tax Report shall be based on Premiums collected by the Administrator with respect to the Covered Insurance Policies pursuant to this Agreement and the information in its possession. ILA and the Administrator shall cooperate in the accurate preparation and timely filing of all Tax Returns that must be filed in connection with Premium Taxes. Each Party shall furnish to the other Party all information and records reasonably requested by the other Party for use in the preparation, review or verification of all Tax Returns that must be filed in connection with Premium Taxes. ILA will provide to Administrator copies of any communications received from a Taxing Authority relating to Premium Taxes or to any related credits, deductions or offsets.

(d) Credits, Deductions, Offsets. The Quarterly Premium Tax Report will indicate any credits, deductions, or offsets that reduce the Reinsurer's obligation to reimburse ILA for Premium Taxes under the terms of the Reinsurance Agreement. If (i) a credit, deduction, or offset against Premium Taxes was reflected as an asset on the Closing Date Transfer Balance Sheet or (ii) the Reinsurer shall have reimbursed ILA under the Reinsurance Agreement for an assessment by any guaranty fund, insolvency fund, plan, pool, association, or any similar assessment that has given rise to a credit, deduction, or offset against Premium Taxes, and such credit, deduction or offset cannot be fully used by ILA to offset a liability for Premium Taxes for which the Reinsurer otherwise would be required to reimburse ILA, and the remainder of the credit, deduction or offset is applied against other Taxes payable by ILA, then such credit, deduction or offset shall be applied to reduce the Reinsurer's obligation to reimburse ILA as reflected on the Quarterly Premium Tax Report for the next succeeding calendar quarter (or the first calendar quarter thereafter for which the Reinsurer would otherwise be required to reimburse ILA with respect to Premium Taxes under the terms of the Reinsurance Agreement). To the extent that ILA receives any refunds of amounts previously paid to a guarantee fund, plan, pool, or association or of any similar assessment, ILA shall reimburse the Administrator (in the Administrator's capacity as the Reinsurer) to the extent such amount was reflected as an asset on the Closing Date Transfer Balance Sheet or the Reinsurer shall have reimbursed ILA under the

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Reinsurance Agreement for the amount refunded.

(e) Pro Forma Schedule T. Within twenty (20) calendar days of the end of each calendar year, the Administrator shall prepare and provide ILA with a pro forma Schedule T with respect to the Administered Business for the preceding calendar year. The pro forma Schedule T will be prepared on the basis of the Quarterly Premium Tax Reports for the calendar year to which the pro forma Schedule T relates. ILA will file its Schedule T in a manner consistent with the pro forma Schedule T provided to it by the Administrator and will provide a copy of its filed Schedule T to the Administrator. Should the Administrator come into possession of any additional information that it would have used to prepare the pro forma Schedule T after it has provided the pro forma Schedule T to ILA in accordance with this Section 17.01(e), the Administrator shall promptly provide such additional information to ILA in writing, along with a reasonably detailed written explanation of what changes should be made to the pro forma Schedule T to reflect such additional information.

(f) Annual Premium Tax Report. The Administrator will provide ILA with a final annual report of Premiums and Premium Taxes for each calendar year of this Agreement (the "Annual Premium Tax Report") on or before March 31st of the following calendar year. Each Annual Premium Tax Report (i) shall provide Premium and Premium Tax rate information by state, which information shall include, without limitation, the applicable rate for Premium Taxes for each state in the report and (ii) shall be prepared by the Administrator in a manner consistent with the pro forma Schedule T provided by the Administrator to ILA with respect to such calendar year pursuant to Section 17.01(e) (taking into account any additional information provided by the Administrator to ILA in accordance with the last sentence of Section 17.01(e)), as adjusted to reflect any additional information in the Administrator's possession at the time the Annual Premium Tax Report is prepared and to take into account the definition of General Account Liabilities in the Reinsurance Agreement and Section 17.01(d).

The Annual Premium Tax Report will reflect (x) any overpayment or underpayment of reimbursements by the Reinsurer for Premium Taxes due in respect of Premiums reported and paid to ILA with the Quarterly Premium Tax Reports for the calendar year to which the Annual Premium Tax Report relates and (y) any other relevant adjustments to Premium Taxes, which adjustments shall be described in reasonable detail in a schedule to the Annual Premium Tax Report. Such overpayment or underpayment will be reconciled in conjunction with the next Quarterly Premium Tax Payment following ILA's receipt of the Annual Premium Tax Report.

(g) Notice. Each of ILA and the Administrator shall promptly notify the other in writing upon receipt by it or any of its Affiliates of notice of any pending or threatened Action related to any Premium Taxes or any Tax Returns filed in connection with such Taxes.

(h) Actions. ILA shall have the sole right to control the conduct of any Action related to any Premium Taxes or any Tax Returns filed in connection with such Premium Taxes, and to employ counsel of ILA's choice at ILA's expense; provided, that the Administrator shall be permitted, at the Administrator's expense, to be present at, and to participate in, any such Action. Notwithstanding such control, ILA shall not settle, either administratively or after the commencement of litigation, any claim for Premium Taxes without the consent of the Administrator, which consent shall not be unreasonably withheld or delayed.

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ILA and the Administrator shall furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the preparation for any Tax audit or other Action related to Taxes, and the prosecution or defense of any Action related to any Premium Taxes or any Tax Returns filed in connection with such Premium Taxes. ILA and the Administrator shall reasonably cooperate with each other in the conduct of any Action related to any Premium Taxes. For the avoidance of doubt, nothing in this Agreement shall require ILA to provide the Administrator access to any federal, state, or local consolidated income Tax Return that includes ILA or its Affiliates. Any information obtained under this Section 17.01(h) shall be kept confidential, except as otherwise reasonably may be required in connection with the filing of Tax Returns or claims for Tax refunds or in conducting any Action related to Taxes.

Section 17.02 Tax Information Reporting, Withholding, and Depositing.

(a) The Administrator shall be responsible for all Tax information reporting, withholding, and depositing required under Applicable Law with respect to the Administered Business. All Tax Returns required to be filed with respect to such Tax information reporting, withholding, and depositing shall be accurate and complete in all material respects, and filed by the Administrator on a timely basis and, where required by Applicable Law, shall be accompanied by the correct amount of required payments or deposits of Taxes.

(b) Upon ILA's reasonable request, the Administrator shall (i) provide ILA reasonable access during normal business hours to (A) review, audit, or copy any Tax Returns for which the Administrator is responsible under Article XVII (either prior to or following the filing of such Tax Returns) and (B) review the Administrator's processes and operations with respect to its obligations under Article XVII, provided that such access shall not unreasonably interfere with the conduct of the business of the Administrator; (ii) provide information to ILA demonstrating the Administrator's compliance with Article XVII; and (iii) cooperate with ILA in connection with any Action related to any Tax Return for which the Administrator is responsible under Article XVII (provided that such cooperation shall not unreasonably interfere with the business or operations of the Administrator).

Section 17.03 Sales Taxes. ILA shall reimburse the Administrator for all sales, value-added, goods and services, or similar Taxes (including any such Taxes that are collected through withholding, but excluding any Taxes based upon, or calculated by reference to, the income, receipts, or capital of the Administrator, which Taxes shall be solely the liability of the Administrator) imposed on or paid by the Administrator with respect to its receipt of payments from ILA under this Agreement; provided that the Administrator shall provide ILA with written notice that, and information reasonably sufficient to verify that, such Taxes have been paid or are payable by the Administrator. In any case where the Administrator has not previously paid such Taxes, the Administrator shall promptly make payment of such Taxes to the appropriate Governmental Body upon receipt of the reimbursement from ILA.

Section 17.04 Reinsurer Product Tax Liabilities. To the extent that the Reinsurer is liable under the Reinsurance Agreement for any Reinsurer Extra-Contractual Obligations that relate to the Tax treatment or the Tax status of one or more Covered Insurance Policies ("Reinsurer Product Tax Liabilities"), including, without limitation, any Losses described in clauses (i) and (ii) of Section 12.6(a) of the Purchase Agreement, ILA and the Administrator

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shall cooperate in the defense and resolution of any Action related to such Reinsurer Product Tax Liabilities, provided that such cooperation shall not unreasonably interfere with the business or operations of either Party.

Section 17.05. Conflicts. Notwithstanding any other provision in this Agreement, with respect to the matters specifically set forth in this Article XVII, the provisions of this Article XVII shall control. To the extent not provided for in this Article XVII or any other provisions of this Agreement, including the schedules to the same, matters related to Taxes shall be governed by the Purchase Agreement, the Reinsurance Agreement, the Transition Services Agreement, the Trust Agreement, or another Ancillary Agreement, as applicable and as appropriate.

ARTICLE XVIII

MISCELLANEOUS

Section 18.01 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally on the Party to whom notice is to be given, (b) on the day of transmission if sent via facsimile transmission to the facsimile number given below, and telephonic confirmation of receipt is obtained promptly after completion of transmission, or (c) on the Business Day after delivery to an overnight courier (such as Federal Express) or an overnight mail service (such as the Express Mail service) maintained by the United States Postal Service, to the Party as follows:

To ILA or HFIC:	Hartford Life and Annuity Insurance Company 200 Hopmeadow Street Simsbury, CT 06089 Fax: (866) 522-0308 Attention: President
With concurrent copies (which will not constitute notice) to:	The Hartford One Hartford Plaza Hartford, CT 06155 Fax: (860) 547-6959 Attention: Ceded Reinsurance & General Counsel [REDACTED]

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To the Administrator:	The Prudential Insurance Company of America 213 Washington Street, 15th Floor Newark, NJ 07102 Facsimile: (973) 367-8920 Attention: Chief Legal Officer, Individual Life Insurance
With concurrent copies (which will not constitute notice) to:	Prudential Financial, Inc. 751 Broad St., 21st Floor Newark, NJ 07102 Facsimile: (973) 367-8105 Attention: General Counsel [REDACTED]

or to such other address as such Party may indicate by a notice delivered to the other Party hereto. Notwithstanding the foregoing, pursuant to Section 18.01 notice shall also be given by e-mail to the respective party's Coordinator.

Section 18.02 Entire Agreement. This Agreement, together with the Schedules and Exhibits referred to herein, the Purchase Agreement, the Reinsurance Agreement, the Transition Services Agreement, the Trust Agreement and the other documents delivered pursuant hereto and thereto, contain the entire understanding of the Parties hereto with regard to the subject matter contained herein or therein, and supersede all other prior representations, warranties, agreements, understandings or letters of intent between or among any of the Parties hereto which representations, warranties, agreements, understandings or letters of intent shall be of no force or effect for any purpose. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized Representative of each of the Parties hereto or their respective successors in interest.

Section 18.03 Dispute Escalation; Governing Law and Jurisdiction.

(a) In the event a dispute arises between the Parties under this Agreement, face-to-face negotiations shall be conducted between the Parties' respective Coordinators within five (5) calendar days following a written request from any Party ("Level One Negotiations"). The Parties shall ensure that their respective Coordinators shall use reasonable efforts and work together in good faith to resolve any disagreements or disputes between the Parties as expeditiously as possible. If such Project Managers are unable to resolve the dispute within five (5) calendar days after the Parties have commenced Level One Negotiations, then either Party may request that face to face or telephonic negotiations be conducted within five (5) calendar days of such request by the Parties' respective internal subject matter experts ("Level Two Negotiations"). If such individuals are unable to resolve the dispute within five (5) calendar days after the Parties have commenced Level Two Negotiations, any Party may request that face to face or telephonic negotiations shall be conducted within five (5) calendar days of such request between a senior executive of ILA and a senior executive of the

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Administrator ("Level Three Negotiations"). Except for Material Breaches under Section 7.01, if such executives are unable to resolve the dispute within ten (10) calendar days after the Parties have commenced Level Three Negotiations, any unresolved dispute arising out of the interpretation, performance, or breach of this Agreement, including the formation or validity thereof, shall be resolved pursuant to Section 18.03(b).

(b) This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of New York (other than Sections 5-1401 and 5-1402 of the General Obligations Law, which shall apply). Each of the Parties hereto irrevocably agrees that any and all Actions arising out of, relating to or in connection with this Agreement or its subject matter and the rights and obligations arising hereunder, or for recognition and enforcement of any settlement or judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any other

Party hereto or its successors or assigns, shall be brought and determined exclusively in the courts of the State of New York located in the Borough of Manhattan, The City of New York or in the courts of the United States of America for the Southern District of New York. Each of the Parties agrees that mailing of process or other papers in connection with any such Action in the manner provided in Section 18.01 or in such other manner as may be permitted by Applicable Laws, will be valid and sufficient service thereof. Each of the Parties hereto hereby irrevocably submits with regard to any such Action for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any Action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the Parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Agreement, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by Applicable Law, any claim that (i) the Action in such court is brought in an inconvenient forum, (ii) the venue of such Action is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. In order to facilitate the comprehensive resolution of related disputes, and upon request of any Party to any Action, the court may consolidate the Action with any other Action relating to this Agreement or to any Ancillary Agreement and the Parties hereby agree not to oppose any request by the other Party to consolidate any such Action with another Action relating to this Agreement or to any Ancillary Agreement.

Section 18.04 No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the Parties and permitted successors and assigns and the Administrator Indemnified Persons and the ILA Indemnified Persons any right, remedy or claim under or by reason of this Agreement.

Section 18.05 Expenses. Except as otherwise expressly set forth in this Agreement, each Party hereto will pay all costs and expenses incident to its negotiation and

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preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein or therein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and independent public accountants.

Section 18.06 Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or by electronic delivery in .pdf format, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties hereto.

Section 18.07 Severability. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under Applicable Law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 18.08 Waiver of Jury Trial; Multiplied and Punitive Damages. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PERSON CLAIM OR OTHERWISE. EACH PARTY HERETO ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION. EACH PARTY ALSO IRREVOCABLY WAIVES ANY RIGHT TO PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR MULTIPLIED DAMAGES, EITHER PURSUANT TO COMMON LAW OR STATUTE, IN EACH CASE IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (BUT NOT AS TO ANY ACTION BY ONE PARTY AGAINST THE OTHER SEEKING INDEMNIFICATION FOR A THIRD PARTY CLAIM AGAINST THE PARTY INITIATING THE ACTION, TO THE EXTENT THAT SUCH DAMAGES MAY BE RECOVERABLE AS PART OF THE INDEMNIFICATION BY THE INDEMNIFIED PARTY).

Section 18.09 Treatment of Confidential Information.

(a) The Parties agree that, other than as contemplated by this Agreement or any Transaction Agreement and to the extent permitted or required to implement the transactions contemplated by this Agreement and the other Transaction Agreements, the Parties will keep confidential and will not use or disclose the other Party's Confidential Information and the terms and conditions of this Agreement, including the exhibits and schedules hereto, except (x) as otherwise required by Applicable Law or any order or ruling of any state insurance regulatory authority or any other Governmental Body, (y) as may be required to be disclosed in the financial statements of such Party or any of its Affiliates or (z) such disclosure as may be required in connection with any dispute resolution proceeding between the Parties in respect hereof.

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(b) The confidentiality obligations contained in this Agreement shall not apply to the federal tax structure or federal tax treatment of this Agreement and each Party hereto may disclose to any and all persons, without limitation of any kind, the federal tax structure and federal tax treatment of this Agreement; provided, that such disclosure may not be made until the earliest of (x) the date of the public announcement of discussions relating to this Agreement, (y) the date of the public announcement of this Agreement, or (z) the date of the execution of this Agreement. The preceding sentence is intended to cause this Agreement to be treated as not having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Code, and shall be construed in a manner consistent with such purpose. Subject to the provision with respect to disclosure in the first sentence of this subsection (b), each Party hereto acknowledges that it has no proprietary or exclusive rights to the federal tax structure of this Agreement or any federal tax matter or federal tax idea related to this Agreement.

Section 18.10 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Except as provided below in this Section 18.10, the rights and obligations of either Party under this Agreement shall not be assignable or delegable by such Party hereto without the written consent of the other Party; provided, that the Administrator may (i) assign this Agreement or any rights, duties or obligations hereunder to any Affiliate of the Administrator and (ii) subcontract the performance of any Service (or any portion thereof) under this Agreement to another Person in accordance with Section 4.03; provided further, that no such assignment or delegation (including with respect to permitted Subcontractors) shall relieve the Administrator from any of its obligations or liabilities hereunder, and the Administrator shall remain responsible for all obligations or liabilities of any such assignee with respect to the provision on any Services as if provided by the Administrator.

Section 18.11 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, in writing at any time by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized Representative of such Party. The failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any preceding or subsequent breach.

Section 18.12 Relationship. ILA and the Administrator are and shall remain independent contractors and not employees or agents of the other Party. Except as expressly granted in this Agreement or otherwise by the other Party in writing or as may be required by Applicable Law or as necessary to perform the services to be provided hereunder or to obtain the benefits hereof, no Party shall have any authority, express or implied, to act as an agent of the other Party or its subsidiaries or Affiliates under this Agreement. Except as otherwise provided by this Agreement or by any other agreement between the Parties, each Party shall be responsible for the payment of all employment, income and social security Taxes arising in connection with the compensation payable to its personnel involved in the provision of the Services hereunder.

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Section 18.13 Interpretation. The table of contents, articles, titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. All references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". Unless the context otherwise requires, the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine genders of such term. Any agreement or instrument defined or referred to herein or any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified or supplemented, including by waiver or consent, and references to all attachments thereto and instruments incorporated therein. Any statute or regulation referred to herein means such statute or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of any statute, includes any rules and regulations promulgated under such statute), and references to any section of any statute or regulation include any successor to such section. Any agreement referred to herein shall include reference to all Exhibits, Schedules and other documents or agreements attached thereto.

Section 18.14 Conflict. In the event of any conflict between the terms of this Agreement and the Reinsurance Agreement, the terms of the Reinsurance Agreement shall control.

Section 18.15 Force Majeure. No Party shall be liable for any expense, loss or damage whatsoever arising out of any interruption of Service or delay or failure to perform under this Agreement caused by Force Majeure (except to the extent that the Service being provided was a disaster recovery service). For purposes of this Agreement, "Force Majeure" means any circumstance or event beyond the reasonable control of any Party relying upon such event or circumstance, including: acts of God, acts of a public enemy, acts of terrorism, acts of a nation or any state, territory, province or other political division thereof, changes in Applicable Law, fires, floods, epidemics, riots, quarantine restrictions, freight embargoes or other similar causes. In any such event, ILA's and the Administrator's obligations hereunder shall be postponed for such time as its or their performance is suspended or delayed on account thereof. If any Party is so affected, such Party will notify the other Parties in writing upon learning of the occurrence of such event of Force Majeure. Upon the cessation of the Force Majeure event, such Party will use commercially reasonable efforts to resume, or to cause the relevant Subcontractor, to resume, its performance with the least practicable delay.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

By: /s/ David C. Robinson

Name: David C. Robinson
Title: Senior Vice President

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: /s/ Gaurav Wadhwa

Name: Gaurav Wadhwa
Title: Second Vice President

[SIGNATURE PAGE TO ILA ADMINISTRATIVE SERVICES AGREEMENT]

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SCHEDULE I

SCHEDULED REPORTS

[REDACTED]

(ii) Within twenty (20) Business Days after the end of each Accounting Period, the Administrator shall prepare and provide to ILA a Settlement Statement (and, upon the request of ILA, detailed supporting records therefor) in accordance with Section 3.4 of the Reinsurance Agreement.

(iii) Within fifteen (15) Business Days after the end of each calendar quarter that this Agreement is in effect, the Administrator shall provide to ILA reports (including quarterly statement exhibits and schedules) including all such items related to the General Account Reserves (including average liability credit rate), General Account Liabilities, Separate Account Reserves, Separate Account Liabilities, and all other General Account and Separate Account general ledger data required to be reported on ILA's financial statements, footnotes, tax returns, and other SAP and GAAP financial reports required by ILA's auditors or any Governmental Body related to the Covered Insurance Policies; provided, however, that quarterly AG 36 certifications shall be provided within twenty (20) Business Days after the end of each calendar quarter that this Agreement is in effect. Notwithstanding the foregoing, for tax reserves, such quarterly reports shall contain estimates of the General Account Reserves and the Separate Account Reserves. The Administrator shall provide such reports in such form and manner as may reasonably be requested by ILA prior to the end of each calendar quarter.

(iv) Within forty-five (45) Business Days after the end of each calendar year, the Administrator shall provide to ILA a report setting forth projections of General Account Reserves, GUL Net Reserves and the Required Balance, on an annual basis going forward each year until the expiry of the liabilities ceded under the Reinsurance Agreement.

(v) Within twenty (20) Business Days after the end of each calendar year that this Agreement is in effect, the Administrator shall provide to ILA reports, including (i) relevant information regarding the Covered Insurance Policies (including any New Insurance Policies), the face amount thereof and the reinsurance coverage provided for such policies in order for ILA to reasonably verify the calculations described in Section 8.4(d) of the Reinsurance Agreement; and (ii) all such items related to the General Account Reserves (including average liability credit rate), General Account Liabilities, Separate Account Reserves, Separate Account Liabilities, and all other General Account and Separate Account general ledger data required to be reported on ILA's financial statements, unaudited footnotes, tax returns, and other SAP and GAAP financial reports required by ILA's auditors or any Governmental Body related to the

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Covered Insurance Policies. Notwithstanding the foregoing, for tax reserves, the reports with respect to General Account Reserves and Separate Account Reserves shall be provided as soon as possible, but in any event by May 1st of the following year. In addition, the Administrator shall provide to ILA as soon as possible, but in no event later than the dates sets forth below: (1) final, clean copies of all required actuarial opinions of the Administrator and supporting actuarial memoranda prepared by the Administrator's actuaries, independent or otherwise, in each case, pertaining to the Covered Insurance Policies in a form to be mutually agreed by the Parties (which may include redactions of confidential information not related to the Covered Insurance Policies) by a date mutually agreed by the Parties each year, provided such date shall in any event be reasonably sufficient to allow ILA to comply with any regulatory filing requirements or deadlines (and provided that ILA shall have given Administrator sufficient advance detailed notice of the need thereof); (2) annual certifications, in a form to be mutually agreed by the Parties, by an actuary employed by the Administrator (who meets the requirements of the American Academy of Actuaries for providing actuarial opinions) that the General Account Reserves and the Separate Account Reserves reported by the Administrator with respect to the Covered Insurance Policies are consistent with the requirements for such calculation by no later than February 15th of each year to the extent required to allow ILA to comply with applicable regulatory filing requirements; (3) all actuarial exhibits and schedules as available starting with Exhibit 5 and Schedule S with a target of February 7th of each year but no later than February 15th of each year; (4) final, clean copies of all other reports such as analysis of increase in reserves, exhibit of life insurance, and state business pages required to be included in ILA's annual statement and to complete ILA's New York Annual Statement Supplement filing by no later than February 15th of each year and other state specific information with sufficient time to allow ILA to meet any other regulatory filing requirements (and in any event at least ten (10) calendar days prior to the date such filings are due); and (5) final, clean copies of all non-actuarial annual statement exhibits and schedules by no later than January 31st of each year; provided, however, that in the case of items (1) through (4) above, the Administrator may provide its reasonable best estimate with respect to AAT reserves as are available by February 15th;

(vi) The Administrator shall timely provide written notice to ILA of any material changes in the reserve basis or reserve methodology used in calculating the General Account Reserves and the Separate Account Reserves in each case in accordance with Applicable Law.

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(viii) During the term of this Agreement, the Administrator shall furnish to ILA the reports and certifications specified by the Trust Account Investment Guidelines.

(ix) Within thirty (30) Business Days after the end of each calendar quarter that this Agreement is in effect, other than the calendar quarters ending on December 31, the Administrator shall provide to ILA information required to file reports BE-45 and BE-140 required by the U.S. Department of Commerce. Such information to include premiums earned and losses incurred on reinsurance assumed from insurance companies resident abroad and premiums incurred and losses recovered on reinsurance ceded to insurance companies resident abroad. The Administrator shall provide such reports in such form and manner as may reasonably be requested by ILA prior to the end of each calendar quarter.

(x) Within forty-five (45) Business Days after the end of each calendar year that this Agreement is in effect, the Administrator shall provide to ILA information required to file reports BE-45 and BE-140 required by the U.S. Department of Commerce. Such information to include premiums earned and losses incurred on reinsurance assumed from insurance companies resident abroad; premiums incurred and losses recovered on reinsurance ceded to insurance companies resident abroad and premiums earned and losses incurred on primary insurance sold to foreign persons. The Administrator shall provide such reports in such form and manner as may reasonably be requested by ILA prior to the end of each calendar year.

(xi) The Administrator shall provide its Asset Impairment (OTTI) Policy (i) at or before the Effective Time, as such policy is in effect as of the Effective Time and (b) after the Effective Time, promptly upon any changes to such policy.

(xii) With respect to any commercial mortgage loans held in any trust account established pursuant to the Reinsurance Agreement, the Administrator shall provide (or shall cause the servicer of such loans to provide) to ILA the following standard reports, which shall be substantially in the forms set forth in Exhibit A to this Schedule I within fifteen (15) Business Days after the end of each calendar month: (a) monthly remittance reports detailing loan number, loan name, investor trial balance, UPB, collections of principal, interest, prepayment premium/yield maintenance, and any other amounts paid by the borrower under such loan and (b) a month end loan listing report which reflects loan number, loan name, end of month UPB, book value, market value and maturity date.

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EXHIBIT A TO SCHEDULE I

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SCHEDULE II

SERVICES

The Services shall include, but are not limited to, the following:

(a) Upon the reasonable request by ILA, the Administrator shall provide "ledger information" feeds with respect to the General Account and the Separate Account concerning the Administered Business as soon as practicable thereafter. Parties will make commercially reasonable efforts to migrate the use of "ledger information" feeds to provide the Services in Schedule II and the reports in Schedule I as are reasonably practicable.

(b) Preparing and/or mailing all necessary, required or appropriate statements, notices, reports, confirmation statements, policy statements (quarterly and annual), contract prospectuses, and communications to Underlying Companies, policyholders of the Covered Insurance Policies, and to individual insurance producers, including notices of premiums and notices of any grace and lapse in coverage, as required by Applicable Law and performing services necessary to meet SEC requirements with respect to any Covered Insurance Policy, In addition, the Administrator, shall distribute at its expense to policy owners all required contract and fund prospectuses, post effective amendments or supplements to the registration statements of the Separate Accounts or of any underlying funds as well as annual and semi-annual reports;

(c) billing, collecting (for the account of the Administrator) and processing Recoverables and other amounts due under the Covered Insurance Policies and Existing Reinsurance Agreements and processing and paying any return

Recoverables and other amounts due under the Covered Insurance Policies, Existing Reinsurance Agreements, any other Ancillary Agreement Covered Contracts, this Agreement and the Reinsurance Agreement;

(d) providing usual and customary services for the Underlying Companies and policyholders of the Covered Insurance Policies, including processing reinstatements, cancellations, policy lapses, expiries, non-forfeiture options, policyholder and beneficiary changes, policy loans, surrenders, policyholder sub-account transfer requests, and systematic payouts or other changes provided for under the Covered Insurance Policies and calculations relating thereto, and processing any policy changes requested by policyholders of the Covered Insurance Policies, including name changes, address changes, loss payee changes and increases and decreases in coverage amounts;

(e) as provided in Article XVI, calculating all premium taxes and assessments due in respect of the Administered Business and notifying ILA of the full amount of said premium taxes and assessments for ILA to make payment to the appropriate Governmental Body or guaranty association and furnishing ILA with all information necessary for ILA to make such payments and comply with all related filing and reporting requirements under the terms of this Agreement;

(f) preparing and delivering to ILA or an ILA Affiliate all accounting, financial, regulatory and actuarial information and reports related to the Administered Business that is necessary to meet any regulatory, statutory, tax or GAAP accounting requirements;

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(g) monitoring the Required Balance of the Trust Account and the assets held therein for purposes of delivering the reports required under Schedule I(vii);

(h) subject to Article VIII, handling all Governmental Body compliance matters in connection with the Administered Business and the Services;

(i) receiving, administering, processing, investigating and evaluating claims and disbursement requests filed by or on behalf of policyholders or Underlying Companies of the Covered Insurance Policies and either (i) paying, within the time periods and in the manner prescribed by Applicable Law, on behalf of ILA, such claims and disbursement requests in accordance with the terms and conditions of the Covered Insurance Policies and Applicable Law (it being understood that this obligation is merely in furtherance of the provision of Services and is not intended to expand the Administrator's liability with respect to the Covered Insurance Policies, which liability shall be solely governed by the Reinsurance Agreement) or (ii) proposing to deny or denying, or compromising in accordance with the terms and conditions of the Covered Insurance Policies, Applicable Law and customary practices, such claims and disbursements in whole or in part and communicating the reason for denial to the claimant. In the event of non-payment of claims on account of incomplete or insufficient data, the Administrator shall acknowledge such fact to the claimant by the number of days provided by Applicable Law. The Administrator shall also communicate with reinsurers with respect to submission approval and payment, compromise or denial of claims made under the Covered Insurance Policies; maintain such files and records as are necessary to enable ILA, at any time, to determine the true and accurate claim experience of the Covered Insurance Policies; and perform such other claim services as may be reasonably required in connection with the support and administration of the Covered Insurance Policies;

(j) The Administrator shall provide ILA, on a monthly basis a list of all reported and discovered deaths of insureds under Covered Insurance Policies so that ILA can comply with state death claim sharing requirements.

(k) The Administrator shall search public records to identify insured deaths. Such searches shall be done in accordance with Applicable Law, any applicable regulatory settlement or agreement in a process as reasonably agreed by the Parties. The Administrator may utilize the services of third party vendors to identify and locate insureds as long as the vendors are obligated to safeguard and keep confidential Customer Information relating to the Covered Insurance Policies to the same extent as the Administrator.

(l) Preparing all required escheat filings with respect to the Administered Business and timely providing information to ILA upon request in order to allow ILA to timely file such escheat filings;

(m) transferring assets or funds (i) between one or more Separate Accounts and ILA's general account, (ii) between one or more sub-accounts of any such Separate Accounts, or (iii) between ILA and the Reinsurer in support of the Reinsurance Agreement;

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(n) providing the following services related to the Separate Accounts on behalf ILA and any additional Services reasonably requested by ILA with respect to the Separate Accounts:

(i) maintaining copies of each Separate Account's governing documents; provided that ILA shall provide to the Administrator all current copies of such documents;

(ii) preparing and filing with state insurance departments, necessary filings for the Separate Accounts, and preparing and maintaining required licenses and permits and complying with all related regulatory requirements; provided that the Administrator shall not be required to take any action pursuant to this paragraph (n)(ii) with respect to the modified guaranteed life insurance business;

(iii) (1) preparing all Filings with the SEC in an accurate and complete manner and consistent with all applicable requirements for such Filings, except as provided below for Form N-6 filings;

(2) with respect to Covered Insurance Policies required to be filed on Form N-6, the Administrator shall coordinate the preparation and filing with the SEC of registration statements and any amendments thereto. The Administrator shall prepare the prospectus, statement of additional information, Part C and any exhibits and letters required to be filed in or with the registration statement. The Administrator shall also prepare and file the financial statements of the Registrant (the separate account as defined in Section 2(a)(37) of the Investment Company Act of 1940 and as required by Form N-6 (SA Financials)) and coordinate the review of the SA Financials and the registration statement with the appointed independent auditing firms, ILA will provide the Administrator with the financial statements of the Depositor as required by Form N-6 as soon as reasonably practicable for the Administrator to edgarize and include in the registration statement filings with the SEC. The Administrator shall obtain the necessary consents and exhibits for the registration statements. The Administrator shall provide ILA with each registration statement prior to filing so that ILA can review the filing and sign the Legal Opinion Letter provided in Item 26(k) of Form N-6. ILA agrees to cooperate with the Administrator and provide the Administrator information and assistance reasonably necessary in order for the Administrator to timely file the registration statements,

(iv) upon reasonable prior notice, the Administrator may cease updating prospectuses relating to the Covered Insurance Policies in accordance with the SEC no-action letter dated October 23, 1990 issued to Great-West Life & Annuity Insurance Company and any subsequent related no-action letters, or may begin to update prospectuses that ILA has previously stopped updating.

(v) administering Contracts on behalf of ILA with, among others, mutual fund organizations that make their mutual funds available as investment options within the Separate Accounts;

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(vi) performing all accounting services with respect to the Separate Accounts as may be reasonably requested by ILA from time to time or as required by Applicable Law, including that (1) within fifteen (15) days after the end of each calendar month, the Administrator shall provide "ledger information" in a mutually agreeable format with respect to the Separate Account so that ILA can prepare the statutory annual statements, and (2) Administrator shall perform daily net asset/ unit valuations; and

(vii) performing, in the name and on behalf of ILA or on behalf of an Affiliate of ILA, all of ILA's or an Affiliate's obligations under, and shall comply with the terms of, (i) any Mutual Fund Agreements, (ii) the underwriting agreements between ILA and the principal underwriters for the policies, and (iii) any Distribution Agreements or other agreements related to the distribution of the policies, in each case to the extent that ILA has provided complete copies of such agreements (including any amendments thereto) to the Administrator, in each case, to the extent consistent with

Applicable Law,

(o) performing monthly reconciliations of suspense and withholding accounts and, upon ILA's request, providing documentation of these reconciliations to ILA;

(p) receiving, logging and responding to complaints in respect of the Covered Insurance Policies in accordance with Article VIII;

(q) providing any standard supplies needed for the administration of the Administered Business, which materials shall strictly be used in accordance with this Agreement;

(r) making recommendations to ILA with respect to: (i) Non- Guaranteed Elements in accordance with Section 4.06, (ii) reserving methodologies related to the Covered Insurance Policies, (iii) dividends with respect to any par policies and (iv) changes to fund options in accordance with Section 4.07;

(s) managing any communications with Distributors or Distribution Intermediaries regarding the Covered Insurance Policies;

(t) Rule 38a-l Compliance Program. For as long as any Covered Insurance Policy that is registered as a security with the SEC remains in force and the Administrator continues to act as an "administrator" (as defined in the Investment Company Act of 1940, as amended), the Administrator shall implement and, throughout the term of this Agreement, maintain in effect, policies and procedures reasonably designed to prevent, detect, and correct violations of "federal securities laws" (as defined in Rule 38a-1), insofar as applicable to the Services the Administrator is providing hereunder, by the Administrator and its respective employees, officers, agents and Affiliates. The Administrator will promptly notify ILA in the event that it becomes aware of any "material compliance matter" (as defined in Rule 38a-1) arising with respect to the Services provided hereunder. The Administrator shall promptly provide true and complete copies of such policies and procedures (or summaries thereof) and related information required by Applicable Law upon reasonable request including

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but not limited to, control reports, incident reports, exception reports, compliance check-lists and internal audit reports. The Administrator shall cooperate with periodic reviews by ILA's personnel of such policies and procedures, their operation and implementation, including visual inspection of the Administrator's facilities and processes, and provide such additional information, reports, and certifications to ILA in respect of such policies and procedures, compliance with federal securities laws and related compliance matters as ILA may reasonably request. The Administrator shall appoint a Chief Compliance Officer whose responsibilities include preparation of reports on the operation and effectiveness of the Separate Account's Rule 38a-l compliance program ("COMPLIANCE PROGRAM"), and providing information with respect to the

Compliance Program to ILA so that the ILA 38a-l CCO can prepare the annual and periodic reports as required.

(u) The Administrator shall provide ILA or an Affiliate of ILA as required by Applicable Law, with the following non-exclusive list of periodic reports, certifications, and additional information, the frequency of which may be changed from time to time at the discretion of ILA:

(i) The Administrator's Compliance Program shall include an annual review by the Administrator's Chief Compliance Officer of the adequacy and effectiveness of the policies and procedures of the Administrator's Compliance Program and the effectiveness of its implementation and the submission of a signed annual report by the Administrator's Chief Compliance Officer by no later than May 1 of every calendar year containing all customary and reasonable detail and elements of a report necessary for the ILA 38a-l CCO to prepare the reports as provided in Rule 38a-l;

(ii) The Administrator shall promptly notify ILA in the event that it becomes aware of any compliance matter arising with respect to the Services provided hereunder within 24 hours of discovery, if possible, but in no instance later than three (3) Business Days after discovery thereof, and shall provide ILA with copies of all pertinent files and information relating thereto and the ILA 38a-l CCO shall have the opportunity to discuss the Administrator's remediation plans, prior to implementation if practicable, regarding any such compliance matter and to make reasonable recommendations to the Administrator regarding such remediation plan;

(iii) In the event the Administrator contemplates making any material changes to the existing compliance policies and procedures under its Compliance Program, the Administrator shall timely notify and provide ILA with copies of the proposed amendments for review, comment, and final approval by ILA of such documents;

(iv) Provide ILA with reports upon request, regarding the compliance personnel employed and retained by the Administrator to provide services to the Covered Insurance Policies, or on behalf of an Affiliate of ILA, and describing the experience, skill, expertise, licenses and accreditation of said compliance staff; and

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(v) Create and maintain all internal reports, control reports, exception reports, and certifications necessary to administer the business, and make such reports and certifications available to ILA as needed for internal and external purposes.

(v) Perform services to administer and manage the Existing Reinsurance Agreements, including:

(i) Provide reports and data to reinsurers as required under the Existing Reinsurance Agreements;

(ii) Calculate amounts required, pay amounts due and collect amounts owing as required under the Existing Reinsurance Agreements;

(iii) Consult with reinsurers as required under the terms of the Existing Reinsurance Agreements (such consultation may include notification of changes in rates or terms of Covered Insurance Policies, changes in policies, manuals or processes related to the Covered Insurance Policies or review of claims made under the Covered Insurance Policies);

(iv) Respond to reinsurer requests for information and facilitate audits as permissible under the Existing Reinsurance Agreements;

(v) Initiate and facilitate amendments to Existing Reinsurance Agreements, as requested by ILA or the reinsurers;

(vi) Facilitate, in accordance with the Existing Reinsurance Agreements, the timely update of any collateral supporting ILA's reserve credit under such Existing Reinsurance Agreements in its Statutory Financial Statements;

(vii) Provide ILA with updated collateral documentation within fifteen (15) Business Days of receipt by the Administrator and an annual verification of collateral amounts no later than fifteen (15) Business Days after every calendar year; and

(viii) Provide ILA with information related to the Existing Reinsurance Agreements to complete internal and external reporting related to reinsurance. Such reporting includes, but is not limited to quarterly and annual statutory and GAAP reporting, rating agency surveys, and regulatory reports, requests and inquiries.

(w) The Administrator shall investigate and prepare responses to all customer complaints and regulatory inquiries or complaints. Subject to the foregoing, all customer complaints shall be handled in accordance with Applicable Law (including without limitation any response time requirements applicable thereto). A record of all customer complaints shall be maintained in a log showing the date received, the nature of the complaint, the action taken (if any) and the date of the response. As used herein, a "customer complaint"

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shall be deemed to include any written communication primarily expressing a grievance against ILA, an Affiliate of ILA, or the Administrator;

(x) Print and mail privacy notices to policy owners as required by Applicable Law;

(y) Provide regulatory supervision and compliance, to the extent the

Administrator is permitted under Applicable Law, as to all Services contemplated by this Agreement;

(z) Monitor statutes and regulations of the insurance departments in the various states in which the policyowners or Covered Insurance Policies are located to ensure compliance therewith and to provide reasonable assurance that any actions or communications required by such regulations or statutes are properly made;

(aa) Monitor the federal securities statutes and the rules, regulations, orders and interpretations thereunder and the securities statutes and rules, regulations, orders and interpretations thereunder of the various states in which the policy owners or Covered Insurance Policies are located to provide reasonable assurance of compliance therewith and to ensure that any actions or communications required thereby are properly made;

(bb) Monitor the federal Tax and the rules, regulations, orders, and interpretations thereunder and the tax statutes and rules, regulations, orders and interpretations thereunder of the various states in which the policy owners or Covered Insurance Policies are located to provide reasonable assurance of compliance therewith and to ensure that any actions or communications required thereby are properly made; and

(cc) Provide such services as ILA or an Affiliate of ILA may require in connection with responding to inquiries from the SEC, FINRA, NAIC or the insurance or securities departments in accordance with Article VIII.

(dd) Provide the Commission Payment Services, as such term is defined in and, in accordance with, the Letter Agreement dated January 2, 2013 by and among Administrator, HESCO, Hartford Securities Distribution Company, Inc., Hartford Life Insurance Company, Hartford Life and Accident Insurance Company and Hartford Life and Annuity Insurance Company as long as it remains in effect, including:

(i) Providing ministerial services involving the calculation and provision of commission disbursement payment instructions to a financial institution selected by ILA for the payment of commissions to Distribution Intermediaries distributing products covered by this Agreement, including variable life insurance policies underwritten by ILA's affiliated broker-dealers;

(ii) Providing ILA and any affiliated broker-dealer information reasonably necessary for ILA and any such affiliated broker-dealer to monitor the Administrator's performance with respect to the functions described in paragraph (i) above;

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(iii) Providing ILA and any affiliated broker-dealer with information necessary for such affiliated broker-dealer to properly reflect the commission payments described in (i) above on any affiliated broker-dealer's books and records in accordance with FINRA rules and regulations;

(iv) Creating and maintaining books and records reflecting the commission payment instructions with respect to insurance policies covered by this Agreement in accordance with Applicable Law (as defined in the Purchase Agreement), retaining such books and records for time periods required by Applicable Law, and providing access to the books and records to ILA and any affiliated broker-dealer upon their reasonable written request.

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SCHEDULE III

INFORMATION SECURITY REQUIREMENTS

1. Purpose. This Schedule III sets forth the minimum information security program and infrastructure policies (the "Information Security Requirements") that each Party (the "Data Recipient") must meet and maintain in order to protect Confidential Information and Personal Information (collectively, the "Data") of the other Party (the "Data Provider") from unauthorized use, access, disclosure, theft, manipulation, reproduction and/or possible security breach during the term of the Agreement and for any period of time thereafter during which the Data Recipient has possession of or access to the Data.

2. Information Security Safeguards. The Data Recipient and all of its Affiliates and Representatives have implemented, currently maintain, and will maintain throughout the term of this Agreement an information security program designed to protect Data, which program includes administrative, technical and physical safeguards (i) to ensure the security and confidentiality of Data; (ii) to protect against any anticipated threats or hazards to the security or integrity of such Data; and (iii) to protect against unauthorized access to or use of Data which could result in harm or inconvenience to the Data Provider or its customers ("Information Security Safeguards").

2.1 Standards & Practices. The Data Recipient's Information Security Safeguards shall incorporate commercially reasonable methods and safeguards to ensure the security, confidentiality, integrity, availability and privacy of the Data.

2.2 Information Security Policies. The Data Recipient must have in place and adhere to internal information security and privacy policies that address the roles and responsibilities of the Data Recipient's personnel, including both technical and non-technical personnel, who have direct or indirect access to the Data. These internal security and privacy policies must, at a minimum, include: security policy; organization of information security; asset management; human resources security; physical and environment security; communications and operations management; access control; information systems procurement, development and maintenance;

information security incident management; business continuity management; and compliance.

2.3 Workspace Security. The Data Recipient's Information Security Safeguards must include reasonable workspace controls designed to protect Customer Information.

2.4 Appropriate Safeguards. The Data Recipient's Information Security Safeguards shall include (i) safeguards against the unauthorized destruction, loss, or alteration of the Data; (ii) safeguards against unauthorized access to such data; and (iii) network and internet security procedures, protocols, security gateways and firewalls with respect to such data in accordance with best commercial practices.

2.5 Physical Security Safeguards. The Data Recipient's Information Security Safeguards shall include physical safety and security safeguards at any facilities

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where any Services are performed or received that meet or exceed reasonable best commercial practices.

3. Vulnerability Assessments. Without limiting the Data Recipient's obligations set forth in this Agreement, the Data Recipient will maintain, at its own expense, a vulnerability assessment program that is consistent with the Data Recipient's standard process and procedures, or at least annually, on all information applications and/or systems associated with accessing, processing, storage, communication and/or transmission of the Data including the Data Recipient's systems and networks. The assessment program must include a methodology for identifying, quantifying, ranking and mitigating weaknesses in the Data Recipient's systems.

4. Third Party Security Assessment. No more than one time per year, the Administrator shall complete ILA's Third-Party Security Assessment Questionnaire and forward a completed copy to ILA's information protection department. No more than one time per year, ILA shall complete Administrator's Third-Party Security Assessment Questionnaire and forward a completed copy to Administrator's information protection department.

5. Information Security Infrastructure.

5.1 Access Controls. The Data Recipient will ensure appropriate access controls are in place to protect the Data. The Data Recipient must also ensure that segregation of duties principles are employed in the assignment of all critical job functions. The Data Provider will be solely responsible for implementing and maintaining access controls on its own systems to which the Data Recipient may be granted access.

5.2 Authorized Persons. The Data Recipient shall limit access to the Data to those of its Representatives who have a need to access such data in connection to the uses permitted by this Agreement ("Authorized Persons").

The Data Recipient shall ensure that each Authorized Person is trained and shall comply with the requirements of the Data Recipient's Information Security Safeguards. The Data Recipient shall re-evaluate its list of Authorized Persons at least annually.

5.3 Password Administration. The Data Recipient's passwords that are associated with access to Data must comply with PCI password requirements.

5.4 Encryption. The Data Recipient must encrypt all off-site tapes, removable media devices, laptops, e-mail between the Parties, network file transfers, and web transactions. Encryption is provided through commercial grade, industry-standard strong cryptographic algorithms, protocols, and commercially reasonable key strengths.

5.5 Network and Host Security. The Data Recipient must have commercially reasonable and efficient network intrusion detection, firewalls and anti-virus protection in place and functioning properly. The Data Recipient shall use commercially reasonable efforts to ensure that operating systems and applications that are associated with the Data must be patched within a commercially

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reasonable time period after Data Recipient has actual or constructive knowledge of any security vulnerabilities. The Data Recipient will exercise generally accepted industry standards to protect against malware and Viruses.

6. Audit and Reporting. Each Data Recipient must conduct annual self-audits to ensure compliance with these Information Security Requirements and its internal information security and privacy policies and, upon request, shall provide a copy of the latest report for such audits to the Data Provider.

7. Customer Information.

7.1 The Data Recipient shall notify the Data Provider, promptly and without unreasonable delay, but in no event more than two (2) Business Days after learning that unauthorized access to, disclosure of, or breach in the security (in each case as defined by Applicable Law) of Customer Information disclosed or provided by the Data Recipient has occurred (a "Security Incident"). Thereafter, the Data Recipient shall, at its own cost and expense:

(a) promptly furnish to the Data Provider full details of the Security Incident;

(b) assist and cooperate fully with the Data Provider in the Data Provider's investigation of the Data Recipient and employees or third parties related to the Security Incident (subject to the Data Recipient being present at any discussions with such employees or third parties), including providing the Data Provider with reasonable and necessary physical access to the facilities and operations affected, facilitating interviews with employees and others involved in the matter (subject to the Data Recipient being present at any interviews with such employees or others), and making available all relevant requested records, logs, files, and data;

(c) cooperate with the Data Provider in any litigation or other action against third parties deemed necessary by Data Provider to protect its rights; and\

(d) promptly use its commercially reasonable efforts to prevent a recurrence of any such Security Incident.

7.2 In addition to the foregoing, the Data Recipient agrees that in the event of a Security Incident, the Data Provider shall have the sole right to determine (i) whether notice is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation; (ii) the contents of such notice; and (iii) whether any type of remediation may be offered to affected persons (provided that such remediation shall be limited to two (2) years of credit monitoring at a level at least equal to that offered by Equifax ID Patrol). Any such notice or remediation shall be at the Data Recipient's sole cost and expense.

7.3 The Data Recipient agrees that its treatment of Customer Information is in compliance with Applicable Laws and/or regulations with respect to privacy and

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data security and that it has implemented and currently maintains an effective information security program that includes administrative, technical, and physical safeguards to (i) ensure the security and confidentiality of such Customer Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such Customer Information; and (iii) protect against unauthorized access to, destruction, modification, disclosure or use of such Customer Information which could result in substantial harm or inconvenience to the Data Provider, or to any person who may be identified by such Customer Information. The Data Recipient shall immediately notify the Data Provider if the Data Recipient is in material breach of this Schedule III. The Data Recipient shall allow the Data Provider to perform an audit, the scope of which is mutually agreed upon, of the Data Recipient's facilities and records to ensure compliance with the privacy and security provisions of this Agreement.

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EXHIBIT A

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FORM OF TRADEMARK LICENSE AGREEMENT

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[LOGO]
THE HARTFORD

April 22, 2013

Board of Directors
Hartford Life and Annuity Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

RE: SEPARATE ACCOUNT VL I
HARTFORD LIFE AND ANNUITY
INSURANCE COMPANY
FILE NO. 333-82866

Dear Sir/Madam:

I have acted as Counsel to Hartford Life and Annuity Insurance Company (the "Company"), a Connecticut insurance company, and Hartford Life and Annuity Insurance Company Separate Account VL I (the "Account") in connection with the registration of an indefinite amount of securities in the form of flexible premium variable life insurance policies (the "Policies") with the Securities and Exchange Commission under the Securities Act of 1933, as amended. I have examined such documents (including the Form N-6 Registration Statement) and reviewed such questions of law as I considered necessary and appropriate, and on the basis of such examination and review, it is my opinion that:

1. The Company is a corporation duly organized and validly existing as a stock life insurance company under the laws of the State of Connecticut and is duly authorized by the Insurance Department of the State of Connecticut to issue the Policies.

2. The Account is a duly authorized and validly existing separate account established pursuant to the provisions of Section 38a-433 of the Connecticut Statutes.

3. To the extent so provided under the Policies, that portion of the assets of the Account equal to the reserves and other contract liabilities with respect to the Account will not be chargeable with liabilities arising out of any other business that the Company may conduct.

4. The Policies, when issued as contemplated by the Form N-6 Registration Statement, will constitute legal, validly issued and binding obligations of the Company.

I hereby consent to the filing of this opinion as an exhibit to the Form N-6 Registration Statement for the Policies and the Account.

Sincerely,

/s/ Lisa M. Proch

Lisa M. Proch
Vice President and Assistant General Counsel

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Post-Effective Amendment No. 24 to Registration Statement No. 333-82866 of Hartford Life and Annuity Insurance Company Separate Account VL I, on Form N-6, of our report dated March 28, 2013, relating to the statements of assets and liabilities of Hartford Life and Annuity Insurance Company Separate Account VL I as of December 31, 2012, and the related statements of operations for each of the periods presented in the year then ended, the statements of changes in net assets for each of the periods presented in the two years then ended, and the financial highlights in Note 6 for each of the periods presented in the five years then ended, appearing in the Statement of Additional Information, which is part of such Registration Statement, and to the reference to us under the heading "Experts" in such Statement of Additional Information.

/s/ Deloitte & Touche LLP
Hartford, Connecticut
April 22, 2013

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CONSENT OF INDEPENDENT AUDITORS'

We consent to the use in this Post-Effective Amendment No. 24 to Registration Statement No. 333-82866 of Hartford Life and Annuity Insurance Company Separate Account VL I, on Form N-6, of our report dated April 10, 2013, relating to the statutory-basis financial statements of Hartford Life and Annuity Insurance Company ("Company") as of December 31, 2012 and 2011 and for each of three years in the period ended December 31, 2012 (which report expresses an unmodified opinion in accordance with accounting practices prescribed and permitted by the Insurance Department of the State of Connecticut), appearing in the Statement of Additional Information, which is part of such Registration Statement, and to the reference to us under the heading "Experts" in such Statement of Additional Information.

/s/ Deloitte & Touche LLP
Hartford, Connecticut
April 22, 2013

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HARTFORD LIFE INSURANCE COMPANY
HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

POWER OF ATTORNEY

Beth A. Bombara

does hereby authorize Jack Ewing, Blakely Fishlin, Sun-Jin Moon and/or Erin Schwerzmann, individually, to sign as her agent any and all pre-effective amendments and post-effective amendments filed on Form N-6 for the File Numbers listed on Appendix A attached hereto, with respect to Hartford Life Insurance Company and/or Hartford Life and Annuity Insurance Company and does hereby ratify such signature heretofore made by such persons.

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney for the purpose herein set forth.

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<S>	<C>	<C>
By:	/s/ Beth A. Bombara	Dated as of February 4, 2013
	Beth A. Bombara	

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APPENDIX A

Hartford Life Insurance Company
Hartford Life and Annuity Insurance Company
Power of Attorney dated as of February 4, 2013
Filed on Form N-6
File Numbers:

333-180756
333-180757
333-155092
333-155096
333-148814
333-148815
333-148816
333-148817
333-109529
333-109530
333-93319
333-88787
333-83057
333-82866
333-07471
033-53692

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HARTFORD LIFE INSURANCE COMPANY
HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

POWER OF ATTORNEY

Mark J. Niland

does hereby authorize Jack Ewing, Blakely Fishlin, Sun-Jin Moon and/or Erin Schwerzmann, individually, to sign as his agent any and all pre-effective amendments and post-effective amendments filed on Form N-6 for the File Numbers listed on Appendix A attached hereto, with respect to Hartford Life Insurance Company and/or Hartford Life and Annuity Insurance Company and does hereby ratify such signature heretofore made by such persons.

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By:	/s/ Mark J. Niland	Dated as of February 4, 2013
	Mark J. Niland	

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333-148814
333-148815
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333-93319
333-88787
333-83057
333-82866
333-07471
033-53692

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HARTFORD LIFE INSURANCE COMPANY

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

POWER OF ATTORNEY

Robert W. Paiano

does hereby authorize Jack Ewing, Blakely Fishlin, Sun-Jin Moon and/or Erin Schwerzmann, individually, to sign as his agent any and all pre-effective amendments and post-effective amendments filed on Form N-6 for the File Numbers listed on Appendix A attached hereto, with respect to Hartford Life Insurance Company and/or Hartford Life and Annuity Insurance Company and does hereby ratify such signature heretofore made by such persons.

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney for the purpose herein set forth.

<Table>

<S>	<C>	<C>
By:	/s/ Robert W. Paiano --- Robert W. Paiano	Dated as of February 4, 2013

</Table>

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APPENDIX A

Hartford Life Insurance Company
Hartford Life and Annuity Insurance Company
Power of Attorney dated as of February 4, 2013
Filed on Form N-6
File Numbers:

333-180756
333-180757
333-155092
333-155096
333-148814
333-148815
333-148816
333-148817
333-109529
333-109530
333-93319
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HARTFORD LIFE INSURANCE COMPANY
HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

POWER OF ATTORNEY

Peter F. Sannizzaro

does hereby authorize Jack Ewing, Blakely Fishlin, Sun-Jin Moon and/or Erin Schwerzmann, individually, to sign as his agent any and all pre-effective amendments and post-effective amendments filed on Form N-6 for the File Numbers listed on Appendix A attached hereto, with respect to Hartford Life Insurance Company and/or Hartford Life and Annuity Insurance Company and does hereby ratify such signature heretofore made by such persons.

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney for the purpose herein set forth.

<Table>

<S>	<C>	<C>
By:	/s/ Peter F. Sannizzaro	Dated as of February 4, 2013
	--	
	Peter F. Sannizzaro	

</Table>

<Page>

APPENDIX A

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AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON APRIL 22, 2013

FILE NO. 333-82866

811-07329

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM N-6

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

PRE-EFFECTIVE AMENDMENT NO. / /
POST-EFFECTIVE AMENDMENT NO. 24 /X/

REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940

AMENDMENT NO. 169 /X/

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
SEPARATE ACCOUNT VL I

(Exact Name of Registrant)

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

(Name of Depositor)

P.O. BOX 2999
HARTFORD, CT 06104-2999

(Address of Depositor's Principal Offices)

(860) 843-8335

(Depositor's Telephone Number, Including Area Code)

SUN-JIN MOON
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
751 BROAD STREET
NEWARK, NJ 07102

(Name and Address of Agent for Service)

INDIVIDUAL VARIABLE LIFE CONTRACTS -- THE REGISTRANT HAS REGISTERED AN INDEFINITE AMOUNT OF SECURITIES PURSUANT TO RULE 24F-2 OF THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED.

It is proposed that this filing will become effective:

/ /   immediately upon filing pursuant to paragraph (b) of Rule 485
/X/   on May 1, 2013 pursuant to paragraph (b) of Rule 485
/ /   60 days after filing pursuant to paragraph (a)(1) of Rule 485
/ /   on   pursuant to paragraph (a)(1) of Rule 485
/ /   this post-effective amendment designates a new effective date for a previously filed post-effective amendment.

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NOTICE TO EXISTING POLICY OWNERS

Prospectuses for policies often undergo certain changes in their terms from year to year to reflect any changes in the policies. The changes include such things as the liberalization of benefits, the exercise of rights reserved under the policy, the alteration of administrative procedures and changes in the investment options available. Any such change may OR MAY NOT apply to policies issued prior to the effective date of the change. This product prospectus reflects the status of the product as of May 1, 2013. Therefore, this prospectus may contain information that is inapplicable to your policy. You should consult your policy to verify whether any particular provision applies to you and which investment options you may elect. In the event of any conflict between this prospectus and your policy, the terms of your policy will control.

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PART A

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STAG WALL STREET VARIABLE UNIVERSAL LIFE

SEPARATE ACCOUNT VL I
HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
ADMINISTERED BY:
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
751 BROAD STREET
NEWARK, NJ 07102

TELEPHONE: (800) 231-5453

PROSPECTUS DATED: MAY 1, 2013

[THE HARTFORD LOGO]

This prospectus describes information about Series II of the Stag Wall Street Variable Universal Life insurance Policy (Policy). Policy owners should note that the options, features and charges of the Policy may have varied over time. For more information about the particular options, features and charges applicable to you, please contact your financial professional and/or refer to your Policy. Some Policy features may not be available in some states.

Stag Wall Street Variable Universal Life is a contract between you and Hartford Life and Annuity Insurance Company. You agree to make sufficient premium payments to us, and we agree to pay a death benefit to your beneficiary. The Policy is a flexible premium variable universal life insurance Policy. It is:

- X Flexible premium, generally, you may decide when to make premium payments and in what amounts.

- X Variable, because the value of your life insurance Policy will fluctuate with the performance of the Sub-Accounts you select and the Fixed Account.

You must allocate your Premium Payment to "Sub-Accounts." The Sub-Accounts then purchase shares of mutual funds set up exclusively for variable annuity or variable life insurance products and certain other non-public investors ("Funds"). These are not the same mutual funds that you buy through your stockbroker or through a retail mutual fund even though they may have similar investment strategies and the same portfolio managers as retail mutual funds. This Policy offers you Funds with investment strategies ranging from conservative to aggressive and you may pick those Funds that meet your investment goals and risk tolerance. The Funds are part of the following portfolio companies: AllianceBernstein Variable Products Series Fund, Inc., American Funds Insurance Series, Fidelity Variable Insurance Products, Franklin Templeton Variable Insurance Products Trust, Hartford Series Fund, Inc., Hartford HLS Series Fund II, Inc., Invesco Variable Insurance Funds, Lord Abbett Series Fund, Inc., MFS Variable Insurance Trust, Oppenheimer Variable Account Funds, Putnam Variable Trust, and The Universal Institutional Funds, Inc. The Funds are described in greater detail in "The Funds" section of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities, or determined if the information in this Prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

New policies are no longer offered for sale. This prospectus does not constitute an offering in any jurisdiction in which such offering may not be lawfully made. No person is authorized to make any representations in connection with this offering other than those contained in this prospectus. Replacing any existing life insurance Policy with this Policy may not be to your advantage.

This Prospectus can also be obtained from the Securities and Exchange Commission's website (http://www.sec.gov). Prospectuses for the Underlying Funds can be obtained from your financial professional or by logging on to www.hartfordinvestor.com. The prospectuses contain detailed information, including risks, charges and fees, so please read it carefully before you invest or send money.

This life insurance Policy IS NOT:

- a bank deposit or obligation;

- federally insured; or

- endorsed by any bank or governmental agency.

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SUMMARY OF BENEFITS AND RISKS

This section contains a summary of the benefits available under the Policy and the principal risks of purchasing the Policy. It is only a summary and you should read the entire prospectus.

BENEFITS OF YOUR POLICY

POLICY SUMMARY -- We will pay the Death Benefit to the named Beneficiaries upon the death of the Insured. You, as the Policy Owner, pay the Premiums for the Policy and name the Beneficiary. The Insured is the person whose life is insured under the Policy. You allocate Premiums to the Underlying Funds and can accumulate Account Value on a tax-deferred basis. We deduct Policy fees and charges from the Premiums and the Account Value. You may access the Account Value through loans and withdrawals.

FLEXIBILITY -- The Policy is designed to be flexible to meet your specific life insurance needs. You have the flexibility to choose death benefit options, investment options, and premiums you pay.

DEATH BENEFIT -- While the Policy is in force and when the insured dies, we pay a death benefit to your beneficiary. However, your death benefit will never be less than the Minimum Death Benefit. See Death Benefits and Policy Values. At issue, you select one of two death benefit options:

- LEVEL OPTION: The death benefit equals the current Face Amount.

- RETURN OF ACCOUNT VALUE OPTION: The death benefit is the current Face Amount plus the Account Value of your Policy.

The death benefit is reduced by any money you owe us, such as outstanding loans, loan interest, or unpaid charges. You may change your death benefit option under certain circumstances. You may increase or decrease the Face Amount on your Policy under certain circumstances.

INVESTMENT CHOICES -- You may invest in up to 20 different investment choices within your Policy, from the available investment options and a Fixed Account. You may transfer money among your investment choices, subject to restrictions.

PREMIUM PAYMENTS -- You have the flexibility to choose how you pay premiums. You can choose a planned premium when you purchase the Policy. You may change your planned premium, subject to certain limitations.

RIGHT TO EXAMINE YOUR POLICY -- You have a limited right to return the Policy for cancellation after purchase. See "Your Policy and Contract Rights -- Right to Examine a Policy."

SURRENDER -- You may surrender your Policy at any time for its Cash Surrender Value. (See "Risks of Your Policy," below). Surrenders may also be subject to a Surrender Charge.

LOANS -- You may use this Policy as collateral to obtain a loan from Us.

NO-LAPSE GUARANTEE -- Generally, your death benefit coverage will last as long as there is enough value in your Policy to pay for the monthly charges we deduct. Since this is a variable life Policy, values of your Policy will fluctuate based on the performance of the underlying investment options you have chosen. Without the No-Lapse Guarantee, your Policy will lapse if the value of your Policy is insufficient to pay your monthly charges. If the No-Lapse Guarantee is available and your Policy Value is insufficient to pay your monthly charges, we will waive any portion of the monthly charges that could not be collected. Therefore, when the No-Lapse Guarantee feature is available, the Policy will not lapse, regardless of the investment performance of the underlying Funds. If you take a loan on your Policy, the No-Lapse Guarantee will not protect the Policy from lapsing if there is Policy Indebtedness. Therefore, you should carefully consider the impact of taking Policy loans during the No-Lapse Guarantee Period. (See "Lapse and Reinstatement" for more information).

SETTLEMENT OPTIONS -- You or your beneficiary may choose to receive the proceeds of the Policy over a period of time by using one of several settlement options.

OPTIONAL COVERAGE -- You may add other coverages to your Policy. See "Your Policy -- Other Benefits."

TAX BENEFITS -- In most cases, you are not taxed on earnings until you take earnings out of the Policy (commonly known as "tax-deferral"). The death benefit may be subject to Federal and state estate taxes but your beneficiary will generally not be subject to income tax on the death benefit.

RIDERS -- You may add additional benefits to your Policy by selecting from a variety of Riders. Additional charges may apply for some Riders and may be subject to underwriting approval.

RISKS OF YOUR POLICY

This is a brief description of the principal risks of the Policy.

INVESTMENT PERFORMANCE -- The value of your Policy will fluctuate with the performance of the investment options you choose. Your investment options may decline in value, or they may not perform to your expectations. Your Policy values in the Sub-Accounts are not guaranteed. Charges and fees may have a significant impact on Policy Account Value and the investment performance of the Sub-Accounts (particularly with policies with lower Account Value). A comprehensive discussion of the risks of the underlying Funds held by each Sub-Account may be found in the underlying Fund's prospectus. You should read the prospectus of each Fund before investing.

UNSUITABLE FOR SHORT-TERM SAVINGS -- The Policy is designed for long term financial planning. You should not purchase the Policy if you will need the premium payment in a short time period.

RISK OF LAPSE -- Your Policy could terminate if the value of the Policy becomes too low to support the policy's monthly charges. If this occurs, we will notify you in writing. You will then have a 61-day grace period to pay additional amounts to prevent the Policy from terminating.

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WITHDRAWAL LIMITATIONS -- One partial withdrawal is allowed each month. The minimum allowed is $500, and the maximum allowed is the Cash Surrender Value minus $1,000. Withdrawals will reduce your Policy's death benefit, may increase the risk of Policy lapse, may result in a partial surrender charge and may be subject to a withdrawal charge.

TRANSFER LIMITATIONS -- We reserve the right to limit the size of transfers and remaining balances, and to limit the number and frequency of transfers among your investment options and the Fixed Account.

LOANS -- Using your Policy as collateral to obtain a loan from Us may increase the risk that your Policy will lapse, will have a permanent effect on the policy's Account Value, and will reduce the death proceeds. The No-Lapse Guarantee will not protect the Policy from lapsing if there is Policy Indebtedness. Therefore, you should carefully consider the impact of taking Policy loans during the No-Lapse Guarantee Period.

ADVERSE TAX CONSEQUENCES -- You may be subject to income tax if you receive any loans, withdrawals or other amounts from the Policy, and you may be subject to a 10% penalty tax. See "Federal Tax Considerations." There could be significant adverse tax consequences if the Policy should lapse or be surrendered when there are loans outstanding.

TAX LAW CHANGES -- Tax laws, regulations, and interpretations are subject to change. Such changes my impact the expected benefits of purchasing this Policy.

CREDIT RISK -- Any Death Benefit guarantee provided by the Policy or any rider and the Fixed Account obligations depend on the Company's financial ability to fulfill its obligations. You should review the Company's financial statements which are available upon request and are attached to the Statement of Additional Information (SAI).

INCREASE IN CURRENT FEES AND EXPENSES -- Certain Policy fees and expenses may be currently charged at less than their maximum amounts. We may increase these current fees and expenses up to the guaranteed maximum levels.

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FEE TABLES

The following tables describe the fees and expenses that you will pay when buying, owning, and surrendering the Policy. The first table describes the maximum fees and expenses that you will pay at the time that you buy the Policy, surrender the Policy, take a withdrawal or transfer cash value between investment options. Your specific fees and charges are described on the specification page of your Policy.

TRANSACTION FEES

CHARGE	WHEN CHARGE IS DEDUCTED	AMOUNT DEDUCTED
Front-end Sales Load	When you pay premium.	2.50% of each premium payment in all Policy years.
Surrender Charge (1)	When you surrender your Policy during the first fourteen Policy years. When you make certain Face Amount decreases during the first fourteen Policy years. When you take certain withdrawals during the first fourteen Policy years.	Minimum Charge $9.00 per $1,000 of the initial Face Amount for a 20-year-old. Maximum Charge $40.00 per $1,000 of the initial Face Amount for an 85-year-old. Charge for a representative insured $9.00 per $1,000 of the initial Face Amount for a 27-year-old female preferred non-nicotine.
Transfer Fees	When you make a transfer after the first transfer in any month.	Maximum Charge: $25 per transfer.*
Withdrawal Charge	When you take a withdrawal.	Maximum Charge: $10 per withdrawal.

*   Not currently being assessed.

The next table describes the fees and expenses that you will pay periodically during the time that you own the Policy, not including Fund fees and expenses.

ANNUAL CHARGES OTHER THAN FUND OPERATING EXPENSES

CHARGE	WHEN CHARGE IS DEDUCTED	AMOUNT DEDUCTED
Cost of Insurance Charges (1)	Monthly.	Minimum Charge $0.0566667 per $1,000 of the net amount at risk for an issue age

		10-year-old standard non-nicotine female in the first Policy year. Maximum Charge $14.953333 per $1,000 of the net amount at risk for an issue age 85-year-old male standard nicotine in the first Policy year. Charge for a representative insured $0.085 per $1,000 of the net amount at risk for an issue age 27-year-old female preferred non-nicotine in the first Policy year.
Mortality and Expense Risk Charge	Monthly.	Maximum Charge: 1.2% per year of Sub-Account Value (deducted on a monthly basis at a rate of 1/12 of 1.2%).
Administrative Charge	Monthly.	Maximum Charge: $10
Loan Interest Rate (2)	Monthly if you have take a loan on your Policy	Maximum Charge: 5.0% annually

</Table>

(1) This charge varies based on individual characteristics. The charge shown in the table may not be representative of the charge that you will pay. You may obtain more information about the charge that would apply to you by contacting your financial representative for a personalized illustration.

(2) For Non-Preferred Indebtedness, the Loan Interest Rate is 5.0% during Policy years 1-10 and 4.0% during Policy years 11 and later. For Preferred Indebtedness, the Loan Interest Rate is 3.0% during all Policy years. Any Account Value in the Loan Account will be credited with interest at an annual rate of 3.0%.

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RIDER CHARGES	WHEN CHARGE IS DEDUCTED	AMOUNT DEDUCTED
<S>	<C>	<C>
Waiver of Specified Amount Disability Benefit Rider (available for policies issued on	Monthly.	Minimum Charge $0.04 per $1 of specified amount for a 20-year-old male in the first Policy year. Maximum Charge $0.199 per $1 of specified amount for a 59-year-old female in the

or before March 12, 2007) (1)		first Policy year. Charge for a representative insured $.043 per $1 of specified amount for a 27-year-old female in the first Policy year.
Waiver of Specified Amount Disability Benefit Rider (available for policies issued after March 12, 2007)	Monthly.	Minimum Charge $0.04 per $1 of specified amount for a 20-year-old male in Policy year 1. Maximum Charge $0.107 per $1 of specified amount for a 59-year-old female in Policy year 1. Charge for a representative insured $.042 per $1 of specified amount for a 27-year-old female in Policy year 1.
Term Insurance Rider (1)	Monthly.	Minimum Charge $0.0566667 per $1,000 of the net amount at risk for a 10-year-old standard non-nicotine female in the first Policy year. Maximum Charge $14.953333 per $1,000 of the net amount at risk for an 85-year-old male standard nicotine in the first Policy year. Charge for a representative insured $0.085 per $1,000 of the net amount at risk for a 27-year-old female preferred non-nicotine in the first Policy year.
Accidental Death Benefit Rider (1)	Monthly.	Minimum Charge $0.083 per $1,000 of the net amount at risk for a 10-year-old in the first Policy year. Maximum Charge $0.18 per $1,000 of the net amount at risk for a 60-year-old in the first Policy year. Charge for a representative insured $.085 per $1,000 of the net amount at risk for a 27-year-old in the first Policy year.
Deduction Amount Waiver Rider (1)	Monthly.	Minimum Charge 6.9% of the monthly deduction amount for a 20-year-old male in the first Policy year. Maximum Charge 34.5% of the monthly deduction amount for a 56-year-old female in the first Policy year. Charge for a representative insured 13.8% of the monthly deduction amount for a 27-year old female in the first Policy year.
Death Benefit Guarantee Rider (1)	Monthly.	Minimum Charge $0.01 per $1,000 of Face Amount for a 1-year-old.

		Maximum Charge $0.06 per $1,000 of Face Amount for an 80-year old. Charge for a representative insured $0.01 per $1,000 of Face Amount for a 27-year old.
Child Insurance Rider	Monthly.	The fee is $0.50 per $1,000 of coverage for all children.
Accelerated Death Benefit Rider for Terminal Illness (2)	When you exercise the benefit	Maximum Charge: $300

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(1) This charge varies based on individual characteristics. The charge shown in the table may not be representative of the charge that you will pay. You may obtain more information about the charge that would apply to you by contacting your financial representative for a personalized illustration. See the Term Insurance Rider description in the "Other Benefits" section for information you should consider when evaluating the use of the Term Insurance Rider.

(2) There is a one time charge for this rider when you exercise the benefit.

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ANNUAL FUND OPERATING EXPENSES

Each Subaccount purchases shares of the corresponding Underlying Fund at net asset value. The net asset value of an Underlying Fund reflects the investment advisory fees and other expenses of the Underlying Fund that are deducted from the assets in that Underlying Fund. These Underlying Fund expenses may vary from year to year and are more fully described in each underlying Fund's prospectus.

The first table shows the minimum and maximum total operating expenses charged by the underlying Funds expressed as a percentage of average daily net assets, for the year ended December 31, 2012.

	MINIMUM	MAXIMUM
TOTAL ANNUAL FUND OPERATING EXPENSES [expenses that are deducted from Underlying Fund assets, including management fees, distribution, and/or service (12b-1) fees and other expenses.]	0.33%	1.41%

ABOUT US

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

We are a stock life insurance company engaged in the business of writing life insurance and annuities, both individual and group, in all states of the United States, the District of Columbia and Puerto Rico, except New York. On January 1, 1998, Hartford's name changed from ITT Hartford Life and Annuity Insurance Company to Hartford Life and Annuity Insurance Company. We were originally incorporated under the laws of Wisconsin on January 9, 1956, and subsequently redomiciled to Connecticut. Our offices are located in Simsbury, Connecticut; however, our mailing address is P.O. Box 2999, Hartford, CT 06104-2999. We are ultimately controlled by The Hartford Financial Services Group, Inc., one of the largest financial service providers in the United States.

On January 2, 2013, Hartford Life Insurance Company and Hartford Life and Annuity Insurance Company (collectively, "Hartford") entered into agreements with The Prudential Insurance Company of America ("Prudential") under which Prudential will reinsure the obligations of Hartford under the variable life insurance policies and provide administration for the policies. Prudential is a New Jersey domiciled life insurance company with offices located in Newark, New Jersey. Prudential's mailing address is 213 Washington Street, Newark, NJ 07102. Prudential is ultimately controlled by Prudential Financial, Inc.

SEPARATE ACCOUNT VL I

The Sub-Accounts are subdivisions of our separate account, called Separate Account VL I. Income, gains and losses credited to, or charged against, the Separate Account reflect the Separate Account's own investment experience and not the investment experience of the Company's other assets. The Company is obligated to pay all amounts promised to policy owners under the Policy. Your assets in the Separate Account are held exclusively for your benefit and may not be used for any other liability of Hartford.

Income, gains and losses credited to, or charged against, the Separate Account reflect the Separate Account's own investment experience and not the investment experience of the Company's other assets. The assets of the Separate Account may not be used to pay any liabilities of the Company other than those arising from the Policies. The Company is obligated to pay all amounts promised to Contract Owners in accordance with the terms of the Policy.

THE FUNDS

The Sub-Accounts of the Separate Account purchase shares of mutual funds set up exclusively for variable annuity and variable life insurance products. These funds are not the same mutual funds that you buy through your stockbroker or through a retail mutual fund, but they may have similar investment strategies and the same portfolio managers as retail mutual funds. You choose the Sub-Accounts that meet your investment style.

We do not guarantee the investment results of any of the underlying Funds. Since each Underlying Fund has different investment objectives, each is subject to different risks.

The Underlying Funds may not be available in all states.

You may also allocate some or all of your premium payments to the "Fixed Account," which pays a declared interest rate. See "The Fixed Account."

Below is a table that lists the underlying Funds in which the Sub-accounts invest, each Fund's investment adviser and sub-adviser, if applicable, and each Fund's investment objective. More detailed information concerning a Fund's investment objective, investment strategies, risks and expenses is contained in each Fund's prospectus.

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FUNDING OPTION	INVESTMENT OBJECTIVE SUMMARY	INVESTMENT ADVISER/SUB-ADVISER
AIM VARIABLE INSURANCE FUNDS		
Invesco V.I. American Franchise Fund -- Series I (1)	Seeks capital growth	Invesco Advisers, Inc.
Invesco V.I. American Value Fund -- Series II (2)	Above-average total return over a market cycle of three to five years by investing in common stocks and other equity securities	Invesco Advisers, Inc.
Invesco V.I. Balanced Risk Allocation Fund -- Series I	Total return with a low to moderate correlation to traditional financial market indices	Invesco Advisers, Inc.
Invesco V.I. Comstock Fund -- Series II (3)	Seeks capital growth and income through investments in equity securities, including common stocks, preferred stocks and securities convertible into common and preferred stocks	Invesco Advisers, Inc.

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FUNDING OPTION	INVESTMENT OBJECTIVE SUMMARY	INVESTMENT ADVISER/SUB-ADVISER
Invesco V.I. Core Equity Fund -- Series I	Seeks long-term growth of capital	Invesco Advisers, Inc.
Invesco V.I. International Growth Fund -- Series I	Seeks long-term growth of capital	Invesco Advisers, Inc.
Invesco V.I. Mid Cap Core Equity Fund	Seeks long-term growth of capital	Invesco Advisers, Inc.

-- Series I		
Invesco V.I. Mid Cap Growth Fund -- Series I (4)	Seeks Capital Growth	Invesco Advisers, Inc.
Invesco V.I. Small Cap Equity Fund -- Series I	Seeks long-term growth of capital	Invesco Advisers, Inc.
ALLIANCEBERNSTEIN VARIABLE PRODUCTS SERIES FUND, INC.		
AllianceBernstein VPS International Growth Portfolio -- Class B	Seeks long-term growth of capital	AllianceBernstein, L.P.
AllianceBernstein VPS International Value Portfolio -- Class B	Seeks long-term growth of capital	AllianceBernstein, L.P.
AllianceBernstein VPS Small/Mid Cap Value Portfolio -- Class B	Seeks long-term growth of capital	AllianceBernstein, L.P.
AMERICAN FUNDS INSURANCE SERIES		
American Funds Asset Allocation Fund -- Class 2	Seeks high total return, including income and capital gains, consistent with the preservation of capital over the long term.	Capital Research and Management Company
American Funds Blue Chip Income and Growth Fund -- Class 2	Seeks to produce income exceeding the average yield on U.S. stocks generally and to provide an opportunity for growth of principal consistent with sound common stock investing.	Capital Research and Management Company
American Funds Bond Fund -- Class 2	Seeks a high level of current income as is consistent with preservation of capital.	Capital Research and Management Company
American Funds Global Growth Fund -- Class 2	Seeks long-term growth of capital	Capital Research and Management Company
American Funds Global Small Capitalization Fund -- Class 2	Seeks growth of capital over time by investing primarily in stocks of smaller companies located around the world.	Capital Research and Management Company
American Funds Growth Fund -- Class 2	Seeks to provide growth of capital	Capital Research and Management Company
American Funds Growth-Income Fund -- Class 2	Seeks long-term growth of capital and income	Capital Research and Management Company
American Funds International Fund -- Class 2	Seeks long-term growth of capital	Capital Research and Management Company
American Funds New World Fund -- Class 2	Seeks long-term capital appreciation	Capital Research and Management Company
FIDELITY VARIABLE INSURANCE PRODUCTS FUNDS		
Fidelity(R) VIP Contrafund(R) Portfolio -- Service Class 2	Seeks long-term capital appreciation	Fidelity Management & Research Company Sub-advised by FMR Co., Inc. and other Fidelity affiliates

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FUNDING OPTION	INVESTMENT OBJECTIVE SUMMARY	INVESTMENT ADVISER/SUB-ADVISER
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Fidelity(R) VIP Equity-Income Portfolio -- Initial Class	Seeks reasonable income. Fund will also consider potential for capital appreciation	Fidelity Management & Research Company Sub-advised by FMR Co., Inc. and other Fidelity affiliates
Fidelity(R) VIP Equity-Income Portfolio -- Service Class 2	Seeks reasonable income. Fund will also consider potential for capital appreciation	Fidelity Management & Research Company Sub-advised by FMR Co., Inc. and other Fidelity affiliates
Fidelity(R) VIP Freedom 2010 Portfolio -- Service Class 2	Seeks high total return with a secondary objective of principal preservation as the fund approaches its target date and beyond	Strategic Advisers, Inc.
Fidelity(R) VIP Freedom 2020 Portfolio -- Service Class 2	Seeks high total return with a secondary objective of principal preservation as the fund approaches its target date and beyond	Strategic Advisers, Inc.
Fidelity(R) VIP Freedom 2030 Portfolio -- Service Class 2	Seeks high total return with a secondary objective of principal preservation as the fund approaches its target date and beyond	Strategic Advisers, Inc.
Fidelity(R) VIP Mid Cap Portfolio -- Service Class 2	Seeks long-term growth of capital	Fidelity Management & Research Company Sub-advised by FMR Co., Inc. and other Fidelity affiliates
FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST		
Franklin Income Securities Fund -- Class 2	Seeks to maximize income while maintaining prospects for capital appreciation	Franklin Advisers, Inc. Sub-advised by Templeton Investment Counsel, LLC
Franklin Small Cap Value Securities Fund -- Class 2	Seeks long-term total return	Franklin Advisory Services, LLC
Franklin Strategic Income Securities Fund -- Class 1	Seeks a high level of current income, with capital appreciation over the long term as a secondary goal	Franklin Advisers, Inc.

Mutual Global Discovery Securities Fund -- Class 2	Seeks capital appreciation	Franklin Mutual Advisers, LLC Sub-advised by Franklin Templeton Investment Management Limited
Mutual Shares Securities Fund -- Class 2	Seeks capital appreciation, with income as a secondary goal	Franklin Mutual Advisers, LLC
Templeton Foreign Securities Fund -- Class 2	Seeks long-term capital growth	Templeton Investment Counsel, LLC
Templeton Global Bond Securities Fund -- Class 2	Seeks high current income, consistent with preservation of capital, with capital appreciation as a secondary consideration	Franklin Advisers, Inc.
Templeton Growth Securities Fund -- Class 2	Seeks long-term capital growth	Templeton Global Advisors Limited
HARTFORD HLS SERIES FUND II, INC.		
Hartford Growth Opportunities HLS Fund -- Class IA	Seeks capital appreciation	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP

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FUNDING OPTION	INVESTMENT OBJECTIVE SUMMARY	INVESTMENT ADVISER/SUB-ADVISER
Hartford U.S. Government Securities HLS Fund -- Class IA	Seeks to maximize total return while providing shareholders with a high level of current income consistent with prudent investment risk	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
HARTFORD SERIES FUND, INC.		
Hartford Balanced HLS Fund -- Class IA (5)	Seeks long-term total return	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
Hartford Capital Appreciation HLS Fund -- Class IA	Seeks growth of capital	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP

Hartford Disciplined Equity HLS Fund -- Class IA	Seeks growth of capital	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
Hartford Dividend and Growth HLS Fund -- Class IA	Seeks a high level of current income consistent with growth of capital	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
Hartford Global Growth HLS Fund -- Class IA	Seeks growth of capital	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
Hartford Global Research HLS Fund -- Class IA	Seeks long-term capital appreciation	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
Hartford High Yield HLS Fund -- Class IA	Seeks to provide high current income, and long-term total return	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
Hartford Index HLS Fund -- Class IA	Seeks to provide investment results which approximate the price and yield performance of publicly traded common stocks in the aggregate.	Hartford Funds Management Company, LLC Sub-advised by Hartford Investment Management Company
Hartford International Opportunities HLS Fund -- Class IA	Seeks long-term growth of capital	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
Hartford MidCap HLS Fund -- Class IA+	Seeks long-term growth of capital	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
Hartford MidCap Value HLS Fund -- Class IA+	Seeks long-term capital appreciation	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
Hartford Money Market HLS Fund -- Class IA*	Seeks maximum current income consistent with liquidity and preservation of capital	Hartford Funds Management Company, LLC Sub-advised by Hartford Investment Management Company

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FUNDING OPTION	INVESTMENT OBJECTIVE SUMMARY	INVESTMENT ADVISER/SUB-ADVISER
<S>	<C>	<C>
Hartford Small Company HLS Fund -- Class IA	Seeks growth of capital	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
Hartford Stock HLS Fund -- Class IA	Seeks long-term growth of capital	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
Hartford Total Return Bond HLS Fund -- Class IA	Seeks a competitive total return, with income as a secondary objective	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
Hartford Value HLS Fund -- Class IA	Seeks long-term total return	Hartford Funds Management Company, LLC Sub-advised by Wellington Management Company, LLP
LORD ABBETT SERIES FUND, INC.		
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
Lord Abbett Calibrated Dividend Growth Portfolio -- Class VC (6)	Seeks current income and capital appreciation	Lord, Abbett & Co. LLC
Lord Abbett Growth and Income Portfolio -- Class VC	Seeks long-term growth of capital and income without excessive fluctuations in market value	Lord, Abbett & Co. LLC
MFS(R) VARIABLE INSURANCE TRUST		
MFS(R) Investors Trust Series -- Initial Class	Seeks capital appreciation	MFS Investment Management
MFS(R) New Discovery Series -- Initial Class	Seeks capital appreciation	MFS Investment Management
MFS(R) Research Bond Series -- Initial Class	Seeks total return with an emphasis on current income, but also considering capital appreciation	MFS Investment Management
MFS(R) Total Return Series -- Initial Class	Seeks total return	MFS Investment Management
MFS(R) Value Series -- Initial Class	Seeks capital appreciation	MFS Investment Management
OPPENHEIMER VARIABLE ACCOUNT FUNDS		
Oppenheimer Capital Appreciation Fund/VA -- Service Shares	Seeks capital appreciation	OFI Global Asset Management, Inc. OppenheimerFunds, Inc.
Oppenheimer Global Fund/VA -- Service Shares (7)	Seeks capital appreciation	OFI Global Asset Management, Inc. OppenheimerFunds, Inc.
Oppenheimer Main Street Fund(R)/VA --	Seeks capital appreciation	OFI Global Asset Management, Inc.

Service Shares		OppenheimerFunds, Inc.
Oppenheimer Main Street Small Cap Fund/VA (8)	Seeks capital appreciation	OFI Global Asset Management, Inc. OppenheimerFunds, Inc.
PUTNAM VARIABLE TRUST		
Putnam VT Capital Opportunities Fund -- Class IB	Long term growth of capital	Putnam Investment Management, LLC

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FUNDING OPTION	INVESTMENT OBJECTIVE SUMMARY	INVESTMENT ADVISER/SUB-ADVISER
<S>	<C>	<C>
Putnam VT Diversified Income Fund -- Class IB	As high a level of current income as Putnam Management believes is consistent with preservation of capital	Putnam Investment Management, LLC
Putnam VT Equity Income Fund -- Class IB	Capital growth and current income	Putnam Investment Management, LLC
Putnam VT Global Equity Fund -- Class IB (a)	Capital appreciation	Putnam Investment Management, LLC Putnam Advisory Company, LLC
Putnam VT Growth and Income Fund -- Class IB	Capital growth and current income	Putnam Investment Management, LLC
Putnam VT High Yield Fund -- Class IB	High current income. Capital growth is a secondary goal when consistent with achieving high current income	Putnam Investment Management, LLC
Putnam VT Income Fund -- Class IB	High current income consistent with what Putnam Management believes to be prudent risk	Putnam Investment Management, LLC
Putnam VT International Equity Fund -- Class IB	Capital appreciation	Putnam Investment Management, LLC Putnam Advisory Company, LLC
Putnam VT Multi-Cap Growth Fund -- Class IB	Long-term capital appreciation	Putnam Investment Management, LLC
Putnam VT Small Cap Value Fund -- Class IB	Capital appreciation	Putnam Investment Management, LLC

Putnam VT Voyager Fund -- Class IB	Capital appreciation	Putnam Investment Management, LLC
THE UNIVERSAL INSTITUTIONAL FUNDS, INC.		
UIF Mid Cap Growth Portfolio -- Class II	Seeks long-term capital growth by investing primarily in common stocks and other equity securities	Morgan Stanley Investment Management Inc.

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+ Closed to new and subsequent Premium Payments and transfers of Contract Value.

* In a low interest rate environment, yields for money market funds, after deduction of Contract charges may be negative even though the fund's yield, before deducting for such charges, is positive. If you allocate a portion of your Contract Value to a money market Sub-Account or participate in an Asset Allocation Program where Contract Value is allocated to a money market Sub-Account, that portion of your Contract Value may decrease in value.

(a) Closed to all premium payments and transfers of account value for all policies issued on or after 5/1/2006.

NOTES

(1) Formerly Invesco Van Kampen V.I. American Franchise Fund -- Series I

(2) Formerly Invesco Van Kampen V.I. American Value Fund -- Series II

(3) Formerly Invesco Van Kampen V.I. Comstock Fund -- Series II

(4) Formerly Invesco Van Kampen V.I. Mid Cap Growth Fund -- Series I

(5) Formerly Hartford Advisers HLS Fund -- Class IA

(6) Formerly Lord Abbett Capital Structure Portfolio -- Class VC

(7) Formerly Oppenheimer Global Securities Fund/VA -- Service Shares

(8) Formerly Oppenheimer Main Street Small- & Mid- Cap Fund(R)/VA -- Service Shares

MIXED AND SHARED FUNDING -- Shares of the Funds may be sold to our other separate accounts and our insurance company affiliates or other unaffiliated insurance companies to serve as the underlying investment for both variable annuity contracts and variable life insurance Policies, a practice known as "mixed and shared funding." As a result, there is a possibility that a material conflict may arise between the interests of policy owners, and of owners of other contracts whose contract values are allocated to one or more of these other separate accounts investing in any one of the Funds. In the event of any such material conflicts, we will consider what action may be appropriate, including removing the Fund from the Separate Account or replacing the Fund with another Underlying Fund. There are certain risks associated with mixed and shared

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funding. These risks are disclosed in the Funds' prospectuses accompanying this prospectus.

VOTING RIGHTS -- We currently vote shares of the underlying Funds owned by the Separate Account according to the instructions of policy owners. However, if the 1940 Act or any related regulations or interpretations should change and we decide that we are permitted to vote the shares of the underlying Funds in our own right, we may decide to do so. For Sub-Accounts in which you have invested as of the record date, we will notify you of shareholder's meetings of the Funds purchased by those Sub-Accounts. We will send you proxy materials and instructions for you to provide voting instruction. We will arrange for the handling and tallying of proxies received from you or other policy owners. If you give no instructions, we will vote those shares in the same proportion as shares for which we received instructions. As a result of proportional voting, the vote of a small number of policy owners could determine the outcome of a proposal subject to shareholder vote. We determine the number of Fund shares that you may instruct us to vote by applying a conversion factor to each policy owner's unit balance. The conversion factor is calculated by dividing the total number of shares attributed to each Sub-Account by the total number of units in each Sub-Account. Fractional votes will be counted. We determine the number of shares as to which the Policy Owner may give instructions as of the record date for a Fund's shareholder meeting.

SUBSTITUTIONS, ADDITIONS, OR DELETIONS OF FUNDS -- Subject to any applicable law, we may make certain changes to the Underlying Funds offered under your Policy. We may, in our sole discretion, establish new Funds. New Funds may be made available to existing policy owners as we deem appropriate. We may also close one or more Funds to additional Premium Payments or transfers from existing Funds. We may liquidate one or more Sub-Accounts if the board of directors of any Fund determines that such actions are prudent. Unless otherwise directed, investment instructions will be automatically updated to reflect the Fund surviving after any merger or liquidation.

We may eliminate the shares of any of the funds from the Policy for any reason and we may substitute shares of another registered investment company for shares of any Fund already purchased or to be purchased in the future by the Separate Account. To the extent required by the 1940 Act, substitutions of shares attributable to your interest in a Fund will not be made until we have the approval of the SEC and we have notified you of the change.

In the event of any substitution or change, we may, by appropriate endorsement, make any changes in the Policy necessary or appropriate to reflect the substitution or change. If we decide that it is in the best interest of the Policy Owner, the Separate Account may be operated as a management company under the 1940 Act or any other form permitted by law, may be de-registered under the 1940 Act in the event such registration is no longer required, or may be combined with one or more other Separate Accounts.

FEES AND PAYMENTS WE RECEIVE FROM FUNDS AND RELATED PARTIES -- We receive substantial fees and payments with respect to the Funds that are offered through your Contract (sometimes referred to as "revenue sharing" payments). We consider these fees and payments, among a number of facts, when deciding to include a Fund that we offer through the Contract. All of the Funds on the overall menu make payments to Hartford or an affiliate. We receive these payments and fees under agreements between us and a Fund's principal underwriter transfer agent, investment adviser and/or other entities related to the Funds in amounts up to 0.55% of assets invested in a Fund. These fees and payments may include asset-based sales compensation and service fees under distribution and/or servicing plans adopted by Funds pursuant to Rule 12b-1 under the Investment Company Act of 1940. These fees and payments may also include administrative service fees and additional payments, expense reimbursements and other compensation. Hartford expects to make a profit on the amount of the fees and payments that exceed Hartford's own expenses, including our expenses of payment compensation to broker-dealers, financial institutions and other persons for selling the Contracts.

The availability of these types of arrangements creates an incentive for us to seek and offer Funds (and classes of shares of such Funds) that pay us revenue sharing. Other funds (or available classes of shares) may have lower fees and better overall investment performance.

As of December 31, 2012, we have entered into arrangements to receive administrative service payments and/or Rule 12b-1 fees from each of the following Fund complexes (or affiliated entities): AllianceBernstein Variable Products Series Funds & Alliance Bernstein Investments, American Variable Insurance Series & Capital Research and Management Company, Fidelity Distributors Corporation, Franklin Templeton Services, LLC, HL Investment Advisors, LLC, Invesco Advisors Inc., Lord Abbett Series Fund & Lord Abbett Distributor, LLC, MFS Fund Distributors, Inc. & Massachusetts Financial Services Company, Morgan Stanley Distribution, Inc. & Morgan Stanley Investment

Management & The Universal Institutional Funds, Oppenheimer Variable Account Funds & Oppenheimer Funds Distributor, Inc., and Putnam Retail Management Limited Partnership.

We are affiliated with Hartford Series Fund, Inc. and Hartford HLS Series Fund II, Inc. (collectively, the "HLS Funds") based on our affiliation with their investment advisers HL Investment Advisors, LLC and Hartford Investment Management Company. In addition to investment advisory fees, we, or our other insurance company affiliates, receive fees to provide, among other things, administrative, processing, accounting and shareholder services for the HLS Funds.

Not all Fund complexes pay the same amount of fees and compensation to us and not all Funds pay according to the same formula. Because of this, the amount of fees and payments received by Hartford varies by Fund and Hartford may receive greater or less fees and payments depending on the Funds you select. Revenue sharing payments and Rule 12b-1 fees did not

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exceed 0.50% and 0.25%, respectively, in 2012, and are not expected to exceed 0.50% and 0.25%, respectively, of the annual percentage of the average daily net assets (for instance, assuming that you invested in a Fund that paid us the maximum fees and you maintained a hypothetical average balance of $10,000, we would collect a total of $85 from that Fund). For the fiscal year ended December 31, 2012, revenue sharing payments and Rule 12b-1 fees did not collectively exceed approximately $10.7 million. These fees do not take into consideration indirect benefits received by offering HLS Funds as investment options.

THE FIXED ACCOUNT

The portion of the prospectus relating to the Fixed Account is not registered under the 1933 Act and the Fixed Account is not registered as an investment company under the 1940 Act. The Fixed Account is not subject to the provisions or restrictions of the 1933 Act or the 1940 Act and the staff of the SEC has not reviewed the disclosure regarding the Fixed Account. The following disclosure about the Fixed Account may be subject to certain generally applicable provisions of the federal securities laws regarding the accuracy and completeness of disclosure.

The Fixed Account credits at least 3.0% per year. We are not obligated to, but may, credit more than 3.0% per year. If we do, such rates are determined at our sole discretion. Hartford does not guarantee that any crediting rate above the guarantee rate will remain for any guaranteed period of time. You assume the risk that, at any time, the Fixed Account may credit no more than 3.0%.

CHARGES AND DEDUCTIONS

DEDUCTIONS FROM PREMIUM

Before your premium is allocated to the Sub-Accounts and/or the Fixed Account, we deduct a percentage from your premium for a sales load and a tax charge. The amount allocated after the deductions is called your Net Premium.

FRONT-END SALES LOAD -- We deduct a front-end sales load from each premium you pay. The current sales load is 0.00%. The front-end sales load may by used to cover expenses related to the sale and distribution of the policies. The maximum sales load is 2.50%.

TAX CHARGE -- We deduct a premium tax charge from each premium you pay. The premium tax charge covers taxes assessed against us by a state and/or other governmental entities. The range of such charge generally is between 0% and 4%.

DEDUCTIONS FROM ACCOUNT VALUE

MONTHLY DEDUCTION AMOUNTS -- Each month we will deduct an amount from your Account Value to pay for the benefits provided by your Policy. This amount is called the Monthly Deduction Amount and equals the sum of:

- the charge for the cost of insurance;

- the monthly administrative charge;

- the mortality and expense risk charge;

- the charges for additional benefits provided by rider, if any.

We will deduct the Monthly Deduction Amount on a pro rata basis from each available Sub-Account and the Fixed Account unless you choose the Allocation of Charges Option.

ALLOCATION OF CHARGES OPTION -- You may provide us with written instructions to re-direct the deduction of your policy's Monthly Deduction Amount charges that are assessed on a monthly basis to specified Sub-Account(s) and/or the Fixed Account. If you do not provide us with written instructions, or if the assets in any of the specified Sub-Accounts or the Fixed Account are insufficient to pay the charge as requested, the Monthly Deduction Amount will then be deducted on a pro rata basis from each available Sub-Account and the Fixed Account.

COST OF INSURANCE CHARGE -- The "cost of insurance" charge compensates the Company for providing insurance protection. It is deducted each month as part of the Monthly Deduction Amount and is designed to compensate the Company for the costs of paying death benefits. The charge for the cost of insurance equals:

- the cost of insurance rate per $1,000, multiplied by

- the amount at risk, divided by

- $1,000.

On any Monthly Activity Date, the amount at risk equals the Death Benefit less the Account Value on that date, prior to assessing the Monthly Deduction Amount.

Cost of insurance rates will be determined on each Policy anniversary based on our future expectations of such factors as mortality, expenses, interest, persistency and taxes. The cost of insurance rates will not exceed those based on the 1980 Commissioners' Standard Ordinary Mortality Table (ALB), Male or Female, Unismoke Table, age last birthday (unisex rates may be required in some states). A table of guaranteed cost of insurance rates per $1,000 will be included in your Policy. The maximum rates that can be charged are on the Policy specification pages of the contract. Substandard risks will be charged higher cost of insurance rates that will not exceed rates based on a multiple of 1980 Commissioners' Standard Ordinary Mortality Table (ALB), Male or Female, Unismoke Table, age last birthday (unisex rates may be required in some states and markets) plus any flat extra amount assessed. The multiple will be based on the insured's substandard rating.

Any changes in the cost of insurance rates will be made uniformly for all insureds of the same issue ages, sexes, risk classes and whose coverage has been in-force for the same length of time. No change in insurance class or cost will occur on account of deterioration of the insured's health.

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Because your Account Value and Death Benefit may vary from month to month, the cost of insurance may also vary on each Monthly Activity Date. The cost of insurance depends on your policy's amount at risk. Items which may affect the amount at risk include the amount and timing of premium payments, investment performance, fees and charges assessed, rider charges, Policy loans and death benefit changes to the Face Amount.

MONTHLY ADMINISTRATIVE CHARGE -- We deduct a monthly administrative charge from your Account Value to compensate us for issue and administrative costs of the Policy. For policies with initial face amounts less than $100,000, the current and maximum monthly administrative charge is $10.00. For policies with initial face amounts of at least $100,000, the current monthly administrative charge is $8.50, the maximum charge is $10.00.

MORTALITY AND EXPENSE RISK CHARGE -- We deduct a mortality and expense risk charge each month from your Account Value. The charge is assessed according to your Account Value attributable to the Sub-Accounts. The mortality and expense risk charge each month is equal to:

- 1/12 of the annual mortality and expense risk rate; multiplied by

- the sum of your accumulated values in the Sub-Accounts on the Monthly Activity Date, prior to assessing the Monthly Deduction Amount.

CURRENT ANNUAL MORTALITY & EXPENSE RISK RATE

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	SEPARATE ACCOUNT VALUES	
DURING POLICY YEARS	LESS THAN OR EQUAL TO $25,000	GREATER THAN $25,000

<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
1-10		1.10%				.90%	
11-20		.70%				.40%	
21+		.50%				.30%	

</Table>

The maximum mortality and expense risk rate is 1/12 of 1.20% per month. The maximum annual mortality and expense risk charge is 1.20%.

The mortality and expense risk charge compensates us for mortality and expense risks assumed under the policies. The mortality risk assumed is that the cost of insurance charges are insufficient to meet actual claims. The expense risk assumed is that the expense incurred in issuing, distributing and administering the policies exceed the administrative charges and sales loads collected. Hartford may keep any difference between the cost it incurs and the charges it collects.

RIDER CHARGE -- If your Policy includes riders, a charge applicable to the riders is made from the Account Value each month. The charge applicable to these riders is to compensate Hartford for the anticipated cost of providing these benefits and is specified on the applicable rider. The maximum charge for any rider chosen is shown on the Policy specification pages of the contract. For a description of the riders available, see "Your Policy -- Optional Supplemental Benefits."

SURRENDER CHARGE -- During the first 14 Policy years, surrender charges will be deducted from your Account Value if:

- you surrender your Policy;

- you decrease the Face Amount by a cumulative amount of more than $500,000; or

- you take a withdrawal that causes the Face Amount to decrease by a cumulative amount of more than $500,000.

The amount of surrender charge is individualized based on the Insured's age, Death Benefit Option, sex, and insurance class on the date of issue. The surrender charges by Policy year are on the Policy specification pages of the contract. The charge compensates us for expenses incurred in issuing the Policy and the recovery of acquisition costs. Hartford may keep any difference between the cost it incurs and the charges it collects. For partial surrender charges applicable to a decrease in the Face Amount or withdrawal, see "Unscheduled Increases and Decreases in the Face Amount."

CHARGES FOR THE FUNDS

The investment performance of each Fund reflects the management fee that the Fund pays to its investment manager as well as other operating expenses that the Fund incurs. Investment management fees are generally daily fees computed as a percentage of a Fund's average daily net assets as an annual rate. Please read the prospectus for each Fund for complete details.

YOUR POLICY

CONTRACT RIGHTS

POLICY OWNER, OR "YOU" -- As long as your Policy is in force, you may exercise all rights under the Policy while the insured is alive and no beneficiary has been irrevocably named.

BENEFICIARY -- The beneficiary is the person you name in the application to receive any death benefit. You may change the beneficiary (unless irrevocably named) while the insured is alive by notifying us in writing. If no beneficiary is living when the insured dies, the death benefit will be paid to you, if living; otherwise, it will be paid to your estate.

INSURED -- The insured is the person on whose life the Policy is issued. You name the insured in the application of the Policy. The Policy Owner must have an insurable interest on the life of the insured in order for the Policy to be valid under state law and for the Policy to be considered life insurance for federal income tax purposes. An insurable interest generally exists when there is a demonstrable interest in something covered by an insurance Policy, the loss of which would cause deprivation or financial loss. There must be a valid insurable interest at the time the Policy is issued. If there is not a valid insurable interest, the Policy will not provide the intended benefits. Through our

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underwriting process, we will determine whether the insured is insurable.

You may request to change the Insured's risk class to a more favorable class if the health of the Insured has improved or if the Insured no longer uses nicotine. Upon providing us satisfactory evidence, we will review the risk classification. If we grant a change in risk classification, only future cost of insurance rates will be based on the more favorable class and all other contract terms and provisions will remain as established at issue. We will not change a risk class on account of deterioration of your health.

ASSIGNMENT -- You may assign your Policy. Until you notify us in writing, no assignment will be effective against your Policy. We are not responsible for the validity of any assignment.

STATEMENTS -- We will send you a statement at least once each year, showing:

- the current Account Value, Cash Surrender Value and Face Amount;

- the premiums paid, monthly deduction amounts and any loans since your last statement;

- the amount of any Indebtedness;

- any notifications required by the provisions of your Policy; and

- any other information required by the Insurance Department of the state where your Policy was delivered.

CHANGE OF ADDRESS -- It is important that you notify us if you change your address. If your mail is returned to us, we are likely to suspend future mailings until an updated address is obtained. In addition, we may rely on third party, including the US Postal Service, to update your current address. Unless preempted by ERISA, failure to give us a current address may result in payments due and payable on your life Policy being considered abandoned property under state law, and remitted to the applicable state.

RIGHT TO EXAMINE A POLICY -- Your free look period begins on the day You receive Your Policy and ends ten days after You receive it (or longer in some states). If you properly exercise your free look, the Contract will be rescinded and We will pay you an amount equal to the greater of (a) the total premiums paid for the Policy less any Indebtedness; or (b) the sum of: i) the Account Value less any Indebtedness, on the date the returned Policy is received by Us or the agent from whom it was purchased; and, (ii) any deductions under the Policy or charges associated with the Separate Account, less applicable federal and state income tax withholding. The state in which the Policy is issued determines the free look period. You should refer to your Policy for information.

REPLACEMENTS

A "replacement" occurs when a new Policy is purchased and, in connection with the sale, an existing Policy is surrendered, lapsed, forfeited, assigned to another insurer, otherwise terminated or used in a financial purchase. A "financial purchase" occurs when the purchase of a new life insurance Policy or annuity contract involves the use of money obtained from the values of an existing life insurance Policy or annuity contract through withdrawal, surrender or loan.

There are some circumstances where replacing your existing life insurance Policy can benefit you. However, there are many circumstances where a replacement will not be in your best interest. You should carefully review the costs, benefits and features of your existing life insurance Policy against a proposed Policy to determine whether a replacement is in your best interest.

OTHER POLICY PROVISIONS

INCONTESTABILITY -- We cannot contest the Policy after it has been in force, during the Insured's lifetime, for two years from its Date of Issue, except for non-payment of premium.

Any increase in the Face Amount for which evidence of insurability was obtained, will be incontestable only after the increase has been in force, during the Insured's lifetime, for two years from the effective date of the increase.

The Policy may not be contested for more than two years after the reinstatement date. Any contest We make after the Policy is reinstated will be limited to material misrepresentations in the evidence of insurability provided to Us in the request for reinstatement. However, the provision will not affect Our right to contest any statement in the original application or a different reinstatement request which was made during the Insured's lifetime from the Date of Issue of the Policy or a subsequent reinstatement date.

SUICIDE EXCLUSION -- If, within two years from the Date of Issue, the Insured dies by suicide, while sane or insane, Our liability will be limited to the premiums paid less Indebtness and less any withdrawals.

If, within two years from the effective date of any increase in the Face Amount for which evidence of insurability was obtained, the Insured dies by suicide, while sane or insane, Our liability with respect to such increase, will be limited to the Cost of Insurance for the increase.

POLICY LIMITATIONS

ALLOCATIONS TO SUB-ACCOUNTS AND THE FIXED ACCOUNT -- You may allocate amounts to a maximum of twenty (20) investment choices including the Sub-Accounts and Fixed Account.

TRANSFERS OF ACCOUNT VALUE -- You may transfer amounts among the Fixed Account and the Sub-Accounts subject to a charge described below. You may request transfers in writing or by calling us at 1-800-231-5453. Transfers by telephone may also be made by your authorized agent of record or other authorized representative. Telephone transfers may not be permitted in some states. We will not be responsible for losses that result from acting upon telephone requests reasonably believed to be genuine. We will employ reasonable procedures to confirm that instructions communicated by telephone are genuine. The procedures we follow for transactions initiated by

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telephone include requiring callers to provide certain identifying information. All transfer instructions communicated to us by telephone are tape recorded.

CAN YOU TRANSFER FROM ONE SUB-ACCOUNT TO ANOTHER?

You may make transfers between Sub-Accounts according to the following policies and procedures, as they may be amended from time to time.

WHAT IS A SUB-ACCOUNT TRANSFER?

A Sub-Account transfer is a transaction requested by you that involves reallocating part or all of your Account Value among the underlying Funds available in your Policy. Your transfer request will be processed as of the end of the Valuation Day that it is received in good order at our Designated Address. Otherwise, your request will be processed on the following Valuation Day. We will send you a confirmation when we process your transfer. You are responsible for verifying transfer confirmations and promptly advising us of any errors within 30 days of receiving the confirmation.

WHAT HAPPENS WHEN YOU REQUEST A SUB-ACCOUNT TRANSFER?

Many Policy Owners request Sub-Account transfers. Some request transfers into (purchases) a particular Sub-Account, and others request transfers out of (redemptions) a particular Sub-Account. In addition, some Policy Owners allocate Premium Payments to Sub-Accounts, and others request Surrenders. We combine all the daily requests to transfer out of a Sub-Account along with all Surrenders from that Sub-Account and determine how many shares of that Underlying Fund we would need to sell to satisfy all Policy Owners' "transfer-out" requests. At the same time, we also combine all the daily requests to transfer into a particular Sub-Account or Premium Payments allocated to that Sub-Account and determine how many shares of that Underlying Fund we would need to buy to satisfy all Policy Owners' "transfer-in" requests.

In addition, many of the underlying Funds that are available as investment options in our variable life policies are also available as investment options in variable annuity contracts, retirement plans, funding agreements and other products offered by us or our affiliates. Each day, investors and Policy Owners in these other products engage in similar transfer transactions.

We take advantage of our size and available technology to combine sales of a particular Underlying Fund for many of the variable annuities, variable life insurance policies, retirement plans, funding agreements or other products offered by us or our affiliates. We also combine many of the purchases of that particular Underlying Fund for many of the products we offer. We then "net" these trades by offsetting purchases against redemptions. Netting trades has no impact on the price you pay for or receive upon the purchase or sale of an investment option. This means that we sometimes reallocate shares of an Underlying Fund rather than buy new shares or sell shares of the Underlying Fund.

For example, if we combine all transfer-out (redemption) requests and Surrenders of a stock Fund Sub-Account with all other sales of that Underlying Fund from all our other products, we may have to sell $1 million dollars of that Fund on any particular day. However, if other Policy Owners and the owners of other products offered by us, want to transfer-in (purchase) an amount equal to $300,000 of that same Underlying Fund, then we would send a sell order to the Fund for $700,000 (a $1 million sell order minus the purchase order of $300,000) rather than making two or more transactions.

ARE THERE ANY CHARGES FOR TRANSFERS AMONG SUB-ACCOUNTS?

Under the Policy, we have the right to assess an Administrative Transfer Fee of up to $25 per transfer after the first transfer you make in any month. We are currently not assessing Administrative Transfer Fees.

WHAT RESTRICTIONS ARE THERE ON YOUR ABILITY TO MAKE A SUB-ACCOUNT TRANSFER?

FIRST, YOU MAY MAKE ONLY ONE SUB-ACCOUNT TRANSFER REQUEST EACH DAY. We limit each Policy Owner to one Sub-Account transfer request each Valuation Day. We count all Sub-Account transfer activity that occurs on any one Valuation Day as one "Sub-Account transfer", however, you cannot transfer the same Account Value more than once a Valuation Day.

For Example:

- If the only transfer you make on a day is a transfer of $10,000 from one Sub-Account into another Sub-Account, it would count as one Sub-Account transfer.

- If, however, on a single day you transfer $10,000 out of one Sub-Account into five other Sub-Accounts (dividing the $10,000 among the five other Sub-Accounts however you chose), that day's transfer activity would count as one Sub-Account transfer.

- Likewise, if on a single day you transferred $10,000 out of one Sub-Account into ten other Sub-Accounts (dividing the $10,000 among the ten other Sub-Account however you chose), that day's transfer activity would count as one Sub-Account transfer.

- Conversely, if you have $10,000 in Account Value distribution among 10 different Sub-Accounts and you request to transfer the Account Value in all those Sub-Accounts into one Sub-Account, that would also count as one Sub-Account transfer.

- However, you cannot transfer the same Account Value more than once in one day. That means if you have $10,000 in a Money Market Fund Sub-Account and you transfer all $10,000 into a Stock Fund Sub-Account, on that same day you could not then transfer the $10,000 out of the Stock Fund Sub-Account into another Sub-Account.

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SECOND, YOU ARE ALLOWED TO SUBMIT A TOTAL OF 20 SUB-ACCOUNT TRANSFERS EACH POLICY YEAR (THE "TRANSFER RULE") BY U.S. MAIL, VOICE RESPONSE UNIT, INTERNET, TELEPHONE, SAME DAY MAIL OR COURIER SERVICE. Once you have reached the maximum number of Sub-Account transfers, you may only submit any additional Sub-Account transfer requests (and any trade cancellation requests) in writing through U.S. Mail or overnight delivery service. In other words, Voice Response Unit, Internet, same day mail service or telephone transfer requests will not be honored. We may, but are not obligated to, notify you when you are in jeopardy of approaching these limits. For example, we may send you a letter after your 10th Sub-Account transfer to remind you about the Transfer Rule. After your 20th transfer request, our computer system will not allow you to do another Sub-Account transfer by telephone, Voice Response Unit or via the Internet. You will then be instructed to send your Sub-Account transfer request by U.S. Mail or overnight delivery service.

We reserve the right to aggregate your Contracts (whether currently existing or those recently surrendered) for the purposes of enforcing these restrictions.

The Transfer Rule does not apply to Sub-Account transfers that occur automatically as part of a Company sponsored asset allocation or Dollar Cost Averaging program. Reallocations made based on an Underlying Fund merger, substitution or liquidation also do not count toward this transfer limit. Restrictions may vary based on state law.

We make no assurances that the Transfer Rule is or will be effective in detecting or preventing market timing.

THIRD, POLICIES HAVE BEEN DESIGNED TO RESTRICT EXCESSIVE SUB-ACCOUNT TRANSFERS. You should not purchase this Policy if you want to make frequent Sub-Account transfers for any reason. In particular, don't purchase this Policy if you plan to engage in "market timing," which includes frequent transfer activity into and out of the same Underlying Fund, or frequent Sub-Account transfers in order to exploit any inefficiencies in the pricing of an Underlying Fund. Even if you do not engage in market timing, certain restrictions may be imposed on you, as discussed below:

UNDERLYING FUND TRADING POLICIES

Generally, you are subject to Underlying Fund trading policies, if any. We are obligated to provide, at the underlying Fund's request, tax identification numbers and other shareholder identifying information contained in our records to assist underlying Funds in identifying any pattern or frequency of Sub-Account transfers that may violate their trading Policy. In certain instances, we have agreed to assist an Underlying Fund, to help monitor compliance with that Fund's trading Policy.

We are obligated to follow each underlying Fund's instructions regarding enforcement of their trading Policy. Penalties for violating these policies may include, among other things, temporarily or permanently limiting or banning you from making Sub-Account transfers into an Underlying Fund or other funds within that fund complex. We are not authorized to grant exceptions to an underlying Fund's trading Policy. Please refer to each underlying Fund's prospectus for more information. Transactions that cannot be processed because of Fund trading policies will be considered not in good order.

In certain circumstances, Underlying Fund trading policies do not apply or may be limited. For instance:

- Certain types of financial intermediaries may not be required to provide us with shareholder information.

- "Excepted funds" such as money market funds and any Underlying Fund that affirmatively permits short-term trading of its securities may opt not to adopt this type of Policy. This type of Policy may not apply to any financial intermediary that an Underlying Fund treats as a single investor.

- A Fund can decide to exempt categories of Policy Owners whose policies are subject to inconsistent trading restrictions or none at all.

- Non-shareholder initiated purchases or redemptions may not always be monitored. These include Sub-Account transfers that are executed: (i) automatically pursuant to a company sponsored contractual or systematic program such as transfers of assets as a result of "dollar cost averaging" programs, asset allocation programs, automatic rebalancing programs, loans, or systematic withdrawal programs; (ii) as a result of the payment of a Death Benefit; (iii) as a result of any deduction of charges or fees under a Policy; or (iv) as a result of payments such as loan repayments, scheduled Premium Payments, scheduled withdrawals or surrenders, retirement plan Premium Payments.

POSSIBILITY OF UNDETECTED ABUSIVE TRADING OR MARKET TIMING. We may not be able to detect or prevent all abusive trading activities. For instance,

- Since we net all the purchases and redemptions for a particular Underlying Fund for this and many of our other products, transfers by any specific market timer could be inadvertently overlooked.

- Certain forms of variable annuities and types of underlying Funds may be attractive to market timers. We can not provide assurances that we will be capable of addressing possible abuses in a timely manner.

- Our policies apply only to individuals and entities that own or are Policy Owners under this Policy. However, the underlying Funds that make up the Sub-Accounts of this Policy are available for use with many different variable life insurance policies, variable annuity products and funding agreements, and they are offered directly to certain qualified retirement plans. Some of these products and plans may have less restrictive transfer rules or no transfer restrictions at all.

- In some cases, we are unable to count the number of Sub-Account transfers requested by group annuity participants co-investing in the same Funds ("Participants") or enforce the Transfer Rule because we do not keep Participants' account records for a Contract. In those cases, the Participant

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account records and Participant Sub-Account transfer information are kept by such owners or its third party service provider. These owners and third party service providers may provide us with limited information or no information at all regarding Participant Sub-Account transfers.

HOW ARE YOU AFFECTED BY FREQUENT SUB-ACCOUNT TRANSFERS?

We are not responsible for losses or lost investment opportunities associated with the effectuation of these policies. Frequent Sub-Account transfers may result in the dilution of the value of the outstanding securities issued by an Underlying Fund as a result of increased transaction costs and lost investment opportunities typically associated with maintaining greater cash positions. This can adversely impact Underlying Fund performance and, as a result, the performance of your Policy. This may also lower the Death Benefit paid to your Beneficiary.

Separate Account investors could be prevented from purchasing Underlying Fund shares if we reach an impasse on the execution of an underlying Fund's trading instructions. In other words, an Underlying Fund complex could refuse to allow new purchases of shares by all our variable product investors if the Fund and The Hartford can not reach a mutually acceptable agreement on how to treat an investor who, in a Fund's opinion, has violated the Fund's trading Policy.

In some cases, we do not have the tax identification number or other identifying information requested by a Fund in our records. In those cases, we rely on the Policy Owner to provide the information. If the Policy Owner does not provide the information, we may be directed by the Fund to restrict the Policy Owner from further purchases of Fund shares. In those cases, all participants under a plan funded by the Policy will also be precluded from further purchases of Fund shares.

LIMITATIONS ON TRANSFERS FROM THE FIXED ACCOUNT -- Except for transfers made under the Dollar Cost Averaging Program, any transfers from the Fixed Account must occur during the 30-day period following each Policy anniversary, and, the maximum amount transferred in any Policy Year will be the greater of $1,000 or 25% of the Accumulated Value in the Fixed Account on the date of the transfer. As a result of these restrictions, it can take several years to transfer amounts from the Fixed Account to the Sub-Accounts."

DEFERRAL OF PAYMENTS -- State law allows us to defer payment of any Cash Surrender Values, withdrawals and loan amounts which are not attributable to the Sub-Accounts for up to six months from the date of the request. These laws were enacted many years ago to help insurance companies in the event of a liquidity crisis. If we defer payment for more than 30 days, we will pay you interest.

CHANGES TO CONTRACT OR SEPARATE ACCOUNT

MODIFICATION OF POLICY -- The only way the Policy may be modified is by a written agreement signed by our President, or one of our Vice Presidents, Secretaries, or Assistant Secretaries.

SUBSTITUTION OF FUNDS -- We reserve the right to substitute the shares of any other registered investment company for the shares of any Fund already purchased or to be purchased in the future by the Separate Account provided that the substitution has been approved by the Securities and Exchange Commission.

CHANGE IN OPERATION OF THE SEPARATE ACCOUNT -- The operation of the Separate Account may be modified to the extent permitted by law, including deregistration under the securities laws.

SEPARATE ACCOUNT TAXES -- Currently, no charge is made to the Separate Account for federal, state and local taxes that may be allocable to the Separate Account. A change in the applicable federal, state or local tax laws which impose tax on Hartford and/or the Separate Account may result in a charge against the Policy in the future. Charges for other taxes, if any, allocable to the Separate Account may also be made.

OTHER BENEFITS

DOLLAR COST AVERAGING PROGRAM -- You may elect to allocate your Net Premiums among the Sub-Accounts and the Fixed Account pursuant to the Dollar Cost Averaging (DCA) program. The DCA program allows you to regularly transfer an amount you select from the Fixed Account or any Sub-Account into a different Sub-Account. Amounts will be transferred monthly to the other investment options in accordance with your allocation instructions. The dollar amount will be allocated to the investment options that you specify, in the proportions that you specify. If, on any transfer date, your Account Value allocated to the Dollar Cost Averaging program is less than the amount you have elected to transfer, your DCA program will terminate.

You may cancel your DCA election by notice in writing or by calling us at 1-800-231-5453. We reserve the right to change or discontinue the DCA program.

The main objective of a DCA program is to minimize the impact of short-term price fluctuations. The DCA program allows you to take advantage of market fluctuations. Since the same dollar amount is transferred to your selected investment options at set intervals, the DCA program allows you to purchase more accumulation units when prices are low and fewer accumulation units when prices are high. Therefore, a lower average cost per accumulation unit may be achieved over the long term. However, it is important to understand that the DCA program does not assure a profit or protect against investment loss.

STATIC ASSET ALLOCATION MODELS

This feature allows you to select your portfolio of Funds based on your risk tolerance, time horizon and investment objectives. Based on these factors, you can select one of several asset allocation models, with each specifying percentage allocations among various Funds available under your Policy ("model portfolios"). These model portfolios are based on generally accepted investment theories that take into account the historic returns of different asset classes (e.g., equities, bonds or cash)

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over different time periods. We make available educational information and materials (e.g., pie charts, graphs, or case studies) that can help you select a model portfolio, but we do not recommend models or otherwise provide advice as to what model portfolio may be appropriate for you.

You choose how much of your Account Value you want to invest in this program. You can also combine this program with the Dollar Cost Averaging Program (subject to restrictions). Your investments under the program will be rebalanced at the specified frequency (quarterly, semi-annual or annual) you choose to reflect the model portfolio's original percentages, thereby eliminating imbalances resulting from market movements and/or partial Surrenders. We have no discretionary authority or control over your investment decisions. These model portfolios are based on then available Funds and do not include the Fixed Account. You may participate in only one model portfolio at a time.

You will not be provided with information regarding periodic updates to the Funds and allocation percentages in the model portfolios, and we will not reallocate your Account Value based on those updates. Information on updated model portfolios may be obtained by contacting your Financial Professional. Investment alternatives other than these model portfolios are available that may enable you to invest you Account Value with similar risk and return characteristics. When considering a model portfolio for your individual situation, you should consider your other assets, income and investments in addition to this Policy.

ASSET REBALANCING -- Asset Rebalancing is another type of asset allocation program in which you customize your Sub-Accounts to meet your investment needs. You select the Sub-Accounts and the percentages you want allocated to each Sub-Account. Based on the frequency you select, your model will automatically rebalance to the original percentages chosen. You can only participate in one model at a time.

IMPACT OF FUND CHANGES ON DCA PROGRAM, ASSET ALLOCATION PROGRAM AND ASSET REBALANCING PROGRAM -- Certain Fund changes may impact these programs. If a Fund (merging Fund) contained in one of these programs merges into another Fund (surviving Fund) and we do not receive alternative instructions from you, we will automatically replace the merging fund with the surviving fund for each of the programs. If a Fund contained in one of these programs is liquidated, unless other instructions are received, we will automatically move the Policy value of the liquidated fund to the current money market fund for each of these programs.

OPTIONAL SUPPLEMENTAL BENEFITS -- The optional supplemental benefits discussed below are among the options that may be included in a Policy by rider, subject to the restrictions and limitations set forth in the rider. The cost for any optional rider you select depends on the issue age, sex, and risk class of the person insured under the Policy and the amount of benefit provided by the rider. The maximum cost for the rider will be stated in your Policy on the Policy specifications pages.

- WAIVER OF SPECIFIED AMOUNT DISABILITY BENEFIT RIDER (AVAILABLE FOR POLICIES ISSUED ON OR BEFORE MARCH 12, 2007) -- In the event the person insured by the Policy becomes totally disabled, we will credit the Policy with an amount equal to the benefit defined in your Policy for as long as the insured remains totally disabled. The charge for this rider will continue to be deducted from the Account Value during the total disability of the person insured by the Policy until the rider terminates.

- WAIVER OF SPECIFIED AMOUNT DISABILITY BENEFIT RIDER (AVAILABLE FOR POLICIES ISSUED AFTER MARCH 12, 2007) -- If the Insured becomes totally disabled you may have a difficult time paying the life insurance premiums. Under this rider, we will credit the Policy with an amount specified in your Policy until the Insured attains age 65, or at least two years, if longer. The rider is only available at Policy issuance and there is a charge for this rider.

- TERM INSURANCE RIDER -- You may purchase a Term Insurance Rider on yourself as a base insured or on your family members. Under this Rider, we will pay the term life insurance benefit when the covered insured dies, according to the terms of your Policy and the Rider. You may elect this Rider when you purchase your Policy or on any Policy Anniversary. Hartford may require proof of insurability before we issue this Rider. If your Policy offers a No Lapse Guarantee, the face amount of the Term Insurance Rider is generally not covered by the No Lapse Guarantee.

  In deciding whether to use the Term Insurance Rider as part of the total coverage under the Policy on the base insured, you should consider the following factors regarding your policy's costs and benefits. If you choose to combine flexible permanent insurance coverage with a Term Insurance Rider on the life of the base insured, the Rider provides additional temporary coverage at a cost that may be lower than if you purchased this term life insurance through a separate term life Policy and the policy's cash surrender value available to you may be higher because there are no surrender charges associated with the Rider. Some Policy monthly charges do not apply to the face amount of the Term Insurance Rider, therefore, using Term Insurance Rider coverage on the base insured may reduce the total amount of premium needed to sustain the total death benefit over the life of the Policy. Under some funding scenarios where the minimum death benefit insurance is increased to meet the definition of life insurance, the use of the Term Insurance Rider may have the effect of increasing the total amount of premium needed to sustain the total death benefit over the life of the Policy.

  The compensation paid to your representative may be lower when the Term Insurance Rider is included as part of your total coverage than when your total coverage does not include the Term Insurance Rider.

  You may wish to ask your representative for additional customized sales illustrations to review the impact of using Term Insurance Rider coverage in various combinations for your insurance protection needs.

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- ACCIDENTAL DEATH BENEFIT RIDER -- This rider provides additional insurance coverage in the event of the accidental death of the insured. The rider terminates following the insured's 70th birthday.

- DEDUCTION AMOUNT WAIVER RIDER -- We will waive the Monthly Deduction Amount if the insured becomes totally disabled. This will help keep your Policy in force. Rider benefits are not available if insured becomes disabled after age 65. Rider benefits may vary for individuals between the ages of 60 and 65. See Policy rider for more details.

- COST OF LIVING ADJUSTMENT RIDER -- We will increase your Face Amount without evidence of insurability on every second anniversary of this rider. Face Amount increases are based on increases in the consumer price index, subject to certain limitations. If you do not accept an increase, this rider is terminated and no future increases will occur. There is no charge for this rider.

- ACCELERATED DEATH BENEFIT RIDER FOR TERMINAL ILLNESS -- In the event an insured's life expectancy is 12 months (24 months in some states) or less, we will pay a lump sum accelerated death benefit at your request subject to certain limitations and proof of eligibility. The benefit percentage is set at issue. The maximum charge for this rider is $300 (one time charge when benefit exercised).

- DEATH BENEFIT GUARANTEE RIDER -- You may elect a guarantee period to age 65 up to the lifetime of the Policy. We will guarantee your death benefit remains in effect as long as you pay at least the required Death Benefit Guarantee Premium on a cumulative basis for the guarantee period elected. In addition to the required premium there is a per $1,000 charge for this rider.

- CHILD INSURANCE RIDER -- This rider provides term life insurance coverage on all the eligible children of the insured under the Policy. We will pay the term life insurance death benefit amount you elect under this rider upon receipt of due proof of death of an insured child. To receive a death benefit, an insured child must be more than 16 days old but not yet 25 years old. Requirements to become an insured child are described in the rider. There is a per $1,000 charge for this rider that covers all the children. This rider may not be available in all policies.

Riders may not be available in all states.

POLICY SETTLEMENT OPTIONS

Proceeds from your Policy may be paid in a lump sum or may be applied to one of the available settlement options listed in your Policy. At the time proceeds are payable, the Beneficiary can select the method of payment.

SAFE HAVEN PROGRAM OPTION -- If the Death Benefit payment is $10,000 or greater, the Beneficiary may elect to have their death proceeds paid through our Safe Haven Program ("Safe Haven Program"). Under the Safe Haven Program, the proceeds remain in Our General Account and the Beneficiary will receive a draft book. Proceeds are guaranteed by the claims paying ability of the Company; however, it is not a bank account and is not insured by Federal Deposit Insurance Corporation (FDIC). The Beneficiary can write one draft for the total amount of the payment, or keep the money in the General Account and write drafts as needed. We will credit interest at a rate determined by us. For federal income tax purposes, the Beneficiary will be deemed to have received the lump sum payment on transfer of the Death Benefit Proceeds to the General Account. Any interest paid to the Beneficiary (Accountholder) will be taxable to the Beneficiary (Accountholder) in the tax year that it is credited. We may not offer the Safe Haven Account in all states and we reserve the right to discontinue offering it at any time. Although there are no direct charges for the Safe Haven Program, Hartford earns investment income from the proceeds under the program. The investment income earned is likely more than the amount of interest we credit to the Beneficiary (Accountholder) and Hartford may make a profit from the difference.

The minimum amount that may be placed under the following settlement options is $5,000, subject to our then-current rules. Once payments under the Second Option or the Third Option begin, no surrender may be made for a lump sum settlement in lieu of the life insurance payments. The following payment options are available to you or your beneficiary. Your beneficiary may choose a settlement option.

FIRST OPTION -- INTEREST INCOME

Payments of interest at the rate we declare (but not less than 2% per year) on the amount applied under this option. You may request these payments to be made monthly, quarterly, semi-annually or annually. At any time you may request to receive the lump sum of the money that we are holding.

SECOND OPTION -- INCOME OF FIXED AMOUNT

Equal payments of the amount chosen until the amount applied under this option (with interest of not less than 2% per year) is exhausted. You may request these payments to be made monthly, quarterly, semi-annually or annually. The final payment will be for the balance remaining.

THIRD OPTION -- PAYMENTS FOR A FIXED PERIOD

An amount payable monthly for the number of years selected, which may be from one to 30 years.

The Policy provides for guaranteed dollar amounts of monthly payments for each $1,000 applied under the three payment options.

The tables in your Policy for the First, Second and Third Options are based on a net investment rate of 2% per annum. We may, however, from time to time, at our discretion if mortality appears more favorable and interest rates justify, apply other tables which will result in higher monthly payments for each $1,000 applied under one or more of the three payment options.

Other arrangements for income payments may be agreed upon.

CLASS OF PURCHASERS

REDUCED CHARGES -- The Policy is available for purchase by individuals, corporations and other entities. We may reduce or waive certain charges described above where the size or nature

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of such sales results in savings to us with respect to sales, underwriting, administrative or other costs. Eligibility for these reductions will be determined by factors that We believe are relevant to the expected reduction of our expenses. Some of these reductions may be guaranteed and others may be subject to modification. We may modify, from time to time on a uniform basis, both the amounts of reductions and the criteria for qualification. Reductions in these charges will not be unfairly discriminatory against any person, including the affected policy owners invested in the Separate Account.

HOW POLICIES ARE SOLD

We have entered into a distribution agreement with our affiliate, Hartford Equity Sales Company, Inc., ("HESCO"), under which HESCO serves as principal underwriter for the policies which are offered on a continuous basis. HESCO is registered with the Securities and Exchange Commission under the 1934 Act as a broker-dealer and is a member of the FINRA. The principal business address of HESCO is the same as ours.

HESCO has entered into selling agreements with affiliated and unaffiliated broker-dealers, and financial institutions ("Financial Intermediaries") for the sale of the policies. We pay compensation to HESCO for sales of the policies by Financial Intermediaries. Polices will be sold by individuals who have been appointed by us as insurance agents and who are financial professional of Financial Intermediaries ("Financial Professional").

We list below types of arrangements that help to incentivize sales people to sell our products. These types of arrangements could be viewed as creating conflicts of interest.

Financial Intermediaries receive commissions as described below. Certain selected Financial Intermediaries also receive additional compensation (described below under "Additional Payments"). All or a portion of the payments we make to Financial Intermediaries may be passed on to Financial Professional according to a Financial Intermediaries' internal compensation practices.

Affiliated broker-dealers also employ individuals called "wholesalers" in the sales process. Wholesalers typically receive compensation that is based on the type of Policy or optional benefits sold.

We pay commissions that vary with the selling agreements and are based on "Target Premiums" that we determine. "Target premium" is a hypothetical premium that is used only to calculate commissions. It varies with the death benefit option you choose and the issue age, gender and underwriting class of the insured. During the first Policy Year, the maximum commission we pay is 120.5% of the premium up to the Target Premium. The maximum commission for the amount in excess of the Target Premium in the first Policy Year is 4.97%. In Policy Years 2 and later, the maximum commission we pay is 4% of Target Premium and 3%

on premiums above the Target Premium.

Your Financial Professional typically receives a portion of the compensation paid to his or her Financial Intermediary in connection with the Policy, depending on the particular arrangements between your Financial Professional and their Financial Intermediary. We are not involved in determining your Financial Professional's compensation. A Financial Professional may be required to return all or a portion of the commissions paid if the Policy terminates prior to the policy's thirteenth month-a-versary.

Check with your Financial Professional to verify whether your account is a brokerage account or an advisory account. Your interests may differ from ours and your Financial Professional (or the Financial Intermediary with which they are associated). Please ask questions to make sure you understand your rights and any potential conflicts of interest. If you are an advisory client, your Financial Professional (or the Financial Intermediary with which they are associated) can be paid by both you and by us based on what you buy. Therefore, profits, and your Financial Professional's (or their Financial Intermediary's) compensation, may vary by product and over time. Contact an appropriate person at your Financial Intermediary with whom you can discuss these differences.

- ADDITIONAL PAYMENTS. Subject to FINRA and Financial Intermediary rules, we (or our affiliates) also pay the following types of additional payments to among other things encourage the sale of this Policy. These additional payments could create an incentive for your Financial Professional, and the Financial Intermediary with which they are associated, to recommend products that pay them more than others.

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ADDITIONAL PAYMENT TYPE	WHAT PAYMENT IS USED FOR
ASSET-BASED COMMISSIONS	WE PAY CERTAIN FINANCIAL INTERMEDIARIES AND WHOLESALERS BASED ON THE ACHIEVEMENT OF CERTAIN SALES OR ASSETS UNDER MANAGEMENT TARGETS.
MARKETING EXPENSE ALLOWANCES	WE PAY MARKETING ALLOWANCES TO FINANCIAL INTERMEDIARIES TO HELP PAY OR REIMBURSE SALES MARKETING AND OPERATIONAL EXPENSES ASSOCIATED WITH THE POLICIES.

GIFTS AND ENTERTAINMENT	WE (OR OUR AFFILIATES) PROVIDE ANY OR ALL OF THE FOLLOWING: (1) OCCASIONAL MEALS AND ENTERTAINMENT; (2) OCCASIONAL TICKETS TO SPORTING EVENTS; AND (3) NOMINAL GIFTS (NOT TO EXCEED $100 ANNUALLY).
PROMOTIONAL PAYMENTS	WE (OR OUR AFFILIATES) MAY PAY FOR: (A) ACCESS: SUCH AS ONE-ON-ONE WHOLESALER VISITS; (B) SUPPORT: SUCH AS HARDWARE AND SOFTWARE, OPERATIONAL AND SYSTEMS INTEGRATION, SALES AND SERVICE DESK TRAINING, JOINT MARKETING CAMPAIGNS, CLIENT OR PROSPECT SEMINAR SPONSORSHIPS, BROKER-DEALER EVENT ADVERTISING/PARTICIPATION, SPONSORSHIP OF SALES CONTESTS AND/OR PROMOTIONS IN WHICH PARTICIPANTS RECEIVE PRIZES SUCH AS TRAVEL AWARDS, MERCHANDISE AND RECOGNITION; AND/OR SPONSORSHIP OF DUE DILIGENCE MEETINGS; EDUCATIONAL, SALES OR TRAINING SEMINARS, CONFERENCES AND PROGRAMS; AND, (C) MISCELLANEOUS: SUCH AS EXPENSE ALLOWANCES AND REIMBURSEMENTS; OVERRIDE PAYMENTS AND BONUSES; AND/OR MARKETING SUPPORT FEES (OR ALLOWANCES) FOR PROVIDING ASSISTANCE IN PROMOTING THE SALE OF OUR VARIABLE PRODUCTS.
MARKETING EFFORTS	WE PAY FOR SPECIAL MARKETING AND DISTRIBUTION BENEFITS SUCH AS: INCLUSION OF OUR PRODUCTS ON FINANCIAL INTERMEDIARY'S "PREFERRED LIST"; PARTICIPATION IN OR VISIBILITY AT NATIONAL AND REGIONAL CONFERENCES; ACCESS TO FINANCIAL PROFESSIONALS; LINKS TO OUR WEBSITE FROM THE FINANCIAL INTERMEDIARY WEBSITES; AND ARTICLES IN FINANCIAL INTERMEDIARY PUBLICATIONS HIGHLIGHTING OUR PRODUCTS AND SERVICES.

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For the year ended December 31, 2012, Hartford and its affiliates paid approximately $3,700,000 in Additional Payments to Financial Intermediaries in conjunction with the promotion and support of individual life policies.

In addition, for the year ended December 31, 2012, Hartford, HESCO and their affiliate, Hartford Life and Annuity Insurance Company, paid $5,400,000 in Additional Payments to an affiliated Financial Intermediary, Woodbury Financial Services, Inc. (an indirect wholly-owned subsidiary of Hartford).

As of December 31, 2012, we have entered into arrangements to make Additional Payments to the following Financial Intermediaries: 1st Global Capital Corporation, A F Crissie & Co. Ltd, AIA Insurance Agents Inc., A-Advantage Insurance Service Inc., AIA Insurance Agency Ltd, AIM Insurance, AXA Network LLC, Accurate Insurance Inc., Adirondack Trading Group LLC, Adkins Insurance Solutions LLC, Adler Belmont Dye Insurance Services Inc., Advance Insurance Agency, Advanced Advisor Group LLC, Advanced Insurance Resources, Agency Two Insurance Marketing Group, All American Insurance Inc., All Nebraska Insurance, AllPro Insurance Agency LLC, Allabout Insurance, Allegheny Investments Ltd, Allen Financial Advisors, Alliance Insurance Services Inc., Allstate Financial Services LLC, American Business & Professional Program, American Financial & Auto Service, American Health Insurance Inc., American Portfolios Financial

Services, Americu Services, Ameriprise Financial Services Inc., Ameritas Investment Corp., Amtmann & Associates, Anderson Insurance Associates LLC, Anderson and Green Insurance, Andrew Garrett Inc., Armada Advisors Inc., Arvest Asset Management, Associated Insurance Brokers Inc., Associated Services Insurance Inc., Associates of Clifton Park, Association & Society, Atchison Insurance Agency Inc., Auerbach & Gussin Insurance, Austin Reilley & Doud Insurance Services, Axa Advisors LLC, Axios Advisory Group Ltd, B & K Associates Inc., B & M Financial Systems Inc., BC Ziegler and Company, BB&T Insurance Services Inc., BBVA Compass Insurance Agency Inc., BC Insurance LLC, BK Insurance Group LLC, BPU Investment Group Inc., Bamboo Financial LLC, Bancwest Investment Services Inc., Bank Of America, Battles Insurance Agency Inc., Beaconsfield Financial Services, Bearence Management Group LLC, Beaumont & Stork Inc., Beckett Taylor Insurance LLC, BenTrust Financial, Beneficial Services Inc., Benefits By Design Inc., Benefits Plus Inc., Benjamin F Edwards & Co. Inc., Berkfield & Co. Ltd, Berthel Fisher & Co Financial Services, Best Insurance Brokerage LLC, Betty Davis Insurance Agency LLC, Blake Barnes Insurance Services, Blakeslee & Blakeslee, Boca Benefits Consulting Group, Boda Financial Group Inc., Bomford Couch & Wilson, Bosc Inc., Brase Insurance Agency Inc., Brasher Insurance Group, BrokersXpress LLC, Brown & Brown of Florida Inc., Brown Brown & Gomberg, Brown-Hiller-Clark & Associates, Brownlie Braden Parrish & Rei, Bryanmark Financial Group Inc., Burgess Demarco & Flick Insurance, Burnley Wilson Associates, Burns Brooks & Mcneil, Burt Moss & Assoc Inc., Business Financial Group LLC, Byron Udell & Associates Inc., CT Lowndes & Company, CBIZ Insurance Services Inc., CCO Investment Services Corp., CES Insurance Agency Inc., CFP Inc., CIA Insurance Agency Inc., CIG Securities Inc., CLA USA Inc., CMS National Services LLC, CP Smith Enterprises Inc., CPS Insurance Services, CSC Insurance Professionals Inc., CT Solutions Ltd, Cadaret Grant & Co. Inc., Calderwood Financial Strategies, Cambridge Financial Services Inc., Caminiti Insurance Group LLC, Cantella & Co Inc., Capital Advisors, Capital Analysts Inc., Capital Financial Services Inc., Capital Guardian LLC, Capital Investment Group Inc. Capital One Agency LLC, Capital One Investment Services Corp., Capital Strategies Group Inc., Capital Synergy Partners, Carlisle Fields & Co LLC, Carter Terry & Company Inc., Cary Street Partners LLC, Cassedy Insurance Agency Inc., Cbiz Special Risk Insurance Services Inc., Centaurus Financial Inc.,

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Center Street Securities Inc., Central FL Wealth Mgmt Inc., Central Ridge Insurers LLC, Central Trust Co., Central Washington Insurance, Century Securities Assoc Inc., Certus NW Inc., CFPLLC LLC, Chap Arnold Insurance Agency Inc., Charles James Cayias Insurance, Charles L Crane Agency, Chase Investment Services, Citigroup Global Markets Inc., Citizens Bank & Trust, Clarity Wealth Development, Clarke & Sampson Inc., Clay Paul Insurance Agency Inc., Coaching Financial Concepts Inc., Coburn & Meredith Inc., Coda Insurance Group LLC, Colonial Insurance Agency Inc., Comerica Securities Inc., Commerce Brokerage Services Inc., Commercial Insurance Brokers LLC, Commonwealth Financial Network, Community Brokers Insurance Group, Community Insurance Agency, Comp Consulting Companies LLC, Compass Financial & Insurance Services Inc., Comprehensive Asset Management Services, Consolidated Life Producers, Consumer Insurance Advocates Inc., Contessa Insurance, Copeland Agency LLC, Cornerstone Financial Group, Costanza Agency Inc., Costello Insurance Agency Inc., Crest Insurance Group LLC, Cross Limited Partnership, Crown Capital Securities, Crump Life Insurance Services Inc., Cuna Brokerage Service, Cuso Financial Services, Cynsam Inc., DL Downs Inc., D Lasman Insurance Services Inc., DML Jr. Inc., DA Davidson & Co Inc., DH Hill Securities LLP, DMA Insurance Services Inc., DSA Risk Management LLC, Daniel & Henry CO, Daniel Inc., David Insurance Agency Inc., David Lerner Associates Inc., Davis Insurance Agency Inc., Davis Life Insurance Agency, Delta Trust Investments Inc., Dennis J Gilbert Inc., Dewitt Insurance Agency, Dinser Financial Group, Disbennett Financial Services LLC, Dobbs & Brinkman Inc., Domler Fletcher Insurance Agency LLC, Donahue Thomas P & Associates LLC, Donna Frazier LLC, Donnelly Steen & Co., Dorsey & Company Inc., EJ Berriz & Assoc Insurance Service Inc., EDI Financial, Inc., ELS & Associates Inc., Eamon Walsh Inc., Earl G Chesson Inc., Eastern Financial of WV, Eckenrode Financial Group, Edelman Wealth Management Group, Edward D Jones & Co., Edward Watkins & Associates, Ehlert Financial Group Inc., Eichlitz Dennis Wray & Westheimer Agency, Elite One Insurance Services, Employers Benefit Group LLC, Equity Services Inc., Essex National Securities Inc., Etoms Inc., Exclusive Marketing Org. Inc., Executive Insurance Agecy of OH, F & I Insurance Service, FSC Securities Corp., Falconsure Inc., Farris Insurance, Fenstra Insurance, Fiducia Financial & Insurance Services Inc., Fifth Third Securities Inc., Financial Architects, Financial Independence Group Inc., Financial Network Investment Corp., Financial Planning Consultants, Finns JM & J Insurance Agency, Fintegra LLC, First Allied Securities, First American Insurance, First Brokerage America LLC, First Choice Insurance Services Inc., First Dakota Inc., First Financial Group Inc., First Heartland Capital Inc., First Heartland Corp., First Investors Corporation, First South Financial Services, First Southeast Investment Services, First Tennessee Brokerage, First Western Securities Inc., Fitts Agency

Inc., Forest Financial Group Inc., Foresters Equity Services Inc., Forney Financial Solutions LLC, Fortune Insurance Group LLC, Founders Financial Securities, LLC, Fowler Insurance Agency Inc., Freeman Financial Services Inc., Freundt & Associates Insurance Services, Frost Brokerage Services Inc., Fulcrum Securities Inc., Futurecare Financial Group Inc., GBS Insurance and Financial Services, GFS Inc., GSTLG Advisors LLC, Gallagher Benefit Services Inc., Geneos Wealth Management, Inc., Genworth Financial Securities Corp., Gerald S Jamgochian LLC, Gibson Insurance, LLC, Gilroy Kernan & Gilroy, Girard Securities Inc., Glenn Harris & Associates, Global Insurance Agency Inc., Golden Circle Insurance Agency, Great Nation Investment Corp., Gruber & Assoc Ltd, H & H Insurance Agency Inc., H Beck Inc., H C & C Inc., HD Vest Investment Services., HSBC Securities USA Inc., Hadel Financial Advisors Inc., Halo Group LLC, Hanasab Insurance Services Inc., Hancock Insurance Agency, Harrison Insurance & Financials Ltd, Harvest Capital LLC, Hawkins Insurance Services Inc., Hazlett Burt & Watson, Healthplan Services Inc., Hecht & Hecht L&H Insurance Agency Inc., Hendrickson Insurance Services Inc., Hester Heitel & Associates, High and Associates Inc., Hightower Securities, LLC, Hoffman Insurance Agency Inc., Hoover & Assoc Financial Services Inc., Hornor Townsend Kent Inc., Howard W Phillips & Co., Hub Int'l Midwest Limited, Huntington Investment Co., IBN Financial Services Inc., IFA Benefits LLC, ILG First Meridian LLC, ING Financial Partners Inc., INS Group, IWC Benefit Insurance Services Corporation, Idaho Financial Group Inc., Independent Agents Inc., Infinex Investments Inc., Innovative Wealth Strategies, Ins. Benefits Network LLC, Ins Center Inc., Ins Guys Insurance Services Inc., Ins Smith Agency LLC, Insurance Land Insurance Service, Insurance Pro Agencies, Insurance Shop LLC, Integrated Insurance Solutions, Intervest International Equities Corp., Invest Financial Corp., Investment Centers Of America, Investment Planners Inc., Investment Professionals Inc., Investors Capital Corp., J J B Hilliard W L Lyons LLC, J M Barry & Assoc LLC, J W Cole Financial Inc., J.P. Perry Insurance, JMJ Consulting Inc., Jackson Dieken and Associates Agency Inc., Jackson Financial, James E Campbell Jr. Inc., James F Hurley Insurance Agency Corp., Jamieson Capital LLC, Jesan Financial Group, Jesse Trevino Insurance Agency, Jim Morrison Financial Services Inc., John C Eichler & Associates, Johnson & Strachan & Corp., Jonathan Hind Financial Group, Joshua Holdings Agency Corp., KPLL Private Wealth Inc., Kansas City Insurance Agency, Keister & Keister Agency Inc., Kerxton Insurance Agency Inc., Key Investment Services LLC, Keybanc Capital Markets Inc., Keycorp Insurance Agency USA Inc., Kiefer Financial Group, Kirnco Insurance Group, Koefod Insurance Agency, Kollas Inc., Kovack Securities Inc., LDS Wealth Advisors LTD, LM Kohn & Company, LPL Financial Corporation, Laginess Insurance Agency Inc., Lambent Risk Management Services Inc., Landolt Securities Inc., Landwehr Insurance Services Inc., Laredo Insurance Agency Inc., Larry Gustafson & Assoc LLC, Larry Murphy Insurance Agency, Lasalle St. Securities LLC, Lecain

Family Insurance & Financial, Lee & Associates, Inc., Legacy Insurance Group LLC, Legend Equities Corp., Leigh Baldwin & Co. LLC, Lesko Securities Inc., Liberty Bank, Liberty Benefits Group LLC, Liberty Partners Financial Services Inc., Life & Legacy Group LLC, Life Brokerage Network LLC, Lifemark Securities Corp., Ligouri & Associates, Lincoln Financial Advisors, Lindsey Financial & Insurance Services, Linsco Private Ledger Insurance, Linton and

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Associates LLC, Lockton Companies LLC, Loesel Schaaf Insurance Agency, Louis Blosch Agency LLC, Luhn Mccain Insurance Agency, M & M Insurance Group Inc., M & T Securities Inc., M D Sutton Insurance Agency Inc., M Holdings Securities, Inc., M&T Bank National Association, MML Investors Services Inc., MRM Assurance Services Inc., MSF Insurance Group Inc., MWA Financial Services Inc., Madison Insurance of Virginia LLC, Maguire Financial Advisors LLC, Mariner Insurance Resources LLC, Mark J Napolin & Associates, Inc., Martin Insurance Group LLC, Masterplan Consulting, Mavco Insurance Agency Inc., McLeod Insurance Inc., McNair & Associates, Mcgee Financial Solutions LLC, Mcgregor Insurance Group LLC, Mclaughlin Ryder Investments, Melcher & Prescott Agency, MerCap Securities LLC, Merrill Lynch & Co., Metlife Securities Inc., Michigan Securities, Inc., Mid Atlantic Securities Inc., Middendorf Insurance Association Inc., Midland Insurance Services Inc., Mobile Assurance Services LLC, Monaghan Tilghman & Hoyle, Monarch Insurance Services Inc., Money Concepts Capital Corp., Monroe & Monroe Insurance, Moors & Cabot Inc., Moreton Insurance of Idaho Inc., Morgan Keegan & Co Inc., MorganStanley SmithBarney LLC, Mound Agency Of Ohio Inc., Multi-Financial Securities Corporation, Multiple Financial Services Inc., Murray & Murray Insurance Agency Inc., Mutual Insurance Assoc Inc., Mutual of Omaha Investor Services Inc., Mutual Trust Company, NBC Securities Inc., NFP Securities Inc., NIA Securities LLC, NWM Financial Services Inc., NY Long Term Care Brokers Ltd, National Insurance Brokerage, National Planning Corp., National Securities Corp., New England Financial Services Inc., New West Insurance LLC, New World Financial & Insurance Services, New York Life Insurance Co. Inc., Newton Consulting LLC, Next Financial Group Inc., Northrup Corporation, Northwest Financial Exchange Inc., Northwestern Mutual Investment Services, Nuttall & Assoc. Insurance Agency Inc., Ollis & Co Inc., Omega Financial Group Ltd, One Resource Group Corp., Oneamerica Securities Inc., Oppenheimer & Co., Inc., P & C Insurance Services Inc., PFG Holding Inc., PJ Robb Variable Corp., PKA Financial Group Inc., PSI Insurance Agency LLC, Pachki Inc., Pacific West Securities Inc., Pack Insurance Consultants Inc., Packerland Brokerage Services Inc., Paradise Valley Wealth Management Inc., Park Avenue Securities, LLC, Partners Insurance Agency Inc., Partners Wealth Management Inc., Payne Financial Group, Inc., Pegasus Financial Group Inc., Peoples Securities Inc., Perfetto Chester Agency Inc., Philip R Warne Insurance Agency Inc., Pine Avenue Partners LLC, Pino Insurance Agency LLC, Planning Corp of America, Platinum Wealth Management Group, Pond Insurance Agency LTD, Power Group Company LLC, Pratt Kutzke Associates LLP, Premier Brokerage Services Inc., Prime Capital Services Inc., Primevest Financial Services Inc., Princor Financial Services Corp., Prior Lake State Agency, Proequities Inc., Prospera Financial Services, Pruco Securities LLC, Purshe Kaplan Sterling Investments, Pyramid Insurance Centre Ltd, Questar Capital Corp., R & R Group Insurance Services, RC Knox & Company Inc., R D Marketing Group Inc., R S Krizek, R Seelaus & Co. Inc., R&M Smith Financial Partners Inc., RBC Capital Markets Corp., RMIN Holding Corp. Inc., RSC Financial Products LLC, Rackley Insurance Agency Inc., Rampart Financial Services Inc., Raymond James Financial Services, Redel Insurance Agency Inc., Renaissance Benefit Advisors, Retirement Planners & Tax Consultants, Retirement Advisory Group, Richard B Ryon Insurance, Richards Seeley Agency, Ridgeway & Conger, Inc., River Falls Insurance Center, River Valley Insurance Group, RiverStone Insurance Agency, Riverstone Wealth Management Inc., Robert Hensley & Associates LLC, Robert L Bubb & Co. Inc., Robert W Baird & Co. Inc., Roy H Reeve Agency Inc., Royal Alliance Associates, Royal Securities Co., S & T Insurance Group LLC, SWS Financial Services, SAL Financial Services, SBS Insurance Agency of FL Inc. (AK), SII Investments Inc., SWBC Insurance Services Inc., Sagepoint Financial Inc., Salem Advisory Group LLC, Sargent Inc., Sbhu Life Agency Inc., Schneider Agency Inc., Schroeder Insurance, Securian Financial Services Inc., Securities America Inc., Shana Insurance Services Corp., Shepard and Walton Life Insurance Agency Inc., Sheridan Road Insurance LLC, Sierra Insurance Marketing LLC, Sigma Financial Corp., Signator Investors Inc., Signature Securities Group, Sims & Renner Insurance LLC, Ska-Life Agency Inc., Small Business Insurance Agency Insurance, Smith Brothers Insurance, Song Hong & Assoc Agency, South Valley Wealth Management, Southwest Securities, Inc., Spengler Stewart Agency, Spire Securities, LLC, Steamboat Insurance Group, Steck Cooper & Co., Stephens Inc., Sterling Benefits Group, LLC, Sterne Agee & Leach, Stifel Nicolaus & Co. Inc., Strand Atkinson Williams & York Inc., Strategic Benefits, Stuckey Insurance Agency, Summit Financial Group, SunTrust Investment Services, Sunset Financial Services Inc., Swan Financial Services, Symetra Investment Services, TA Cummings Jr. Co. Inc., THG Insurance Agency Inc., The Annuity Depot Agency Ltd, The Chesson Company Inc., The Friedman Company, The Investment Center Inc., The

Leaders Group Inc., The Mahoney Group, The Nash Agency, Inc., The ON Equity Sales Company, The Orthon Group Inc., The Reilly Co. LLC, The Robinson Group Inc., The Wadsworth Group, The Weisman Group, Third Financial Inc., Thomas Brady & Associates Insurance, Thomas Fierst Insurance Agency, Thorbahn & Associates Insurance Agency, Tim Johnson & Associates Inc., TimeCapital Securities Corp., Tis Insurance Services Inc., Total Coverage Insurance Services LLC, Total Insurance Services, Tower Square Securities Inc., Transamerica Financial Advisors Inc., Transworld Financial Group Inc., Treiber Agency Group LLC, Tremblay Financial, Triad Advisors Inc., Tricor Financial Services, Trustfirst, Trustmont Financial Group Inc., Twfg Insurance Services Inc., US Bancorp Insurance Services, USA Financial Services Inc., USCA Securities LLC, Ulster Insurance Services Inc., UnionBanc Investment Services, United Equity Insurance LLC, United Planners Financial Services, United Security Agency Inc., United Valley Insurance Services Inc., Universal Lines Insurance Services, University Agency Inc., Uvest Financial Services Group Inc., VSR Financial Service Investment, Valmark Securities Inc., Vaughan Insurance Group Inc., Viable Ventures Inc., Vincent L Braband Insurance Inc., WD Barry LP, WS Insurance Services LLC, Wachovia Insurance Agency Inc., Waddell & Reed Inc., Wagner Financial Services, Walker Bros Insurance Inc., Walker Financial LLC,

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Wall Street Financial Group, Wallace Insurance Services Inc., Walnut Street Securities Inc., Ward Brokerage Assoc LLC, WatchTower Insurance Agency, Waterford Investor Services Inc., Wayne Hummer Investments LLC, Wealth Innovations LLC, Wealthvest Marketing Inc., Weaver Bros Insurance Associates, Wedbush Morgan Securities Inc., Weekes & Callaway Inc., Wells Fargo Insurance Inc., Wesbanco Securities Inc., Western Inter Securities Inc., Western Rivers Corp., Westmark Financial Services Inc., Wheeler Insurance Agency LLC, White-Hill Insurance Services Inc., Wholehan Marketing Assoc., Inc., Wickline Insurance Associates, Widener Insurance Agency Inc., Wiklund & Bond Financial Services Inc., Wilcox Jones & McGrath Inc., Wilde Wealth Management Inc., William Knight Insurance Agency Inc., Windsor Insurance Associates, Inc., Winslow Evans & Crocker Inc., Wiseman & Assoc. Financial Services Ltd, Woodbury Financial Services Inc., Woodlands Securities Corp., World Choice Securities Inc., World Equity Group Inc., Wunderlich Securities Inc., Yoder Insurance

Agency & Financial, Zinn & Mahoney Insurance Group Inc., Zweidinger & Assoc Ltd.

PREMIUMS

APPLICATION FOR A POLICY -- To purchase a Policy you must submit an application to us. Within limits, you may choose the initial Face Amount. policies generally will be issued only on the lives of insureds age 85 and under who supply evidence of insurability satisfactory to us. Acceptance is subject to our underwriting rules and we reserve the right to reject an application for any reason. No change in the terms or conditions of a Policy will be made without your consent. The minimum initial premium is the amount required to keep the Policy in force for one month, but not less than $50, $25 if paying by automatic draft from your checking account.

Your Policy will be effective on the Policy date only after we receive all outstanding delivery requirements and the initial premium payment. The Policy date is the date used to determine all future cyclical transactions on the Policy, such as Monthly Activity Date and Policy years.

PREMIUM PAYMENT FLEXIBILITY -- You have flexibility as to when and in what amounts you pay premiums. Prior to Policy issue, you can choose a planned premium, within a range we determined, based on the Face Amount and the insured's sex (except where unisex rates apply), issue age and risk classification. We will send you premium notices for planned premium. Such notices may be sent on an annual, semi-annual or quarterly basis. You may also have premium payments automatically deducted monthly from your checking account. When we receive scheduled or regular premium payments from you through pre-authorized transactions such as, checking deduction (ACH), payroll deduction or through a government allocation arrangement, a summary of these transactions will appear on your annual statement and you will not receive a confirmation statement after each transaction. The planned premium and payment mode you select are shown on your policy's specifications page. You may change the planned premium at any time, subject to our minimum amount rules then in effect.

After the first premium has been paid, your subsequent premium payments are flexible. The actual amount and frequency of payment will affect the Account Value and could affect the amount and duration of insurance provided by the Policy. Your Policy may lapse if the value of your Policy becomes insufficient to cover the Monthly Deduction Amounts. In such case you may be required to pay additional premiums in order to prevent the Policy from terminating. For details see, "Lapse and Reinstatement."

You may pay additional premiums at any time prior to the scheduled maturity date, subject to the following limitations:

- The minimum premium that we will accept is $50 or the amount required to keep the Policy in force.

- We reserve the right to require evidence of insurability for any premium payment that results in an increase in the death benefit greater than the amount of the premium.

- Any premium payment in excess of $1,000,000 is subject to our approval.

In some cases, applying a subsequent premium payment in a Policy year could result in your Policy becoming a modified endowment contract (MEC) (See Federal Tax Considerations section for additional information on MEC policies). If we receive a subsequent premium payment that would cause the Policy to become a MEC, we will follow these procedures:

- If the premium is received more than 20 calendar days prior to the Policy Anniversary Date or if it is greater than your planned premium, we will apply the premium to the Policy. We will notify you in writing that your Policy has become a MEC and provide you with the opportunity to correct the MEC status as specified in the notice. You have 2 weeks from the date of the notice to respond.

- If we receive the premium within 20 calendar days prior to the Policy anniversary date and it is less than or equal to the planned premium, the premium payment will be considered not in good order. We will hold the payment without interest and credit it to the Policy on the Policy anniversary date. If the Policy anniversary date is not a Valuation Date, the payment will then be credited on the next Valuation Date following the Policy anniversary. The owner will be notified of our action after the premium payment has been credited.

These procedures may not apply if there has been a material change to your Policy that impacts the 7-pay limit or 7-pay period because the start of the 7-pay year may no longer coincide with your Policy anniversary.

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In some cases, applying a subsequent premium payment in a Policy year could cause your Policy to fail the definition of life insurance. If we receive a subsequent premium payment that would cause the Policy to fail the definition of life insurance, the premium payment will be considered not in good order and we will follow these procedures:

- If the premium is received more than 20 calendar days prior to the Policy Anniversary Date or if it is greater than your planned premium, we will return the excess premium payment to you and await further instructions.

- If we receive the premium within 20 calendar days prior to the Policy anniversary date and it is less than or equal to the planned premium, we will hold the payment without interest and credit the premium payment on the Policy anniversary date. If the Policy anniversary date is not a Valuation Date, the payment will then be credited on the next Valuation Date following the Policy. The owner will be notified of our action after the premium payment has been credited.

ALLOCATION OF PREMIUM PAYMENTS

Any Premiums we receive prior to the issuance of the Policy will be held in a non-interest bearing suspense account during the underwriting process. With respect to any initial premium payment received before the contract date and any premium payment that is not in good order, we may temporarily hold the Premium in a suspense account and we may earn interest on such amount. You will not be credited interest during that period. The monies held in the suspense account may be subject to claims of our general creditors. The premium payment will not be reduced nor increased due to market fluctuations during that period. After the Policy is issued, premium payments are not applied to the Policy until they are received in good order at the addresses below or received by us via wire.

INITIAL NET PREMIUM -- During the application process, you choose how you want to allocate your initial Net Premium among the Sub-Accounts and the Fixed Account on the premium allocation form. Any Net Premium received by us in good order prior to the end of the Right to Examine Period, will be allocated to the Hartford Money Market HLS Fund Sub-Account based on the next computed value of the Hartford Money Market HLS Fund Sub-Account. Upon the expiration of the Right to Examine Period, we will automatically allocate the value in the Hartford Money Market HLS Fund to the Fixed Account (if applicable) and the Sub-Accounts according to your premium allocation instructions. (For policies issued by Hartford Life Insurance Company, if your Policy was issued as a result of a replacement, we will automatically move the money from the Hartford Money Market HLS Fund Sub-Account to the Sub-Accounts and the Fixed Account based on the instructions in the application 10 days after the Policy was issued, not at the end of the Free Look period.)

SUBSEQUENT NET PREMIUMS -- For subsequent Net Premium Payments, you may send allocation instructions to the addresses shown below in accordance with our then current procedures. If you make a subsequent premium payment and do not provide us with allocation instructions, we will allocate the premium payment among the Sub-Accounts and the Fixed Account in accordance with your most recent allocation instructions. Any allocation instructions will be effective upon receipt by us in good order and will apply only to premium payments received on or after that date. Subsequent premium payments received by us in good order will be credited to your Policy based on the next computed value of a Sub-Account following receipt of your premium payment. Net Premiums allocated to the Fixed Account will be credited to your Policy on the day business day they are received.

You may not exceed twenty (20) investment choices at any given time and the percentage you allocate to each Sub-Account and/or the Fixed Account must be in whole percentages.

HOW TO SEND PREMIUM PAYMENTS:

MAIL

You should send premium payments to the following lockbox address:

The Prudential Insurance Company of America,
as administrator for The Hartford
PO Boxes 64270, 64272 and 64275
St. Paul, MN 55164

or

To our Individual Life Operations Center at:

The Prudential Insurance Company of America,
as administrator for The Hartford
500 Bielenberg Drive
Woodbury, MN 55125

WIRE

You may also arrange to pay your premium payments by wire. To wire payments call 1-800-231-5453 or email LifeService@Hartfordlife.com.

Mailed premium payments not sent to either of the addresses stated above will be considered not in good order. We will reroute the payment and apply it on the Valuation Date when it is received at the correct location and is determined to be in good order.

You will receive several different types of notifications as to what your current premium allocation is. Each transaction confirmation received after we receive a premium payment will show how a Net Premium has been allocated. Additionally, each quarterly statement summarizes the current premium allocation in effect for such Policy.

If your most recent premium allocation instructions include a Fund (merging Fund) that has been merged into another Fund (surviving Fund) and we do not receive alternative instructions, we will allocate the premium among the Sub-Accounts and the Fixed Account based on your most recent allocation instructions, except that we will apply the premium that would have been allocated to the merging Fund to the surviving Fund. If your most recent premium allocation instructions include a Fund that has been liquidated, generally, unless we receive alternative instructions, we will automatically amend your

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allocation instructions to replace the liquidated fund with the Money Market Fund.

ACCUMULATION UNITS -- Net Premiums allocated to the Sub-Accounts are used to credit accumulation units to such Sub-Accounts.

The number of accumulation units in each Sub-Account to be credited to a Policy (including the initial allocation to the Hartford Money Market HLS Fund Sub-Account) and the amount to be credited to the Fixed Account will be determined, first, by multiplying the Net Premium by the appropriate allocation percentage in order to determine the portion of Net Premiums or transferred Account Value to be invested in the Fixed Account or the Sub-Account. Each portion of the Net Premium or transferred Account Value to be invested in a Sub-Account is then divided by the accumulation unit value in a particular Sub-Account next computed following its receipt. The resulting figure is the number of accumulation units to be credited to each Sub-Account.

ACCUMULATION UNIT VALUES -- The accumulation unit value for each Sub-Account will vary to reflect the investment experience of the applicable Fund and will be determined on each Valuation Day by multiplying the accumulation unit value of the particular Sub-Account on the preceding Valuation Day by the net investment factor for that Sub-Account for the Valuation Period then ended. The net investment factor for each of the Sub-Accounts is equal to the net asset value per share of the corresponding Fund at the end of the Valuation Period (plus the per share amount of any dividend or capital gain distributions by that Fund in the Valuation Period then ended) divided by the net asset value per share of the corresponding Fund at the beginning of the Valuation Period.

All valuations in connection with a Policy, (i.e., with respect to determining Account Value, in connection with Policy loans, or in calculation of death benefits, or with respect to determining the number of accumulation units to be credited to a Policy with each premium payment other than the initial premium payment) will be made on the date the request or payment is received by us in good order at the Individual Life Operations, provided such date is a Valuation Day; otherwise such determination will be made on the next succeeding date which is a Valuation Day. Requests for Sub-Account transfers or premium payments received on any Valuation Day in good order after the close of the NYSE or a non-Valuation Day will be invested on the next Valuation Day.

ACCOUNT VALUES -- Each Policy will have an Account Value. There is no minimum guaranteed Account Value.

The Account Value of a Policy changes on a daily basis and will be computed on each Valuation Day. The Account Value will vary to reflect the investment experience of the Sub-Accounts, the interest credited to the Fixed Account and the Loan Account, and the Monthly Deduction Amounts, Net Premiums paid, and any withdrawals taken.

A policy's Account Value is related to the net asset value of the Funds associated with the Sub-Accounts, if any, to which Net Premiums on the Policy have been allocated. The Account Value in the Sub-Accounts on any Valuation Day is calculated by, first, multiplying the number of accumulation units in each Sub-Account as of the Valuation Day by the then current value of the accumulation units in that Sub-Account and then totaling the result for all of the Sub-Accounts. A policy's Account Value equals the policy's value in all of the Sub-Accounts, the Fixed Account, and the Loan Account. A policy's Cash Value is equal to the Account Value less any applicable surrender charges. A policy's Cash Surrender Value, which is the net amount available upon surrender of the Policy, is the Cash Value less any Indebtedness. See "Accumulation Unit Values," above.

We will pay death proceeds, Cash Surrender Values, partial withdrawals, and loan amounts allocable to the Sub-Accounts within seven calendar days after we receive all the information needed to process the payment, unless the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the Commission, Commission declares that an emergency exists or the Commission by order permits the postponement of payment to protect Policy Owners.

DEATH BENEFITS AND POLICY VALUES

DEATH BENEFIT -- Your Policy provides for the payment of the death proceeds to the named beneficiary upon receipt of due proof of the death of the insured. Your Policy will be effective on the Policy date only after we receive all outstanding delivery requirements and the initial premium payment. You must notify us in writing as soon as possible after the death of the insured. The death proceeds payable to the beneficiary equal the death benefit less any Indebtedness and less any due and unpaid Monthly Deduction Amount occurring during a grace period. The death benefit depends on the death benefit option you select.

DEATH BENEFIT OPTIONS -- There are two death benefit options available at issue: the Level Death Benefit Option and the Return of Account Value Death Benefit Option. Subject to the minimum death benefit described below, the death benefit under each option is as follows:

- Under the Level Death Benefit Option, the current Face Amount.

- Under the Return of Account Value Option, the current Face Amount plus the Account Value.

OPTION CHANGE -- You may change your death benefit option by notifying us in writing. Any change will become effective on the Monthly Activity Date following the date we receive your request. If you elect to change to the Level Death Benefit Option, the Face Amount will become that amount available as a death benefit immediately prior to such option change. If this change results in a Face Amount that exceeds our guidelines and limitations that may be in effect, you must provide evidence

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of insurability satisfactory to Us. If you elect to change to the Return of Account Value Option, the Face Amount will become the amount available as a death benefit immediately prior to such option change, minus the then-current Account Value. You may change from the Return of Account Value Option to a third option called the Decreasing Death Benefit Option. The Decreasing Death Benefit Option is the current Face Amount, plus the lesser of: (a) the Account Value on the date We receive due proof of the insured's death; or (b) the Account Value on the date the death benefit option was changed from the Return of Account Value Option to the Decreasing Death Benefit Option. Changing your death benefit option may result in a Surrender Charge. You should consult a tax adviser regarding the possible adverse tax consequences resulting from a change in your death benefit option.

MINIMUM DEATH BENEFIT -- The Policy must satisfy a death benefit compliance test to qualify as life insurance under section 7702 of the Internal Revenue Code. The test effectively requires that the death benefit always be equal to or greater than the Account Value multiplied by a certain percentage. Your Policy has a minimum death benefit. We will automatically increase the death benefit so that it will never be less than the Account Value multiplied by the minimum death benefit percentage for the then current year. This percentage varies according to the Policy year and insured's issue age, sex (where unisex rates are not used) and insurance class. This percentage will never be less than 100% or greater than 1400%. The specified percentage applicable to you is listed on the specifications page of your Policy.

EXAMPLES OF MINIMUM DEATH BENEFIT

	A	B
Face Amount	$100,000	$100,000
Account Value	46,500	34,000
Specified Percentage	250%	250%
Death Benefit Option	Level	Level

In Example A, the death benefit equals $116,250, i.e., the greater of $100,000 (the Face Amount) or $116,250 (the Account Value at the date of death of $46,500, multiplied by the specified percentage of 250%). This amount, less any outstanding Indebtedness, constitutes the death proceeds payable to the beneficiary.

In Example B, the death benefit is $100,000, i.e., the greater of $100,000 (the Face Amount) or $85,000 (the Account Value of $34,000, multiplied by the specified percentage of 250%).

VALID DEATH CLAIMS -- The Company will pay the death proceeds (death benefit less indebtedness) to the beneficiary normally within seven days after proof of death of the insured is received by us, at the Individual Life Operations Center, and the Company has: 1) verified the validity of the claim; 2) received all required beneficiary forms and information; 3) completed all investigations of the claim; and 4) determined all other information has been received and is in good order.

UNSCHEDULED INCREASES AND DECREASES IN FACE AMOUNT -- At any time after the first Policy year, you may request in writing to change the Face Amount. The minimum amount by which the Face Amount can be increased or decreased is based on our rules then in effect.

We reserve the right to limit the number of increases or decreases made under a Policy to no more than one in any 12 month period.

All requests to increase the Face Amount must be applied for on a new application and accompanied by your Policy. All requests will be subject to evidence of insurability satisfactory to us. Any increase approved by us will be effective on the Monthly Activity Date shown on the new Policy specifications page, provided that the Monthly Deduction Amount for the first month after the effective date of the increase is made. If you elect to increase your Face Amount, the increase will result in an overall increase of charges because the amount of insurance coverage has increased.

A decrease in the Face Amount will be effective on the Monthly Activity Date following the date we receive your request in writing. The remaining Face Amount must not be less than that specified in our minimum rules then in effect. If during the surrender charge period, your Accumulated Face Amount decrease exceeds $500,000, a partial surrender charge will be assessed.

The surrender charge assessed will be a percentage of the Policy level surrender charge. This percentage will be calculated as follows:

For a decrease that results in total Face Amount decreases to exceed $500,000, the percentage equals (a) divided by (b) where;

(a) is the sum of all Face Amount decreases to date, and

(b) is the sum of the initial Face Amount and all increases in Face Amount.

For any subsequent decrease, the percentage equals the amount of the current Face Amount decrease divided by the current Face Amount immediately prior to the decrease.

The surrender charge assessed will be deducted from your Account Value on the Monthly Activity Date on which the decrease becomes effective. We will also reduce the surrender charges applicable to future Policy years and provide you a revised schedule of surrender charges. You will never be charged more than the maximum charge indicated in the fee table.

CHARGES AND POLICY VALUES -- Your Policy values decrease due to the deduction of Policy charges. Policy values may increase or decrease depending on investment performance. Investment expenses and fees reduce the investment performance of the Sub-Accounts. Fluctuations in your account value may have an effect on your death benefit. If your Policy lapses, the Policy terminates and no death benefit will be paid.

MAKING WITHDRAWALS FROM YOUR POLICY

SURRENDER -- Provided your Policy has a Cash Surrender Value, you may surrender your Policy to us. We will pay you the Cash Surrender Value. Our liability under the Policy will cease as of the date of we receive your request in writing at our Designated Address or the date you request your surrender, (our current administration rules allow a Policy Owner to designate a future surrender date, no more than ten calendar days from the date we receive the request), whichever is later.

WITHDRAWALS -- One withdrawal is allowed per calendar month. Withdrawals may be subject to a surrender charge, see "Surrender Charge." You may request a withdrawal in writing. The minimum withdrawal allowed is $250. The maximum partial withdrawal is the Cash Surrender Value, minus $1,000. If the death benefit option then in effect is the Level Death Benefit Option, the Face Amount will be reduced by the amount of any partial withdrawal. Unless specified, the withdrawal will be deducted on a pro rata basis from the Fixed Account and the Sub-Accounts. If You request a withdrawal to be taken from specified investment choices and there is insufficient value in a choice to satisfy your request, then the withdrawal will be taken on a pro rata basis across all investment choices. You may be assessed a charge of up to $10 for each partial withdrawal.

We will normally pay You the amount of the Withdrawal or Cash Surrender Value, less any taxes and applicable charges, within seven calendar days of Our receipt of a good order request. We may, however, delay payment of amounts from the Sub-Accounts if the New York Stock Exchange is closed for other than a regular holiday or weekend, trading is restricted by the Commission, the Commission declares that an emergency exists or the Commission by order permits the postponement of payment to protect Policy Owners. In addition, we may delay payment of proceeds that are not attributable to the Sub-Accounts for up to six months for the date of Our receipt of a good order request.

LOANS

AVAILABILITY OF LOANS -- At any time while the Policy is in force and has a Cash Surrender Value, You may obtain a loan from Us. We will hold the Policy as sole security for repayment of any such loans taken. We may defer granting a loan, for the period permitted by law but not more than six months, unless the loan is to be used to pay premiums on any policies You have with Us. The minimum loan amount that we will allow is $250. In Tennessee, there is no minimum.

When you take a loan, an amount equal to the loan is transferred from your investment choices to the Loan Account as collateral.

Unless you specify otherwise, all loan amounts will be transferred on a pro rata basis from the Fixed Account and each of the Sub-Accounts to the Loan Account.

If total Indebtedness equals or exceeds the Cash Value on any Monthly Activity Date, the Policy will then go into default. See "Lapse and Reinstatement."

PREFERRED INDEBTEDNESS -- If, at any time your Account Value exceeds the total of all premiums paid since issue, a portion of your Indebtedness may qualify as preferred. Preferred Indebtedness is charged a lower interest rate than non-preferred Indebtedness. The maximum amount of preferred Indebtedness is the amount by which the Account Value exceeds the total premiums paid and is determined on each Monthly Activity Date.

LOAN REPAYMENTS -- You can repay all or any part of a loan at any time while your Policy is in force and the insured is alive. The amount of your Policy loan repayment will be deducted from the Loan Account. It will be allocated among the Fixed Account and Sub-Accounts in the same percentage as premiums are allocated. All loan repayments must be clearly marked as such. Any payment not clearly marked as a loan repayment will be considered to be a premium payment.

EFFECT OF LOANS ON ACCOUNT VALUE -- A loan, whether or not repaid, will have a permanent effect on your Account Value and Death Benefit. This effect occurs because the investment results of each Sub-Account will apply only to the amount remaining in such Sub-Accounts. In addition, the rate of interest credited to the Fixed Account will usually be different than the rate credited to the Loan Account. The longer a loan is outstanding, the greater the effect on your Account Value is likely to be. Therefore, it is generally advisable to use any Premium Payments made to the Policy while a loan is outstanding to repay the loan. Such effect could be favorable or unfavorable. If the Fixed Account and the Sub-Accounts earn more than the annual interest rate for funds held in the Loan Account, your Account Value will not increase as rapidly as it would have had no loan been made. If the Fixed Account and the Sub-Accounts earn less than the Loan Account, then your Account Value will be greater than it would have been had no loan been made. Additionally, if not repaid, the aggregate amount of the outstanding Indebtedness will reduce the death proceeds and the Cash Surrender Value otherwise payable.

Taking a loan may increase the risk that a Policy may lapse. If a Policy loan is outstanding when a Policy is surrendered, cancelled, or allowed to lapse, the amount of the outstanding indebtedness (plus accrued interest) will be deemed distributed and will be taxed accordingly. Before taking out a Policy loan, you should consult a tax advisor as to the potential tax consequences.

CREDITED INTEREST -- Any amounts in the Loan Account will be credited with interest at an annual rate of 3.0%.

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INTEREST CHARGED ON INDEBTEDNESS -- Interest will accrue daily on the Indebtedness at the Policy loan rate. Because the interest charged on Indebtedness may exceed the rate credited to the Loan Account, the Indebtedness may grow faster than the Loan Account. If this happens, additional collateral will be transferred to the Loan Account. The additional collateral equals the difference between the Indebtedness and the value of the Loan Account. The additional collateral, if any, will be transferred on each Monthly Activity Date from the Fixed Account and the Sub-Accounts to the Loan Account on a pro rata basis.

POLICY LOAN RATES -- The table below shows the interest rates we will charge on your Indebtedness.

<Table>
<Caption>

DURING POLICY YEARS	PORTION OF INDEBTEDNESS	INTEREST RATE CHARGED EQUALS 3.0% PLUS:
<S>	<C>	<C>
1-10	Preferred	0%
	Non-Preferred	2.0%
11 and later	Preferred	0%
	Non-Preferred	1.0%

</Table>

LAPSE AND REINSTATEMENT

LAPSE AND GRACE PERIOD -- Your Policy will be in default on any Monthly Activity Date on which either:

- The Account Value is not sufficient to cover the Monthly Deduction Amount; or

- The Indebtedness exceeds the Cash Value; and

- The No-Lapse Guarantee is not available.

A 61-day "Grace Period" will begin from the date of any Policy default. Upon default, we will mail you and any assignee written notice of the amount of premiums that will be required to continue the Policy in force. During the No-Lapse Guarantee Period, the premium required will be the lesser of a) the amount required to create a Cash Surrender Value equal to three Monthly Deduction Amounts as of the date your Policy goes into default; and b) the amount, if any, required to maintain the No-Lapse Guarantee for three months beyond the date your Policy goes into default. After the No-Lapse Guarantee Period, the premium required will be no greater than an amount that results in a Cash Surrender Value equal to three Monthly Deduction Amounts as of the date your Policy goes into default.

If the required premium set forth in the notice is not received by the end of the Grace Period and the No-Lapse Guarantee is not available, the Policy will terminate. If the No-Lapse Guarantee is available, the Policy will remain in force. For more information about the No-Lapse Guarantee, see the section entitled "No-Lapse Guarantee."

If the insured dies during the Grace Period, we will pay the death proceeds reduced by any money you owe us, such as outstanding loans, loan interest or unpaid charges.

NO-LAPSE GUARANTEE -- The Policy will remain in force as long as the No-Lapse Guarantee is available, as described below.

The No-Lapse Guarantee is available as long as:

- the Policy is in the No-Lapse Guarantee Period; and

- on each Monthly Activity Date during that period, the cumulative premiums paid into the Policy, less Indebtedness and less withdrawals from the

Policy, equal or exceed an amount known as the Cumulative No-Lapse Guarantee Premium.

The length of the No-Lapse Guarantee Period is a period that begins at issuance of your Policy and continues for the lesser of 5 years or your attainment of age 85 during which the No-Lapse Guarantee is available. The No-Lapse Guarantee is not available in New Jersey and Maryland. In Illinois, this provision is referred to as the "Policy Coverage Protection Benefit." The Cumulative No-Lapse Guarantee Premium is the premium required to maintain the No-Lapse Guarantee. Your specific No-Lapse Guarantee Premium is described on the specifications page of your Policy.

You may be required to make premium payments to keep the No-Lapse Guarantee available, as described above.

If during the No-Lapse Guarantee Period, the Face Amount is increased or decreased, or riders are added or increased, deleted or reduced, a new monthly No-Lapse Guarantee Premium will be calculated. We will send you a notice of the new Monthly No-Lapse Guarantee Premium, which will be used in calculating the Cumulative No-Lapse Guarantee Premium in subsequent months.

REINSTATEMENT -- Prior to the death of the insured, a Policy may be reinstated prior to the maturity date, provided such Policy has not been surrendered for cash, and provided further that:

- You request reinstatement in writing within five years after termination;

- You submit satisfactory evidence of insurability to us;

- any Indebtedness existing at the time the Policy was terminated is repaid or carried over to the reinstated Policy; and

- You pay a premium sufficient to cover (a) all Monthly Deduction Amounts that are due and unpaid during the Grace Period and (b) the sum of Monthly Deduction Amounts for the next three months after the date the Policy is reinstated.

If the Policy lapse occurs because the Account Value is not sufficient to cover the Monthly Deduction Amount, then the Account Value on the reinstatement date equals:

- The Cash Value on the date of Policy termination; plus

- Net Premiums attributable to premiums paid at the time of Policy reinstatement; minus

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- The Monthly Deduction Amounts that were due and unpaid during the Grace Period.

If the Policy lapse occurs because the Indebtedness exceeds the Cash Value, then the Account Value on the reinstatement date equals:

- The Cash Value on the date of Policy termination; plus

- Net Premiums attributable to premiums paid at the time of reinstatement; minus

- The Monthly Deduction Amounts that were due and unpaid during the Grace Period; plus

- The Surrender Charge at the time of reinstatement.

The Surrender Charge, if any, that will be assessed upon the surrender of any reinstated Policy, will be calculated based on the Policy duration from the original Policy Date and as though the Policy had never lapsed.

FEDERAL TAX CONSIDERATIONS

INTRODUCTION

The following summary of tax rules does not provide or constitute any tax advice. It provides only a general discussion of certain of the expected federal income tax consequences with respect to amounts contributed to, invested in or received from a Contract, based on our understanding of the existing provisions of the Internal Revenue Code ("Code"), Treasury Regulations thereunder, and public interpretations thereof by the IRS (e.g., Revenue Rulings, Revenue Procedures or Notices) or by published court decisions. This summary discusses only certain federal income tax consequences to United States Persons, and does not discuss state, local or foreign tax consequences. The term United States Persons means citizens or residents of the United States, domestic corporations, domestic partnerships, trusts or estates that are subject to United States federal income tax, regardless of the source of their income. See "Life Insurance Purchases by Nonresident Aliens and Foreign Entities," regarding life insurance purchases by non-U.S. Persons.

This summary has been prepared by us after consultation with tax counsel, but no opinion of tax counsel has been obtained. We do not make any guarantee or representation regarding any tax status (e.g., federal, state, local or foreign) of any Contract or any transaction involving a Contract. In addition, there is always a possibility that the tax treatment of a life insurance contract could change by legislation or other means (such as regulations, rulings or judicial decisions). Moreover, it is always possible that any such change in tax treatment could be made retroactive (that is, made effective prior to the date of the change). Accordingly, you should consult a qualified tax adviser for complete information and advice before purchasing a Contract.

Although this discussion addresses some of the tax consequences if you use the Contract in various arrangements, including tax-qualified retirement arrangements, deferred compensation plans, split-dollar insurance arrangements or other employee benefits arrangements, the discussion is by no means exhaustive. The tax consequences of any such arrangement may vary depending on the particular facts and circumstances of each individual arrangement and whether the arrangement satisfies certain tax qualification requirements or falls within a potentially adverse and/or broad tax definition or tax classification (e.g., for a deferred compensation or split-dollar arrangement). In addition, the tax rules affecting such an arrangement may have changed recently, e.g., by legislation or regulations that affect compensatory or employee benefit arrangements. Therefore, if you are contemplating the use of a Contract in any arrangement the value of which to you depends in part on its tax consequences, you should consult a qualified tax adviser regarding the tax treatment of the proposed arrangement and of any Contract used in it.

The federal, as well as the state and local, tax laws and regulations may require the Company to report certain transactions with respect to your contract (such as an exchange of or a distribution from the contract) to the Internal Revenue Service and state and local tax authorities, and generally to provide you with a copy of what was reported. This copy is not intended to supplant your own records. It is your responsibility to ensure that what you report to the Internal Revenue Service and other relevant taxing authorities on your income tax returns is accurate based on your books and record. You should review whatever is reported to the taxing authorities by the Company against your own records, and in consultation with your own tax advisor, and should notify the Company if you find any discrepancies in case corrections have to be made.

THE DISCUSSION SET FORTH BELOW IS INCLUDED FOR GENERAL PURPOSES ONLY. SPECIAL TAX RULES MAY APPLY WITH RESPECT TO CERTAIN SITUATIONS THAT ARE NOT DISCUSSED HEREIN. EACH POTENTIAL PURCHASER OF A CONTRACT IS ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISER AS TO THE CONSEQUENCES OF ANY AMOUNTS INVESTED IN A CONTRACT UNDER APPLICABLE FEDERAL, STATE, LOCAL OR FOREIGN TAX LAW.

TAXATION OF HARTFORD AND THE SEPARATE ACCOUNT

The Separate Account is taxed as a part of Hartford, which is taxed as a life insurance company under Subchapter L of Chapter 1 of the Code. Accordingly, the Separate Account will not be taxed as a "regulated investment company" under Subchapter M of Chapter 1 of the Code. Investment income and realized capital gains on the assets of the Separate Account (the underlying Funds) are reinvested and are taken into account in determining the value of the Accumulation Units. As

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a result, such investment income and realized capital gains are automatically applied to increase reserves based on the Policy.

Currently, no taxes are due on interest, dividends and short-term or long-term capital gain earned by the Separate Account with respect to the policies. Hartford is entitled to certain tax benefits related to the investment of company assets, including assets of the Separate Account. These tax benefits, which may include the foreign tax credit and the corporate dividends received deduction, are not passed back to you since Hartford is the owner of the assets from which the tax benefits are derived.

INCOME TAXATION OF POLICY BENEFITS -- GENERALLY

For federal income tax purposes, the policies should be treated as life insurance contracts under Section 7702 of the Code. The death benefit under a life insurance contract is generally excluded from the gross income of the

Beneficiary. However, there are exceptions to this general rule. Also, a life insurance Policy Owner is generally not taxed on increments in the contract value prior to a receipt of some amount from the Policy, e.g., upon a partial or full surrender. Section 7702 imposes certain limits on the amounts of the premiums paid and cash value accumulations in a Policy, in order for it to remain tax-qualified as a life insurance contract. We intend to monitor premium and cash value levels to assure compliance with the Section 7702 requirements.

At the time We issue the Policy, You must irrevocably elect one of the following tests to qualify the Policy as life insurance under section 7702 of the Code: (a) the cash value accumulation test; or (b) the guideline premium and cash value corridor test.

Under the cash value accumulation test, a Policy's Death Benefit must be large enough to ensure that the Policy's Account Value is never larger than the net single premium that is needed to fund future benefits under the Policy. The net single premium under the Policy varies according to the age(s), sex(es) and underwriting class(s) of the insured(s) and is calculated in accordance with section 7702 and used to determine the minimum death benefit percentages stated in the Policy.

The guideline premium and cash value corridor test is made up of two components, each of which must be satisfied in order to qualify as life insurance under section 7702. Under the guideline premium portion of the test, the total premiums you pay cannot exceed your Policy's guideline premium limit. The guideline premium limit is the greater of the guideline single premium or the sum of the guideline level premiums to date. Under the cash value corridor portion of the test, the Policy's Death Benefit may not be less than the Policy Account Value multiplied by the minimum death benefit percentages set forth in section 7702 (and stated in the Policy).

There is some uncertainty as to the proper determination of the premium limits for purposes of Section 7702 and 7702A in the case of policies involving substandard risks. We believe our method of addressing substandard risks is reasonable, but the IRS could take a contrary view. Accordingly, there is a risk that the IRS could contend that certain policies involving substandard risks fail to meet the definition of life insurance in Section 7702 or should be considered modified endowment contracts.

We also believe that any loan received under a Policy will be treated as indebtedness of the Policy Owner, and that no part of any loan under a Policy will constitute income to the Policy Owner unless the Policy is a modified endowment contract. There is a risk that the IRS could contend that certain preferred Policy loans might not be loans for tax purposes. Instead, the IRS could treat these loans as distributions from the Policy. If so, such amounts might be currently taxable. A surrender or assignment of the Policy may have tax consequences depending upon the circumstances. policy owners should consult a qualified tax adviser concerning the effect of such transactions.

During the first fifteen Policy years, an "income first" rule generally applies to distributions of cash required to be made under Code Section 7702 because of a reduction in benefits under the Policy.

FOR POLICIES WITH THE MATURITY DATE EXTENSION RIDER ONLY: The Maturity Date Extension Rider allows a Policy Owner to extend the maturity date to the date of the death of the insured. If the maturity date of the Policy is extended by rider, we believe that the Policy will continue to be treated as a life insurance contract for federal income tax purposes after the scheduled maturity date. However, due to the lack of specific guidance on this issue, the result is not certain. If the Policy is not treated as a life insurance contract for federal income tax purposes after the scheduled maturity date, among other things, the death proceeds may be taxable to the recipient. The Policy Owner should consult a qualified tax adviser regarding the possible adverse tax consequences resulting from an extension of the scheduled maturity date.

DIVERSIFICATION REQUIREMENTS

The Code requires that each Sub-Account of the Separate Account supporting your Policy be adequately diversified. Code Section 817(h) provides that a variable life insurance contract will not be treated as a life insurance contract for any period during which the investments made by the separate account or Underlying Fund are not adequately diversified. If a contract is not treated as a life insurance contract, the Policy Owner will be subject to income tax on annual increases in cash value.

The Treasury Department's diversification regulations under Code Section 817(h) require, among other things, that:

- no more than 55% of the value of the total assets of a segregated asset account underlying a variable contract is represented by any one investment,

- no more than 70% is represented by any two investments,

- no more than 80% is represented by any three investments and

-   no more than 90% is represented by any four investments.

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In determining whether the diversification standards are met, all securities of the same issuer, all interests in the same real property project, and all interests in the same commodity are each treated as a single investment. In the case of government securities, each government agency or instrumentality is treated as a separate issuer.

A separate account must be in compliance with the diversification standards on the last day of each calendar quarter or within 30 days after the quarter ends. If an insurance company inadvertently fails to meet the diversification requirements, the company may still comply within a reasonable period and avoid the taxation of contract income on an ongoing basis. However, either the insurer or the Policy Owner must agree to make adjustments or pay such amounts as may be required by the IRS for the period during which the diversification requirements were not met.

Fund shares may also be sold to tax-qualified plans pursuant to an exemptive order and applicable tax laws. If Fund shares are sold to non-qualified plans, or to tax-qualified plans that later lose their tax-qualified status, the affected Funds may fail the diversification requirements of Code Section 817(h), which could have adverse tax consequences for Contract Owners with premiums allocated to affected Funds. In order to prevent a Fund diversification failure from such an occurrence, Hartford obtained a private ruling letter ("PLR") from the IRS. As long as the Funds comply with certain terms and conditions contained in the PLR, Fund diversification will not be prevented if purported tax-qualified plans invest in the Funds. Hartford and the Funds will monitor the Funds' compliance with the terms and conditions contained in the PLR.

OWNERSHIP OF THE ASSETS IN THE SEPARATE ACCOUNT

In order for a variable life insurance contract to qualify for income tax deferral, assets in the separate account supporting the contract must be considered to be owned by the insurance company, and not by the contract owner, for tax purposes. The IRS has stated in published rulings that a variable contract owner will be considered the "owner" of separate account assets for income tax purposes if the contract owner possesses sufficient incidents of ownership in those assets, such as the ability to exercise investment control over the assets. In circumstances where the variable contract owner is treated as the "tax owner" of certain separate account assets, income and gain from such assets would be includable in the variable contract owner's gross income. The Treasury Department indicated in 1986 that, in regulations or revenue rulings, it would provide guidance on the extent to which contract owners may direct their investments to particular sub-accounts without being treated as tax owners of the underlying shares. Although no such regulations have been issued to date, the IRS has issued a number of rulings that indicate that this issue remains subject to a facts and circumstances test for both variable annuity and life insurance contracts.

Rev. Rul. 2003-92, indicates that amplified by Rev. Rul. 2007-7, where interests in a partnership offered in an insurer's separate account are not available exclusively through the purchase of a variable insurance contract (e.g., where such interests can be purchased directly by the general public or others without going through such a variable contract), such "public availability" means that such interests should be treated as owned directly by the contract owner (and not by the insurer) for tax purposes, as if such contract owner had chosen instead to purchase such interests directly (without going through the variable contract). None of the shares or other interests in the fund choices offered in our Separate Account for your Contract are available for purchase except through an insurer's variable contracts or other permitted entities.

Rev. Rul. 2003-91 indicates that an insurer could provide as many as 20 fund choices for its variable contract owners (each with a general investment strategy, e.g., a small company stock fund or a special industry fund) under certain circumstances, without causing such a contract owner to be treated as the tax owner of any of the Underlying Fund assets. The ruling does not specify the number of fund options, if any, that might prevent a variable contract owner from receiving favorable tax treatment. As a result, we believe that any owner of a Contract also should receive the same favorable tax treatment. However, there is necessarily some uncertainty here as long as the IRS continues to use a facts and circumstances test for investor control and other tax ownership issues. Therefore, we reserve the right to modify the Contract as necessary to prevent you from being treated as the tax owner of any underlying assets.

DISTRIBUTIONS OTHER THAN DEATH BENEFITS

Under existing provisions of the Code, increases in a policy owner's Investment

Value are generally not taxable to the Policy Owner unless amounts are received (or are deemed to be received) under the Policy prior to the insured's death. If the Policy is surrendered or matures, the amount received will be includable in the policy owner's income to the extent that it exceeds the policy's "basis" or "investment in the contract." (If there is any debt at the time of a surrender or maturity, then such debt will be treated as an amount distributed to the Policy Owner.) The "investment in the contract" is the aggregate amount of premium payments and other consideration paid for the Policy, less the aggregate amount received previously under the Policy to the extent such amounts received were excluded from gross income. Whether partial withdrawals (or loan or other amounts deemed to be received) from the Policy constitute income to the Policy Owner depends, in part, upon whether the Policy is considered a modified endowment contract for federal income tax purposes, as described below.

MODIFIED ENDOWMENT CONTRACTS

Code Section 7702A applies an additional limit on premiums paid, the "seven-pay" test, to life insurance contracts. The seven-pay test provides that premiums cannot be paid at a rate more rapidly than that allowed by the payment of seven annual premiums using specified computational rules described in Section 7702A(c). A modified endowment contract ("MEC") is a life insurance Policy that satisfies the Section 7702 definition of

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a life insurance contract and either (i) fails the seven-pay test of Section 7702A or (ii) is exchanged for a MEC. A Policy fails the seven-pay test if the accumulated amount paid into the Policy at any time during the first seven Policy years (or during any later seven-year test period) exceeds the sum of the net level premiums that would have been paid up to that point if the Policy provided for paid-up future benefits after the payment of seven level annual premiums. Computational rules for the seven-pay test are described in Section 7702A(c).

A new seven-pay test and seven-year test period may be applied each time that a Policy undergoes a material change, which includes an increase in the Face Amount. In addition, if there is a reduction in benefits under the Policy within any seven-year test period, the seven-pay test is applied retroactively as if the Policy always had the reduced benefit level from the start of the seven-year test period. Any reduction in benefits attributable to the nonpayment of premiums will not be taken into account for purposes of the seven-pay test if the benefits are reinstated within 90 days after the reduction.

A Policy that is classified as a MEC is eligible for certain aspects of the beneficial tax treatment accorded to life insurance. That is, the death benefit is generally excluded from income tax and increments in contract value are not subject to current income tax (prior to an actual or deemed receipt of some amount). However, if the contract is classified as a MEC, then withdrawals and other amounts received or deemed received from the contract will be treated first as withdrawals of income and then as a tax-free recovery of premium payments or other basis. Thus, withdrawals will be includable in income to the extent the contract value exceeds the unrecovered basis. Also, the income portion of any amount received or deemed received prior to age 59 1/2 is subject to an additional 10% penalty tax, with certain exceptions. The amount of any loan (including unpaid interest thereon) under the contract will be treated as an amount received from the contract for income tax and additional 10% penalty tax purposes. In addition, if the Policy Owner assigns or pledges any portion of the value of a contract (or agrees to assign or pledge any portion), then such portion will be treated as an amount received from the contract for tax purposes. The policy owner's basis in the contract is increased by the amount includable in income with respect to such assignment, pledge or loan, though it is not affected by any other aspect of the assignment, pledge or loan (including its release or repayment).

All MEC policies that are issued in the same calendar year to the same Policy Owner by the same insurer (or its affiliates) are treated as one MEC Policy for the purpose of determining the taxable portion of any loan or other amount received or deemed received that is subject to ordinary income tax or the 10% penalty tax. The adverse income tax (and 10% penalty tax) treatment of loans or other amounts received or deemed received from a MEC affects not only those amounts received or deemed received after the date on which a Policy first becomes a MEC, but also those amounts received or deemed received in anticipation of the Policy becoming a MEC. Amounts received or deemed received during the 2 years prior to such initial MEC date are automatically treated as amounts received in anticipation of MEC status.

Before assigning, pledging, or requesting a loan or other amount to be received under a Policy that is a MEC, a Policy Owner should consult a qualified tax adviser.

We have instituted procedures to monitor whether a Policy may become classified as a MEC.

ESTATE AND GENERATION SKIPPING TRANSFER TAXES

ESTATE TAX -- GENERALLY

When the insured dies, the death proceeds will generally be includable in the policy owner's estate for purposes of federal estate tax if the insured owned the Policy. If the Policy Owner was not the insured, the fair market value of the Policy would be included in the policy owner's estate upon the policy owner's death. The Policy would not be includable in the insured's estate if the insured neither retained incidents of ownership at death nor had given up ownership within three years before death.

GENERATION SKIPPING TRANSFER TAX -- GENERALLY

Under certain circumstances, the Code may impose a "generation skipping transfer tax" when all or part of a life insurance Policy is transferred to, or a death benefit is paid to, an individual two or more generations younger than the owner. Regulations issued under the Code may require us to deduct the tax from your Policy, or from any applicable payment, and pay it directly to the IRS.

FEDERAL INCOME TAX WITHHOLDING AND REPORTING

You must affirmatively elect that no taxes be withheld from a pre-death distribution. Otherwise, the taxable portion of any amounts you receive will be subject to withholding. You are not permitted to elect out of withholding if you do not provide a social security number or other taxpayer identification number. You may be subject to penalties under the estimated tax payment rules if your withholding and estimated tax payments are insufficient to cover the tax due.

EMPLOYER-OWNED LIFE INSURANCE, NON-INDIVIDUAL OWNERS AND BUSINESS BENEFICIARIES OF POLICIES

Effective for all "employer-owned life insurance contracts" issued after August 17, 2006, Code Section 101(j) provides that death benefits from an "employer-owned life insurance contract" are subject to federal income tax in excess of premiums and other amounts paid, unless certain notice and consent requirements are satisfied and an exception under Section 101(j) applies.

An "employer-owned life insurance contract" is defined as a life insurance contract which --

(i) is owned by a person engaged in a trade or business ("policyholder") under which the policyholder (or a related person) is directly or indirectly a beneficiary under the contract, and

(ii) covers the life of an insured who is an employee with respect to the trade or business of the policyholder. For these purposes, the term "employee" means all employees, including officers and highly compensated employees, as well as directors.

Notice and consent is generally satisfied if, before the contract is issued, the employee --

- is notified in writing that the policyholder intends to insure the employee's life and the maximum face amount for which the employee could be insured at the time the contract was issued,

- provides written consent to being insured under the contract and that such coverage may continue after the insured terminates employment, and

- is informed in writing that the policyholder (or a related party) will be a beneficiary of any proceeds payable upon the death of the employee.

If the notice and consent requirements are met, the death benefit of an employer-owned life insurance contract will not be taxable if an exception under Section 101(j) applies. Section 101(j) provides exceptions based on the insured's status (e.g., a director or certain highly compensated employees or an insured who was an employee at any time within the 12-month period before the insured's death) with respect to the policyholder, as well as exceptions for death benefit amounts paid to certain of the insured's heirs (e.g., the insured's estate or any individual who is the designated beneficiary of the insured under the contract (other than the policyholder)).

Section 6039I imposes annual reporting and recordkeeping requirements on employers that own one or more employer-owned life insurance contracts.

If a Policy is owned or held by a corporation, trust or other non-natural person, this could jeopardize some (or all) of such entity's interest deduction under Code Section 264, even where such entity's indebtedness is in no way connected to the Policy. In addition, under Section 264(f)(5), if a business (other than a sole proprietorship) is directly or indirectly a beneficiary of a Policy, this Policy could be treated as held by the business for purposes of the Section 264(f) entity-holder rules.

Increases in the Investment Value of a contract may be considered in the determination of the corporate alternative minimum tax ("AMT") income. Death benefit proceeds in excess of AMT basis may be included in the computation of AMT income.

Prior to purchasing a life insurance contract, a trade or business should consult with a qualified tax advisor.

LIFE INSURANCE PURCHASES BY NONRESIDENT ALIENS AND FOREIGN ENTITIES

The discussion above provides general information regarding U.S. federal income tax consequences to life insurance purchasers that are U.S. citizens or residents. Purchasers that are not U.S. citizens or residents will generally be subject to U.S. federal income tax and withholding on taxable distributions from life insurance policies at a 30% rate, unless a lower treaty rate applies and required tax forms are submitted to us. If withholding applies, we are required to withhold tax at the 30% rate, or lower treaty rate if applicable, and remit it to the IRS. In addition, purchasers may be subject to state premium tax, other state and/or municipal taxes, and taxes that may be imposed by the purchaser's country of citizenship or residence. Prior to purchasing a life insurance contract, nonresident aliens and foreign entities should consult with a qualified tax advisor.

TAX DISCLOSURE OBLIGATIONS

In some instances certain transactions must be disclosed to the IRS or penalties could apply. See for example, IRS Notice 2004-67. The Code also requires certain "material advisers" to maintain a list of persons participating in such "reportable transactions," which list must be furnished to the IRS upon request. It is possible that such disclosures could be required by Hartford, the Owner(s) or other persons involved in transactions involving life insurance contracts. It is the responsibility of each party, in consultation with their tax and legal advisors, to determine whether the particular facts and circumstances warrant such disclosure.

SPECIAL RULES FOR PENSION AND PROFIT-SHARING PLANS

If a life insurance contract is purchased by a trust or other entity that forms part of a pension or profit-sharing plan qualified under Section 401(a) of the Internal Revenue Code ("Qualified Plan") for the benefit of participants covered under the plan, the federal and state income and estate tax treatment of such policies will be somewhat different from that described this section. The purchase may also affect the qualified nature of the plan.

The plan participant of a Qualified Plan must recognize the economic benefit of the insurance protection as income each year. The amount of economic benefit is measured by an IRS Table (currently Table 2001) or by a one-year term product of the insurer that meets specific IRS parameters outlined in IRS Notice 2002-8.

The death benefit under a life insurance contract is generally excluded from the gross income of the beneficiary. When life insurance is purchased within a Qualified Plan, the amount that is received income tax free is the difference between the face amount and the cash surrender value, but only to the extent that the participant has properly recognized into income the appropriate amount of economic benefit.

A Qualified Plan is subject to the so called "incidental benefit rules." A Qualified Plan is permitted to hold life insurance, so long as the life insurance coverage is "incidental" to the primary purpose of the plan and the plan document permits the

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purchase of life insurance. Life insurance coverage is considered "incidental" if less than 50 percent of the contributions can be used to purchase whole life insurance. Generally, for term, universal or variable life insurance, no more than 25 percent of such contributions may be used. The "incidental benefit" rules may also be satisfied if the death benefit does not exceed 100 times the participant's anticipated monthly normal retirement benefit. If the Qualified

Plan does not comply with the incidental benefit rules, it may be subject to adverse tax consequences.

In April 2005, the Treasury Department and the IRS issued Rev. Proc. 2005-25 which discusses the valuation of life insurance policies within the context of Qualified Plans and Sections 83 and 79 of the Internal Revenue Code. In August of 2005, the Treasury Department issued final regulations clarifying that a life insurance Policy transferred out of a Qualified Plan must be taxed at its full fair market value. The preamble to the final regulations states that taxpayers may rely on the safe harbor method for computing full fair market value discussed in Rev. Proc. 2005-25. Transfers may adversely affect the qualified plan if certain conditions are not met.

Distributions from Qualified Plans are generally subject to ordinary income tax, and if taken prior to age 59 1/2, a 10% federal tax penalty may apply to amounts distributed from the Qualified Plan. Also, distributions from a Qualified Plan generally are subject to federal income tax withholding requirements.

Employers and employer-created trusts may be subject to reporting, disclosure and fiduciary obligations under the Employee Retirement Income Security Act of 1974 as amended ("ERISA").

Purchasers of life insurance in a Qualified Plan should consult a qualified tax advisor to ensure that they comply with these complex rules and understand the federal and state income and estate tax treatment of such policies.

FOR POLICIES WITH THE LIFE ACCESS BENEFIT RIDER ONLY:

SPECIAL CONSIDERATIONS REGARDING THE LIFEACCESS ACCELERATED BENEFIT RIDER

The following is based on our general understanding of current Federal tax laws and is not intended as legal or tax advice. The Policy Owner should consult a qualified personal tax advisor to determine the consequences of purchasing and exercising the benefits provided by the Rider.

The LifeAccess Accelerated Benefit Rider allows a Policy Owner to accelerate all or a portion of their Death Benefit and any term amount (each as determined at the time of initial payment) if the Insured provides valid certification that the Insured is Chronically Ill, as defined in the Rider, and otherwise satisfies the terms of the Rider. We have designed this Rider so that the benefits paid under the Rider will be treated for federal income tax purposes as accelerated death benefits under Section 101(g)(1)(B) of the Code. The benefit is intended to qualify for exclusion from income subject to the qualification requirements under applicable provisions of the Code, which are dependent on the recipient's particular circumstances. Subject to state variations, a Policy Owner may elect to receive the accelerated benefit in monthly payments or in a lump sum, as described in the Policy. Receipt of an accelerated benefit payable monthly may be treated differently than if you receive the payment in a lump sum for Federal tax purposes. Accelerated benefits under this Rider may be taxable as income. You should consult a personal tax advisor before purchasing the Rider or applying for benefits.

The exclusion from income tax for accelerated death benefits does not apply to any amounts paid to a Policy Owner other than the Insured if the Policy Owner has an insurable interest with respect to the life of the Insured by reason of the Insured being an officer, employee or director of the Policy Owner or by reason of the Insured being financially interested in any trade or business carried on by the Policy Owner. In addition, special rules apply to determine the taxability of benefits when there is more than one contract providing accelerated benefits on account of chronic illness and/or other insurance policies on the Insured that will pay similar benefits, and more than one Policy Owner. Where the owner and insured are not the same (e.g., when a Policy with the Rider is owned by an irrevocable life insurance trust), other tax considerations may also arise in connection with getting benefits to the Insured, for example, gift taxes in personal settings, compensation income in the employment context and inclusion of the life insurance Policy or Policy proceeds for estate tax purposes.

Death Benefit, Account Value, Cash Value and the Loan Account Value, if any, will be reduced if your receive accelerated death benefits under this Rider. Any adjustments made to the Death Benefit and other values as a result of payments under the Rider will also generally cause adjustments to the tax limits that apply to your Policy. Any amount you receive as an accelerated death benefit will reduce the amount the named Beneficiary(ies) under the Policy may receive upon the death of the Insured.

The Rider is not intended to be a health contract or a qualified long term care insurance contract under section 7702B(b) of the Code nor is it intended to be a non-qualified long term care contract and it is not intended or designed to eliminate the need for such coverage.

The policy owner's and/or the policy owner's spouse or dependents' eligibility for certain public assistance programs, such as Medicaid, and other government benefits or entitlements may be affected by owning this Rider or by receiving benefits under the Rider.

Although we do not believe the charges for this Rider should be treated as distributions for income tax purposes, there is a possibility that the charges may be considered distributions and may be taxable to the owner to the extent not considered a nontaxable return of premiums paid for the life insurance Policy. Charges for the Rider are not deductible as medical expenses for income tax purposes.

Certain transfers-for-value of a life insurance Policy cause the policy's death benefit to be subject to income tax when paid. If there is such a transfer-for-value, benefits accelerated under this Rider may also be subject to income tax.

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For income tax purposes, payment of benefits will be reported to the Policy Owner. The Policy Owner must then file the applicable IRS form to determine the amounts to be included or excluded from income for the applicable tax year. If there is more than one accelerated death benefit rider for chronic illness, other insurance policies on the Insured that will pay similar benefits, or any other reimbursement of the Insured's expenses, receipt of all such benefits must be considered to determine your tax obligation.

LEGAL PROCEEDINGS

There continues to be significant federal and state regulatory activity relating to financial services companies. Like other insurance companies, we are involved in lawsuits, arbitrations, and regulatory/legal proceedings. Certain of the lawsuits and legal actions the Company is involved in assert claims for substantial amounts. While it is not possible to predict with certainty the ultimate outcome of any pending or future case, legal proceeding or regulatory action, we do not expect the ultimate result of any of these actions to result in a material adverse effect on the Company or its Separate Accounts. Nonetheless, given the large or indeterminate amounts sought in certain of these actions, and the inherent unpredictability of litigation, an adverse outcome in certain matters could, from time to time, have a material adverse effect on the Company's results of operations or cash flows in particular quarterly or annual periods.

RESTRICTIONS ON FINANCIAL TRANSACTIONS

Federal laws designed to counter terrorism and prevent money laundering might, in certain circumstances, require us to block a policy owner's ability to make certain transactions and thereby we may refuse to accept any request for transfers, withdrawals, surrenders, or death benefits, until the instructions are received from the appropriate regulator. We may also be required to provide additional information about you and your Policy to government regulators.

FINANCIAL INFORMATION

We have included the financials statements for the Company and the Separate Account for the year ended December 31, 2012 in the Statement of Additional Information (SAI).

To receive a copy of the SAI free of charge, call you financial professional or write to us at:

The Hartford
P.O. Box 2999
Hartford, CT 06104-2999

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GLOSSARY OF SPECIAL TERMS

1933 ACT: Refers to the Securities Act of 1933, as amended.

1940 ACT: Refers to the Investment Company Act of 1940, as amended.

ACCOUNT VALUE: the total of all amounts in the Fixed Account, Loan Account and Sub-Accounts.

ADMINISTRATIVE OFFICE OF THE COMPANY: The Prudential Insurance Company of America is administrator of the policies. The company is located at 751 Broad Street, Newark, NJ 07102.

APPLICATION: A form or set of forms that must be completed and signed by the prospective Owner and each Insured before We can issue a Policy.

BENEFICIARY: The person or persons designated in the Application or the most recent Beneficiary designation in our files, to whom insurance proceeds are paid.

CASH SURRENDER VALUE: the Cash Value less all Indebtedness.

CASH VALUE: the Account Value less any applicable Surrender Charges.

CUMULATIVE NO-LAPSE GUARANTEE PREMIUM: the premium required to maintain the No-Lapse guarantee. Initially, the Cumulative No-Lapse Guarantee Premium is the No-Lapse Guarantee Premium. On each Monthly Activity Date thereafter, the Cumulative No-Lapse Guarantee Premium is: (a) the Cumulative No-Lapse Guarantee Premium on the previous Monthly Activity Date; plus (b) the current No-Lapse Guarantee Premium.

DESIGNATED ADDRESS: Our address for receiving premium payments and other policyholder requests.

The Designated Address for sending premium payments is The Prudential Insurance Company of America, as administrator for The Hartford, P.O. Box 64273, St. Paul, MN 55164-0273 or to our Individual Life Operations Center at The Prudential Insurance Company of America, as administrator for The Hartford, 500 Bielenberg Drive, Woodbury, MN 55125.

The Designated Address for sending all other Policy holder transactions is to our Individual Life Operations Center at The Prudential Insurance Company of America, as administrator for The Hartford, 500 Bielenberg Drive, Woodbury, MN 55125.

FACE AMOUNT: an amount we use to determine the Death Benefit. On the Policy date, the Face Amount equals the initial Face Amount shown in your Policy. Thereafter, it may change under the terms of the Policy.

FIXED ACCOUNT: part of our general account to which all or a portion of the Account Value may be allocated.

FUNDS: the registered open-end management companies in which assets of the Separate Account may be invested.

GOOD ORDER: means all necessary documents and forms are complete and in our possession.

INDEBTEDNESS: all loans taken on the Policy, plus any interest due or accrued minus any loan repayments.

LOAN ACCOUNT: an account established for any amounts transferred from the Fixed Account and Sub-Accounts as a result of loans. The amounts in the Loan Account are credited with interest and are not subject to the investment experience of any Sub-Accounts.

MATURITY DATE: The date on which your Policy matures and your Policy terminates.

MONTHLY ACTIVITY DATE: the Policy date and the same date in each succeeding month as the Policy date. However, whenever the Monthly Activity Date falls on a date other than a Valuation Day, the Monthly Activity Date will be deemed to be the next Valuation Day.

NET PREMIUM: the amount of premium credited to Account Value. It is premium paid minus the sales load and tax charge.

NO-LAPSE GUARANTEE: A Policy feature or rider that guarantees your Policy will not lapse regardless of Account Value as long as You meet the requirements of the guarantee.

NO-LAPSE GUARANTEE PERIOD: a period that begins at issuance of your Policy and continues for the lesser of 5 years or your attainment of age 85 during which the No-Lapse Guarantee is available.

NO-LAPSE GUARANTEE PREMIUM: the amount of monthly premium required to keep the No-Lapse guarantee available, as shown in the policy's specifications page, and used to calculate the Cumulative No-Lapse Guarantee Premium.

POLICY: A legal contract between the Owner and Hartford Life Insurance Company or Hartford Life and Annuity Insurance Company that provides a death benefit payable to the beneficiary upon death of the Insured in accordance with the Policy.

POLICY OWNER: The Owner or entity named as such in the application whom has all the rights stated in this Policy while the Insured is living.

PRO RATA BASIS: an allocation method based on the proportion of the Account Value in the Fixed Account and each Sub-Account.

SEPARATE ACCOUNT: an account which has been established by us to separate the assets funding the variable benefits for the class of contracts to which the Policy belongs from our other assets.

SUB-ACCOUNT: a subdivision of the Separate Account.

SURRENDER CHARGE: a charge that may be assessed if you surrender your Policy or the Face Amount is decreased.

UNDERLYING FUNDS -- The mutual funds that the Sub-Accounts invest in. The Underlying Funds are offered exclusively as investment choices in variable insurance products issued by life insurance companies. They are not offered or made available

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directly to the public. These portfolios may contain different investments than the similarly named mutual funds offered by the money manager; therefore, investment results may differ. Fund holdings and investment strategies are subject to change. Investments in some funds may involve certain risks and may not be appropriate for all investors.

VALUATION DAY: the date on which a Sub-Account is valued. This occurs every day the New York Stock Exchange is open for trading.

VALUATION PERIOD: The time span between the close of trading on the New York

Stock Exchange from one Valuation Day to the next.

WE, US, OUR: Hartford Life and Annuity Insurance Company.

YOU, YOUR: the owner of the Policy.

WHERE YOU CAN FIND MORE INFORMATION

We provide information about our financial strength in reports filed with the SEC and state insurance departments. For example, we file annual reports (Form 10-K), quarterly reports (Form 10-Q) and periodic reports (Form 8-K) with the SEC. Forms 10-K and 10-Q include information such as our financial statements, management discussion and analysis of the previous year of operations, risk factors, and other information. Form 8-K reports are used to communicate important developments that are not otherwise disclosed in the other forms described above.

You may read or copy these reports at the SEC's Public Reference Room at 100 F. Street N.E., Room 1580, Washington, D.C. 20549-2001. You may also obtain reports and other information about us by contacting us using the information stated on the cover page of this prospectus, visiting our website at www.hartfordinvestor.com or visiting the SEC website at www.sec.gov. You may also obtain reports and other financial information about us by contacting your state insurance department.

811-07329

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PART B

STATEMENT OF ADDITIONAL INFORMATION (PART B)
STAG WALL STREET VARIABLE UNIVERSAL LIFE (SERIES 11)
SEPARATE ACCOUNT VL I
HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

This Statement of Additional Information is not a prospectus. The information contained in this document should be read in conjunction with the prospectus. To obtain a prospectus, call us at 1-800-231-5453.

DATE OF PROSPECTUS: MAY 1, 2013
DATE OF STATEMENT OF ADDITIONAL INFORMATION: MAY 1, 2013

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GENERAL INFORMATION AND HISTORY

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY ("HARTFORD") -- Hartford Life and Annuity Insurance Company is a stock life insurance company engaged in the business of writing life insurance and annuities, both individual and group, in all states of the United States, the District of Columbia and Puerto Rico, except New York. On January 1, 1998, Hartford's name changed from ITT Hartford Life and Annuity Insurance Company to Hartford Life and Annuity Insurance Company. We were originally incorporated under the laws of Wisconsin on January 9, 1956, and subsequently redomiciled to Connecticut. Our offices are located in Simsbury, Connecticut; however, our mailing address is P.O. Box 2999, Hartford, CT 06104-2999. We are ultimately controlled by The Hartford Financial Services Group, Inc., one of the largest financial service providers in the United States.

Hartford Life and Annuity Insurance Company is controlled by Hartford Life Insurance Company, which is controlled by Hartford Life & Accident Insurance Company, which is controlled by Hartford Life Inc., which is controlled by Hartford Accident & Indemnity Company, which is controlled by Hartford Fire Insurance Company, which is controlled by Nutmeg Insurance Company, which is controlled by The Hartford Financial Services Group, Inc. Each of these companies is engaged in the business of insurance and financial services.

On January 2, 2013, Hartford Life Insurance Company and Hartford Life and Annuity Insurance Company (collectively, "Hartford") entered into agreements with The Prudential Insurance Company of America ("Prudential") under which Prudential will reinsure the obligations of Hartford under the variable life insurance policies and provide administration for the policies. Prudential is a New Jersey domiciled life insurance company with offices located in Newark, New Jersey. Prudential's mailing address is 213 Washington Street, Newark, NJ 07102. Prudential is ultimately controlled by Prudential Financial, Inc.

SEPARATE ACCOUNT VL I was established as a separate account under Connecticut law on June 8, 1995. The Separate Account is classified as a unit investment trust registered with the Securities and Exchange Commission under the Investment Company Act of 1940.

SERVICES

SAFEKEEPING OF ASSETS -- Title to the assets of the Separate Account is held by

Hartford. The assets are kept physically segregated and are held separate and apart from Hartford's general corporate assets. Records are maintained of all purchases and redemptions of Fund shares held in each of the Sub-Accounts.

EXPERTS

The statutory-basis financial statements of Hartford Life and Annuity Insurance Company (the "Company") as of December 31, 2012 and 2011, and for each of the three years in the period ended December 31, 2012 have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report dated April 10, 2013 (which report expresses an unmodified opinion in accordance with accounting practices prescribed and permitted by the Insurance Department of the State of Connecticut), and the statements of assets and liabilities of Hartford Life and Annuity Insurance Company Separate Account VL I as of December 31, 2012, and the related statements of operations for each of the periods presented in the year then ended, the statements of changes in net assets for each of the periods presented in the two years then ended, and the financial highlights in Note 6 for each of the periods presented in the five years then ended have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report dated March 28, 2013, which reports are both included in the Statement of Additional Information which is part of the registration statement. Such financial statements are included in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing. The principal business address of Deloitte & Touche LLP is City Place, 32nd Floor, 185 Asylum Street, Hartford, Connecticut 06103-3402.

DISTRIBUTION OF THE POLICIES

Hartford Equity Sales Company, Inc. ("HESCO") serves as principal underwriter for the policies and offers the policies on a continuous basis. HESCO is controlled by Hartford and is located at the same address as Hartford. HESCO is registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934 as a broker-dealer and is a member of the Financial Industry Regulatory Authority ("FINRA").

Hartford currently pays HESCO underwriting commissions for its role as Principal Underwriter of all policies offered through this Separate Account. For the past three years, the aggregate dollar amount of underwriting commissions paid to HESCO in its role as Principal Underwriter has been: 2012: $46,815,615; 2011:

$48,792,974; and 2010: $19,319,302. HESCO did not retain any of these underwriting commissions.

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HESCO enters into sales agreements with registered broker-dealers, financial institutions and other parties ("Financial Intermediaries"). The policies are sold by salespersons who represent Hartford as insurance agents and who are financial professionals ("Sales Representatives") of HESCO or certain other registered broker-dealers who have entered into sales agreements with HESCO.

Financial Intermediaries are compensated according to a schedule in the sales agreement and are subject to any rules or regulations that apply to variable life insurance compensation. This compensation is usually paid from sales charges described in the Prospectus. The compensation generally consists of commissions and may involve other types of payments that are described more fully in the prospectus.

ADDITIONAL INFORMATION ABOUT CHARGES

SALES LOAD -- The front-end load under the policies may be used to cover expenses related to the sale and distribution of the policies. Refer to prospectus for applicable sales load.

REDUCED CHARGES FOR ELIGIBLE GROUPS -- Certain charges and deductions described above may be reduced for policies issued in connection with a specific plan, group, or program ("Eligible Group") in accordance with our rules in effect as of the date the application for a Policy is approved. An Eligible Group must satisfy certain criteria such as size, expected number of Policy holders, or present or anticipated levels of aggregate premiums, administrative expenses or commissions. We may modify, from time to time on a uniform basis, both the amount of the reductions and the criteria for eligibility. Reductions in charges will not be unfairly discriminatory against any person, including the affected Policy holders invested in the Separate Account.

UNDERWRITING PROCEDURES -- To purchase a Policy you must submit an application to us. Within limits, you may choose the initial Face Amount. Policies generally will be issued only on the lives of insureds the ages of 0 and 85 who supply evidence of insurability satisfactory to us. Acceptance is subject to our underwriting rules and we reserve the right to reject an application for any reason.

Cost of insurance rates will be determined on each Policy anniversary based on our future expectations of such factors as mortality, expenses, interest, persistency and taxes. For preferred and standard risks, the cost of insurance rate will not exceed those based on the 1980 Commissioners' Standard Ordinary Mortality Table (ALB), Male or Female, Unismoke Table, age last birthday (unisex rates may be required in some states). A table of guaranteed cost of insurance rates per $1,000 will be included in your Policy, however, we reserve the right to use rates less than those shown in the table. Special risk classes are used when mortality experience in excess of the standard risk classes is expected. These substandard risks will be charged a higher cost of insurance rate that will not exceed rates based on a multiple of 1980 Commissioners' Standard Ordinary Mortality Table (ALB), Male or Female, Unismoke Table, age last birthday (unisex rates may be required in some states) plus any flat extra amount assessed. The multiple will be based on the insured's substandard rating.

No change in the terms or conditions of a Policy will be made without your consent.

UNSCHEDULED INCREASES IN FACE AMOUNT -- At any time after the first Policy year, you may request in writing to change the Face Amount. The minimum amount by which the Face Amount can be increased is based on our rules then in effect.

We reserve the right to limit the number of increases or decreases made under a Policy to no more than one in any 12 month period.

All requests to increase the Face Amount must be applied for on a new application and accompanied by your Policy. All requests will be subject to evidence of insurability satisfactory to us. Any increase approved by us will be effective on the Monthly Activity Date shown on the new Policy specifications page, provided that the Monthly Deduction Amount for the first month after the effective date of the increase is made.

PERFORMANCE DATA

Hartford may advertise the performance history of the underlying Funds of the Policy. Performance history is based on the Funds' past performance only and is no indication of future performance.

The performance history of the underlying Funds includes deductions for the total fund operating expenses of the Funds. The performance information does not include any charges or fees that are deducted from your Policy. These are charges and fees such as the surrender charge, cost of insurance charge, mortality and expense risk charge, and the administrative charge. Some of these charges vary depending on your age, gender, face amount, underwriting class, premiums, Policy duration, and account value. All of these Policy charges will have a significant impact on your policy's account value and overall performance. If these charges and fees were reflected in the performance data, performance would be lower. To see the impact of these charges and fees on your policy's performance, you should obtain a personalized illustration based on historical Fund performance from your financial adviser.

Performance history of the underlying Funds is measured by comparing the value of the Fund at the beginning of the period to the value of the Fund at the end of the period. Performance is usually calculated for periods of one month, three months, year-to-date, one year, three years, five years, ten years, and since the inception date of the Fund if the Fund has existed for more than ten years.

FINANCIAL STATEMENTS

The financial statements of the Company and the Separate Account for year ended December 31, 2012 follow this page of the SAI. The financial statements of the Company only bear on the Company's ability to meet its obligations under the Contracts and should not be considered as bearing on the investment performance of the Separate Account. The financial statements of the Separate Account present the investment performance of the Separate Account.

For the most recent quarterly financial statement information for Hartford Life and Annuity Insurance Company visit www.hartfordinvestor.com. Requests for copies can also be directed to The Hartford, P.O. Box 2999, Hartford, Connecticut 06104-2999.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

THE CONTRACT OWNERS OF
HARTFORD LIFE AND ANNUITY INSURANCE COMPANY SEPARATE ACCOUNT VL I
AND THE BOARD OF DIRECTORS OF HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

We have audited the accompanying statements of assets and liabilities of each of the individual Sub-Accounts disclosed in Note 1 which comprise the Hartford Life and Annuity Insurance Company Separate Account VL I (the "Account") as of December 31, 2012, and the related statements of operations for each of the periods presented in the year then ended, the statements of changes in net assets for each of the periods presented in the two years then ended, and the financial highlights in Note 6 for each of the periods presented in the five years then ended. These financial statements and financial highlights are the responsibility of the Account's management. Our responsibility is to express an opinion on these financial statements and financial highlights based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements and financial highlights are free of material misstatement. The Account is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Account's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Our procedures included confirmation of investments owned as of December 31, 2012, by correspondence with the fund managers; where replies were not received from the fund managers, we performed other auditing procedures. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements and financial highlights referred to above present fairly, in all material respects, the financial position of each of the individual Sub-Accounts disclosed in Note 1 constituting the Hartford Life and Annuity Insurance Company Separate Account VL I as of December 31, 2012, the results of their operations for each of the periods presented in the year then ended, the changes in their net assets for each of the periods presented in the two years then ended, and the financial highlights in Note 6 for each of the periods presented in the five years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ Deloitte & Touche LLP
Hartford, Connecticut
March 28, 2013

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SEPARATE ACCOUNT VL I

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES
DECEMBER 31, 2012

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<S>	ALLIANCEBERNSTEIN VPS INTERNATIONAL VALUE PORTFOLIO SUB-ACCOUNT	ALLIANCEBERNSTEIN VPS SMALL/MID-CAP VALUE PORTFOLIO SUB-ACCOUNT	ALLIANCEBERNSTEIN VPS INTERNATIONAL GROWTH PORTFOLIO SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	912,262	539,259	195,441
Cost	$19,499,763	$9,142,660	$4,339,255
Market value	$11,713,438	$9,480,180	$3,314,686
Due from Sponsor Company	9,584	6,802	1,721
Receivable from fund shares sold	--	--	--
Other assets	--	--	--

Total assets	11,723,022	9,486,982	3,316,407
LIABILITIES:			
Due to Sponsor Company	--	--	--
Payable for fund shares purchased	9,584	6,802	1,721
Other liabilities	--	1	--
Total liabilities	9,584	6,803	1,721
NET ASSETS:			
For contract liabilities	$11,713,438	$9,480,179	$3,314,686
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	1,495,801	647,465	364,847
Minimum unit fair value #*	$7.830881	$14.642002	$9.085135
Maximum unit fair value #*	$7.830881	$14.642002	$9.085135
Contract liability	$11,713,438	$9,480,179	$3,314,686

<Caption>

<S>	INVESCO V.I. CORE EQUITY FUND SUB-ACCOUNT	INVESCO V.I. INTERNATIONAL GROWTH FUND SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	58,016	128,464
Cost	$1,513,031	$3,238,153
Market value	$1,748,601	$3,857,780
Due from Sponsor Company	805	5,167
Receivable from fund shares sold	--	--
Other assets	--	--
Total assets	1,749,406	3,862,947
LIABILITIES:		
Due to Sponsor Company	--	--

Payable for fund shares purchased	805	5,167
Other liabilities	--	--
Total liabilities	805	5,167
NET ASSETS:		
For contract liabilities	$1,748,601	$3,857,780
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	99,757	361,159
Minimum unit fair value #*	$17.528629	$10.681661
Maximum unit fair value #*	$17.528629	$10.681661
Contract liability	$1,748,601	$3,857,780

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE FINANCIAL STATEMENTS.

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SEPARATE ACCOUNT VL I

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

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<S>	INVESCO V.I. MID CAP CORE EQUITY FUND SUB-ACCOUNT	INVESCO V.I. SMALL CAP EQUITY FUND SUB-ACCOUNT	INVESCO V.I. BALANCED RISK ALLOCATION FUND SUB-ACCOUNT
	<C> <C> <C>	<C> <C> <C>	<C> <C> <C>

ASSETS:			
Investments:			
Number of shares	1,176,049	273,064	451,095
Cost	$15,123,090	$3,869,942	$5,389,534
Market value	$14,947,579	$5,103,557	$5,706,345
Due from Sponsor Company	6,079	8,672	861
Receivable from fund shares sold	--	--	--
Other assets	--	--	--
Total assets	14,953,658	5,112,229	5,707,206
LIABILITIES:			
Due to Sponsor Company	--	--	--
Payable for fund shares purchased	6,079	8,672	861
Other liabilities	--	1	--
Total liabilities	6,079	8,673	861
NET ASSETS:			
For contract liabilities	$14,947,579	$5,103,556	$5,706,345
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	796,689	327,010	463,551
Minimum unit fair value #*	$18.762126	$15.606747	$12.310062
Maximum unit fair value #*	$18.762126	$15.606747	$12.310062
Contract liability	$14,947,579	$5,103,556	$5,706,345

<Caption>

<S>	<C> AMERICAN FUNDS ASSET ALLOCATION FUND SUB-ACCOUNT <C>	<C> AMERICAN FUNDS BLUE CHIP INCOME AND GROWTH FUND SUB-ACCOUNT <C>
ASSETS:		
Investments:		
Number of shares	4,450,052	4,581,415

Cost	$72,833,889	$47,837,280
Market value	$81,480,458	$45,676,706
Due from Sponsor Company	11,486	15,165
Receivable from fund shares sold	--	--
Other assets	--	1
Total assets	81,491,944	45,691,872
LIABILITIES:		
Due to Sponsor Company	--	--
Payable for fund shares purchased	11,486	15,165
Other liabilities	1	--
Total liabilities	11,487	15,165
NET ASSETS:		
For contract liabilities	$81,480,457	$45,676,707
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	4,406,802	2,711,948
Minimum unit fair value #*	$18.489702	$16.842764
Maximum unit fair value #*	$18.489702	$16.842764
Contract liability	$81,480,457	$45,676,707

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

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STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

<Table>
<Caption>

<S>	AMERICAN FUNDS BOND FUND SUB-ACCOUNT	AMERICAN FUNDS GLOBAL GROWTH FUND SUB-ACCOUNT	AMERICAN FUNDS GROWTH FUND SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	5,099,772	2,401,424	3,198,901
Cost	$57,524,292	$40,439,643	$157,979,691
Market value	$56,964,455	$56,289,379	$193,373,547
Due from Sponsor Company	20,343	14,863	46,336
Receivable from fund shares sold	--	--	--
Other assets	--	--	33
Total assets	56,984,798	56,304,242	193,419,916
LIABILITIES:			
Due to Sponsor Company	--	--	--
Payable for fund shares purchased	20,343	14,863	46,336
Other liabilities	--	5	--
Total liabilities	20,343	14,868	46,336
NET ASSETS:			
For contract liabilities	$56,964,455	$56,289,374	$193,373,580
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	3,827,012	29,951,862	139,496,129
Minimum unit fair value #*	$14.884837	$1.879328	$1.386229
Maximum unit fair value #*	$14.884837	$1.879328	$1.386229
Contract liability	$56,964,455	$56,289,374	$193,373,580

<Caption>

	AMERICAN FUNDS GROWTH-INCOME FUND SUB-ACCOUNT	AMERICAN FUNDS INTERNATIONAL FUND SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	4,193,346	3,614,201
Cost	$139,001,389	$64,172,963
Market value	$160,353,567	$63,682,214
Due from Sponsor Company	69,396	32,110
Receivable from fund shares sold	--	--
Other assets	--	--
Total assets	160,422,963	63,714,324
LIABILITIES:		
Due to Sponsor Company	--	--
Payable for fund shares purchased	69,396	32,110
Other liabilities	29	--
Total liabilities	69,425	32,110
NET ASSETS:		
For contract liabilities	$160,353,538	$63,682,214
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	99,775,774	2,719,902
Minimum unit fair value #*	$1.607139	$23.413424
Maximum unit fair value #*	$1.607139	$23.413424
Contract liability	$160,353,538	$63,682,214

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

<Table>
<Caption>

	AMERICAN FUNDS NEW WORLD FUND SUB-ACCOUNT	AMERICAN FUNDS GLOBAL SMALL CAPITALIZATION FUND SUB-ACCOUNT	FIDELITY VIP ASSET MANAGER PORTFOLIO SUB-ACCOUNT
<S>	<C>	<C>	<C>
ASSETS:			
Investments:			
Number of shares	1,524,302	1,309,125	68,561
Cost	$27,677,331	$21,861,526	$1,158,906
Market value	$34,677,866	$25,999,227	$1,040,072
Due from Sponsor Company	13,714	23,633	--
Receivable from fund shares sold	--	--	--
Other assets	1	3	--
Total assets	34,691,581	26,022,863	1,040,072
LIABILITIES:			
Due to Sponsor Company	--	--	--
Payable for fund shares purchased	13,714	23,633	--
Other liabilities	--	--	--
Total liabilities	13,714	23,633	--

NET ASSETS:			
For contract liabilities	$34,677,867	$25,999,230	$1,040,072
	===========	===========	===========
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	1,077,035	12,010,025	343,665
Minimum unit fair value #*	$32.197536	$2.164794	$3.026411
Maximum unit fair value #*	$32.197536	$2.164794	$3.026411
Contract liability	$34,677,867	$25,999,230	$1,040,072

<Caption>

<S> <C> <C> <C> <C> <C> <C>

	FIDELITY VIP EQUITY INCOME PORTFOLIO SUB-ACCOUNT	FIDELITY VIP CONTRAFUND PORTFOLIO SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	1,714,746	1,558,137
	===========	===========
Cost	$37,838,745	$42,758,970
	===========	===========
Market value	$34,095,461	$40,511,566
Due from Sponsor Company	11,938	1,344
Receivable from fund shares sold	--	--
Other assets	--	--
	-----------	-----------
Total assets	34,107,399	40,512,910
	-----------	-----------
LIABILITIES:		
Due to Sponsor Company	--	--
Payable for fund shares purchased	11,938	1,344
Other liabilities	--	--
	-----------	-----------
Total liabilities	11,938	1,344
	-----------	-----------
NET ASSETS:		
For contract liabilities	$34,095,461	$40,511,566
	===========	===========
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		

Units owned by participants #	8,729,457	2,828,785
Minimum unit fair value #*	$3.409746	$14.321191
Maximum unit fair value #*	$12.688792	$14.321191
Contract liability	$34,095,461	$40,511,566

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

<Table>
<Caption>

<S>	FIDELITY VIP OVERSEAS PORTFOLIO SUB-ACCOUNT	FIDELITY VIP MID CAP PORTFOLIO SUB-ACCOUNT	FIDELITY VIP FREEDOM 2010 PORTFOLIO SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	41,179	833,328	83,191
Cost	$803,116	$26,302,627	$838,306
Market value	$662,577	$24,983,170	$923,420
Due from Sponsor Company	--	13,745	--
Receivable from fund shares sold	--	--	--
Other assets	--	--	--

Total assets	662,577	24,996,915	923,420
LIABILITIES:			
Due to Sponsor Company	--	--	--
Payable for fund shares purchased	--	13,745	--
Other liabilities	--	2	1
Total liabilities	--	13,747	1
NET ASSETS:			
For contract liabilities	$662,577	$24,983,168	$923,419
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	276,514	1,635,491	76,275
Minimum unit fair value #*	$2.396177	$15.275636	$12.106372
Maximum unit fair value #*	$2.396177	$15.275636	$12.106372
Contract liability	$662,577	$24,983,168	$923,419

<Caption>

	FIDELITY VIP FREEDOM 2020 PORTFOLIO SUB-ACCOUNT	FIDELITY VIP FREEDOM 2030 PORTFOLIO SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	88,680	96,142
Cost	$862,024	$938,120
Market value	$989,669	$1,041,215
Due from Sponsor Company	--	--
Receivable from fund shares sold	--	20,022
Other assets	--	--
Total assets	989,669	1,061,237
LIABILITIES:		
Due to Sponsor Company	--	20,022

Payable for fund shares purchased	--	--
Other liabilities	--	--
	-----------	-----------
Total liabilities	--	20,022
	-----------	-----------
NET ASSETS:		
For contract liabilities	$989,669	$1,041,215
	===========	===========
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	84,112	91,234
Minimum unit fair value #*	$11.766118	$11.412628
Maximum unit fair value #*	$11.766118	$11.412628
Contract liability	$989,669	$1,041,215

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

<Table>
<Caption>

<S>	<C> FRANKLIN INCOME SECURITIES FUND SUB-ACCOUNT <C>	<C> FRANKLIN SMALL CAP VALUE SECURITIES FUND SUB-ACCOUNT <C>	<C> FRANKLIN STRATEGIC INCOME SECURITIES FUND SUB-ACCOUNT <C>

ASSETS:			
Investments:			
Number of shares	2,445,747	1,462,413	1,228,766
Cost	$39,740,984	$22,605,879	$14,986,806
Market value	$36,857,400	$26,659,797	$16,182,852
Due from Sponsor Company	12,654	10,831	4,913
Receivable from fund shares sold	--	--	--
Other assets	--	--	--
Total assets	36,870,054	26,670,628	16,187,765
LIABILITIES:			
Due to Sponsor Company	--	--	--
Payable for fund shares purchased	12,654	10,831	4,913
Other liabilities	1	--	--
Total liabilities	12,655	10,831	4,913
NET ASSETS:			
For contract liabilities	$36,857,399	$26,659,797	$16,182,852
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	2,504,422	1,127,553	1,120,741
Minimum unit fair value #*	$14.716926	$23.643948	$14.439420
Maximum unit fair value #*	$14.716926	$23.643948	$14.439420
Contract liability	$36,857,399	$26,659,797	$16,182,852

<Caption>

<S>	MUTUAL SHARES SECURITIES FUND SUB-ACCOUNT	TEMPLETON FOREIGN SECURITIES FUND SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	2,574,304	97,805

Cost	$47,401,276	$1,311,141
Market value	$44,329,507	$1,405,453
Due from Sponsor Company	22,668	2,908
Receivable from fund shares sold	--	--
Other assets	--	--
Total assets	44,352,175	1,408,361
LIABILITIES:		
Due to Sponsor Company	--	--
Payable for fund shares purchased	22,668	2,908
Other liabilities	--	--
Total liabilities	22,668	2,908
NET ASSETS:		
For contract liabilities	$44,329,507	$1,405,453
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	2,563,760	75,811
Minimum unit fair value #*	$17.290820	$18.538988
Maximum unit fair value #*	$17.290820	$18.538988
Contract liability	$44,329,507	$1,405,453

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

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STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

<Table>
<Caption>

	TEMPLETON GROWTH SECURITIES FUND SUB-ACCOUNT	MUTUAL GLOBAL DISCOVERY SECURITIES FUND SUB-ACCOUNT	TEMPLETON GLOBAL BOND SECURITIES FUND SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	871,991	1,221,281	1,496,565
Cost	$12,989,482	$25,703,332	$26,269,325
Market value	$10,437,733	$24,645,450	$29,138,121
Due from Sponsor Company	7,255	24,532	--
Receivable from fund shares sold	--	--	160,847
Other assets	--	--	--
Total assets	10,444,988	24,669,982	29,298,968
LIABILITIES:			
Due to Sponsor Company	--	--	160,847
Payable for fund shares purchased	7,255	24,532	--
Other liabilities	1	--	1
Total liabilities	7,256	24,532	160,848
NET ASSETS:			
For contract liabilities	$10,437,732	$24,645,450	$29,138,120
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	954,553	1,773,779	1,608,661
Minimum unit fair value #*	$10.934682	$13.894317	$18.113279
Maximum unit fair value #*	$10.934682	$13.894317	$18.113279
Contract liability	$10,437,732	$24,645,450	$29,138,120

<Caption>

<S>	HARTFORD BALANCED HLS FUND SUB-ACCOUNT (1)	HARTFORD TOTAL RETURN BOND HLS FUND SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	3,314,028	9,346,227
Cost	$82,201,258	$108,209,994
Market value	$69,696,694	$112,098,548
Due from Sponsor Company	36,623	17,912
Receivable from fund shares sold	--	--
Other assets	2	25
Total assets	69,733,319	112,116,485
LIABILITIES:		
Due to Sponsor Company	--	--
Payable for fund shares purchased	36,623	17,912
Other liabilities	--	--
Total liabilities	36,623	17,912
NET ASSETS:		
For contract liabilities	$69,696,696	$112,098,573
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	17,945,703	34,497,919
Minimum unit fair value #*	$3.883754	$3.249430
Maximum unit fair value #*	$3.883754	$3.249430
Contract liability	$69,696,696	$112,098,573

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

(1) Formerly Hartford Advisers HLS Fund. Change effective June 29, 2012.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

<Table>
<Caption>

<S>	HARTFORD CAPITAL APPRECIATION HLS FUND SUB-ACCOUNT	HARTFORD DIVIDEND AND GROWTH HLS FUND SUB-ACCOUNT	HARTFORD GLOBAL RESEARCH HLS FUND SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	3,859,680	4,829,811	44,970
Cost	$179,863,943	$94,534,364	$430,809
Market value	$167,408,999	$103,655,259	$474,695
Due from Sponsor Company	66,779	--	--
Receivable from fund shares sold	--	5,872	--
Other assets	--	2	1
Total assets	167,475,778	103,661,133	474,696
LIABILITIES:			
Due to Sponsor Company	--	5,872	--

Payable for fund shares purchased	66,779	--	--
Other liabilities	4	--	--
Total liabilities	66,783	5,872	--
NET ASSETS:			
For contract liabilities	$167,408,995	$103,655,261	$474,696
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	22,534,247	21,443,131	43,973
Minimum unit fair value #*	$7.429092	$4.833961	$10.795248
Maximum unit fair value #*	$7.429092	$4.833961	$10.795248
Contract liability	$167,408,995	$103,655,261	$474,696

<Caption>

<S>	HARTFORD GLOBAL GROWTH HLS FUND SUB-ACCOUNT	HARTFORD DISCIPLINED EQUITY HLS FUND SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	65,492	1,227,004
Cost	$958,338	$14,770,705
Market value	$1,080,832	$16,740,151
Due from Sponsor Company	1,399	17,025
Receivable from fund shares sold	--	--
Other assets	1	--
Total assets	1,082,232	16,757,176
LIABILITIES:		
Due to Sponsor Company	--	--
Payable for fund shares purchased	1,399	17,025
Other liabilities	--	--
Total liabilities	1,399	17,025

NET ASSETS:		
For contract liabilities	$1,080,833	$16,740,151
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	854,345	9,413,469
Minimum unit fair value #*	$1.265101	$1.778319
Maximum unit fair value #*	$1.265101	$1.778319
Contract liability	$1,080,833	$16,740,151

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

<Table>
<Caption>

<S>	HARTFORD GROWTH OPPORTUNITIES HLS FUND SUB-ACCOUNT	HARTFORD HIGH YIELD HLS FUND SUB-ACCOUNT	HARTFORD INDEX HLS FUND SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	874,559	481,509	1,587,129

Cost	$25,488,764	$4,236,976	$53,956,985
Market value	$26,146,850	$4,375,591	$47,123,230
Due from Sponsor Company	4,140	2,927	25,871
Receivable from fund shares sold	--	--	--
Other assets	--	--	--
Total assets	26,150,990	4,378,518	47,149,101
LIABILITIES:			
Due to Sponsor Company	--	--	--
Payable for fund shares purchased	4,140	2,927	25,871
Other liabilities	1	--	4
Total liabilities	4,141	2,927	25,875
NET ASSETS:			
For contract liabilities	$26,146,849	$4,375,591	$47,123,226
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	1,142,946	220,906	11,104,519
Minimum unit fair value #*	$22.876709	$19.807474	$4.243608
Maximum unit fair value #*	$22.876709	$19.807474	$4.243608
Contract liability	$26,146,849	$4,375,591	$47,123,226

<Caption>

<S>	HARTFORD INTERNATIONAL OPPORTUNITIES HLS FUND SUB-ACCOUNT	HARTFORD MIDCAP HLS FUND SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	3,509,255	1,958,130
Cost	$46,022,954	$41,416,225
Market value	$44,320,801	$55,131,179

Due from Sponsor Company	19,091	--
Receivable from fund shares sold	--	6,953
Other assets	6	5
Total assets	44,339,898	55,138,137
LIABILITIES:		
Due to Sponsor Company	--	6,953
Payable for fund shares purchased	19,091	--
Other liabilities	--	--
Total liabilities	19,091	6,953
NET ASSETS:		
For contract liabilities	$44,320,807	$55,131,184
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	12,940,631	11,440,868
Minimum unit fair value #*	$3.424934	$4.818794
Maximum unit fair value #*	$3.424934	$4.818794
Contract liability	$44,320,807	$55,131,184

</Table>

Rounded units/unit fair values

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<Page>

<Table>
<Caption>

<S>	HARTFORD MIDCAP VALUE HLS FUND SUB-ACCOUNT	HARTFORD MONEY MARKET HLS FUND SUB-ACCOUNT	HARTFORD SMALL COMPANY HLS FUND SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	1,125,351	73,779,714	1,447,754
Cost	$14,092,122	$73,779,714	$23,927,384
Market value	$13,114,463	$73,779,714	$28,574,921
Due from Sponsor Company	330	--	6,852
Receivable from fund shares sold	--	371,447	--
Other assets	--	--	--
Total assets	13,114,793	74,151,161	28,581,773
LIABILITIES:			
Due to Sponsor Company	--	371,447	--
Payable for fund shares purchased	330	--	6,852
Other liabilities	--	--	4
Total liabilities	330	371,447	6,856
NET ASSETS:			
For contract liabilities	$13,114,463	$73,779,714	$28,574,917
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	550,426	41,065,408	10,536,264
Minimum unit fair value #*	$23.826006	$1.796639	$2.712054
Maximum unit fair value #*	$23.826006	$1.796639	$2.712054
Contract liability	$13,114,463	$73,779,714	$28,574,917

<Caption>

HARTFORD HARTFORD
U.S. GOVERNMENT

	STOCK HLS FUND SUB-ACCOUNT	SECURITIES HLS FUND SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	1,637,351	1,280,143
Cost	$99,952,304	$13,742,585
Market value	$73,238,433	$13,767,687
Due from Sponsor Company	44,961	906
Receivable from fund shares sold	--	--
Other assets	--	--
Total assets	73,283,394	13,768,593
LIABILITIES:		
Due to Sponsor Company	--	--
Payable for fund shares purchased	44,961	906
Other liabilities	1	--
Total liabilities	44,962	906
NET ASSETS:		
For contract liabilities	$73,238,432	$13,767,687
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	17,198,527	1,184,900
Minimum unit fair value #*	$4.258413	$11.619278
Maximum unit fair value #*	$4.258413	$11.619278
Contract liability	$73,238,432	$13,767,687

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

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SEPARATE ACCOUNT VL I

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

<Table>
<Caption>

<S>	LORD ABBETT CALIBRATED DIVIDEND GROWTH FUND SUB-ACCOUNT (2)	LORD ABBETT BOND-DEBENTURE FUND SUB-ACCOUNT	LORD ABBETT GROWTH AND INCOME FUND SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	511,041	581,401	275,772
Cost	$7,424,826	$6,683,614	$7,712,043
Market value	$7,267,008	$7,104,724	$6,781,225
Due from Sponsor Company	2,676	1,657	17,835
Receivable from fund shares sold	--	--	--
Other assets	--	1	1
Total assets	7,269,684	7,106,382	6,799,061
LIABILITIES:			
Due to Sponsor Company	--	--	--
Payable for fund shares purchased	2,676	1,657	17,835
Other liabilities	1	--	--
Total liabilities	2,677	1,657	17,835
NET ASSETS:			

For contract liabilities	$7,267,007	$7,104,725	$6,781,226
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	521,579	475,470	576,912
Minimum unit fair value #*	$13.932710	$14.942519	$11.754355
Maximum unit fair value #*	$13.932710	$14.942519	$11.754355
Contract liability	$7,267,007	$7,104,725	$6,781,226

<Caption>

<S>	MFS INVESTORS TRUST SERIES SUB-ACCOUNT	MFS NEW DISCOVERY SERIES SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	41,034	390,334
Cost	$895,555	$5,624,782
Market value	$940,915	$6,136,057
Due from Sponsor Company	--	768
Receivable from fund shares sold	--	--
Other assets	--	--
Total assets	940,915	6,136,825
LIABILITIES:		
Due to Sponsor Company	--	--
Payable for fund shares purchased	--	768
Other liabilities	1	--
Total liabilities	1	768
NET ASSETS:		
For contract liabilities	$940,914	$6,136,057
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	65,753	265,040

Minimum unit fair value #*	$14.309842	$23.151428
Maximum unit fair value #*	$14.309842	$23.151428
Contract liability	$940,914	$6,136,057

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

(2) Formerly Lord Abbett Capital Structure Fund. Change effective September 27, 2012.

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SEPARATE ACCOUNT VL I

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

<Table>
<Caption>

<S>	MFS TOTAL RETURN SERIES SUB-ACCOUNT	MFS VALUE SERIES SUB-ACCOUNT	MFS RESEARCH BOND SERIES SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	1,327,007	628,131	721,923
Cost	$26,805,387	$7,180,967	$9,262,604
Market value	$26,606,488	$9,045,082	$9,738,739
Due from Sponsor Company	8,623	10,659	12,254

Receivable from fund shares sold	--	--	--
Other assets	--	--	--
Total assets	26,615,111	9,055,741	9,750,993
LIABILITIES:			
Due to Sponsor Company	--	--	--
Payable for fund shares purchased	8,623	10,659	12,254
Other liabilities	--	--	--
Total liabilities	8,623	10,659	12,254
NET ASSETS:			
For contract liabilities	$26,606,488	$9,045,082	$9,738,739
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	1,617,058	773,607	677,724
Minimum unit fair value #*	$16.453635	$11.692087	$14.369769
Maximum unit fair value #*	$16.453635	$11.692087	$14.369769
Contract liability	$26,606,488	$9,045,082	$9,738,739

<Caption>

<S>	<C> <C> UIF MID CAP GROWTH PORTFOLIO SUB-ACCOUNT	<C> <C> <C> INVESCO VAN KAMPEN V.I. AMERICAN VALUE FUND SUB-ACCOUNT (3) <C>
ASSETS:		
Investments:		
Number of shares	162,922	192,798
Cost	$1,466,274	$2,735,926
Market value	$1,733,491	$2,855,336
Due from Sponsor Company	1,364	2,308
Receivable from fund shares sold	--	--
Other assets	--	1
Total assets	1,734,855	2,857,645

LIABILITIES:		
Due to Sponsor Company	--	--
Payable for fund shares purchased	1,364	2,308
Other liabilities	--	--
Total liabilities	1,364	2,308
NET ASSETS:		
For contract liabilities	$1,733,491	$2,855,337
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	139,944	225,745
Minimum unit fair value #*	$12.387060	$12.648529
Maximum unit fair value #*	$12.387060	$12.648529
Contract liability	$1,733,491	$2,855,337

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

(3) Formerly Invesco Van Kampen V.I. Mid Cap Value Fund. Change effective July 15, 2012.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

<Table>
<Caption>

	OPPENHEIMER CAPITAL APPRECIATION FUND/VA SUB-ACCOUNT	OPPENHEIMER GLOBAL SECURITIES FUND/VA SUB-ACCOUNT	OPPENHEIMER MAIN STREET FUND/VA SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	73,440	280,892	80,437
Cost	$2,985,266	$8,991,707	$1,872,999
Market value	$3,279,810	$9,058,776	$1,912,795
Due from Sponsor Company	2,779	--	141
Receivable from fund shares sold	--	1,010	--
Other assets	--	--	--
Total assets	3,282,589	9,059,786	1,912,936
LIABILITIES:			
Due to Sponsor Company	--	1,010	--
Payable for fund shares purchased	2,779	--	141
Other liabilities	--	1	--
Total liabilities	2,779	1,011	141
NET ASSETS:			
For contract liabilities	$3,279,810	$9,058,775	$1,912,795
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	267,690	638,209	145,995
Minimum unit fair value #*	$12.252275	$14.194061	$13.101818
Maximum unit fair value #*	$12.252275	$14.194061	$13.101818
Contract liability	$3,279,810	$9,058,775	$1,912,795

<Caption>

	OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND/VA	PUTNAM VT DIVERSIFIED INCOME FUND

	SUB-ACCOUNT	SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	60,439	521,167
Cost	$785,779	$3,870,637
Market value	$1,206,354	$3,779,267
Due from Sponsor Company	89	3,118
Receivable from fund shares sold	--	--
Other assets	--	--
Total assets	1,206,443	3,782,385
LIABILITIES:		
Due to Sponsor Company	--	--
Payable for fund shares purchased	89	3,118
Other liabilities	--	1
Total liabilities	89	3,119
NET ASSETS:		
For contract liabilities	$1,206,354	$3,779,266
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	91,197	255,540
Minimum unit fair value #*	$13.228057	$13.593368
Maximum unit fair value #*	$13.228057	$28.400397
Contract liability	$1,206,354	$3,779,266

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

<Table>
<Caption>

	PUTNAM VT GLOBAL ASSET ALLOCATION FUND SUB-ACCOUNT	PUTNAM VT GLOBAL EQUITY FUND SUB-ACCOUNT	PUTNAM VT GROWTH AND INCOME FUND SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	24,595	293,652	697,511
Cost	$454,454	$4,937,574	$18,284,160
Market value	$393,766	$3,534,987	$12,553,781
Due from Sponsor Company	--	453	18,378
Receivable from fund shares sold	--	--	--
Other assets	--	--	--
Total assets	393,766	3,535,440	12,572,159
LIABILITIES:			
Due to Sponsor Company	--	--	--
Payable for fund shares purchased	--	453	18,378
Other liabilities	--	--	2
Total liabilities	--	453	18,380
NET ASSETS:			
For contract liabilities	$393,766	$3,534,987	$12,553,779

DEFERRED CONTRACTS IN THE ACCUMULATION

PERIOD:			
Units owned by participants #	11,183	130,470	416,459
Minimum unit fair value #*	$35.209669	$17.157542	$14.962585
Maximum unit fair value #*	$35.209669	$29.391653	$36.716590
Contract liability	$393,766	$3,534,987	$12,553,779

<Caption>

<S>	PUTNAM VT GLOBAL HEALTH CARE FUND SUB-ACCOUNT	PUTNAM VT HIGH YIELD FUND SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	72,931	3,032,746
Cost	$766,727	$23,261,896
Market value	$956,131	$21,397,771
Due from Sponsor Company	--	5,877
Receivable from fund shares sold	7,464	--
Other assets	--	--
Total assets	963,595	21,403,648
LIABILITIES:		
Due to Sponsor Company	7,464	--
Payable for fund shares purchased	--	5,877
Other liabilities	--	--
Total liabilities	7,464	5,877
NET ASSETS:		
For contract liabilities	$956,131	$21,397,771
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	50,882	811,691
Minimum unit fair value #*	$18.791048	$21.165414
Maximum unit fair value #*	$18.791048	$39.207905
Contract liability	$956,131	$21,397,771

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

<Table>
<Caption>

<S>	PUTNAM VT INCOME FUND SUB-ACCOUNT	PUTNAM VT INTERNATIONAL VALUE FUND SUB-ACCOUNT	PUTNAM VT INTERNATIONAL EQUITY FUND SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	1,403,013	61,401	1,313,571
Cost	$17,331,277	$851,382	$21,282,197
Market value	$17,079,311	$576,556	$15,005,367
Due from Sponsor Company	299	--	3,020
Receivable from fund shares sold	--	--	--
Other assets	--	--	--
Total assets	17,079,610	576,556	15,008,387
LIABILITIES:			

Due to Sponsor Company	--	--	--
Payable for fund shares purchased	299	--	3,020
Other liabilities	--	--	1
Total liabilities	299	--	3,021
NET ASSETS:			
For contract liabilities	$17,079,311	$576,556	$15,005,366
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	826,873	33,535	879,462
Minimum unit fair value #*	$16.678880	$17.192665	$16.633499
Maximum unit fair value #*	$32.470755	$17.192665	$17.234398
Contract liability	$17,079,311	$576,556	$15,005,366

<Caption>

<S> <C> <C> <C> <C> <C> <C>

	PUTNAM VT INTERNATIONAL GROWTH FUND SUB-ACCOUNT	PUTNAM VT INVESTORS FUND SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	19,105	61,913
Cost	$279,622	$731,197
Market value	$316,383	$717,576
Due from Sponsor Company	--	--
Receivable from fund shares sold	3,300	--
Other assets	--	--
Total assets	319,683	717,576
LIABILITIES:		
Due to Sponsor Company	3,300	--
Payable for fund shares purchased	--	--
Other liabilities	--	--
Total liabilities	3,300	--

NET ASSETS:		
For contract liabilities	$316,383	$717,576
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	18,116	57,882
Minimum unit fair value #*	$17.464541	$12.397161
Maximum unit fair value #*	$17.464541	$12.397161
Contract liability	$316,383	$717,576

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES -- (CONTINUED)
DECEMBER 31, 2012

<Table>
<Caption>

<S>	PUTNAM VT MONEY MARKET FUND SUB-ACCOUNT	PUTNAM VT MULTI-CAP GROWTH FUND SUB-ACCOUNT	PUTNAM VT SMALL CAP VALUE FUND SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	101,044	394,941	330,838

Cost	$101,044	$9,070,558	$6,404,884
Market value	$101,044	$8,994,704	$5,058,519
Due from Sponsor Company	--	--	--
Receivable from fund shares sold	--	2,978	790
Other assets	--	--	--
Total assets	101,044	8,997,682	5,059,309
LIABILITIES:			
Due to Sponsor Company	--	2,978	790
Payable for fund shares purchased	--	--	--
Other liabilities	1	--	1
Total liabilities	1	2,978	791
NET ASSETS:			
For contract liabilities	$101,043	$8,994,704	$5,058,518
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	56,037	348,446	436,613
Minimum unit fair value #*	$1.803151	$17.208979	$11.585811
Maximum unit fair value #*	$1.803151	$28.168997	$11.585811
Contract liability	$101,043	$8,994,704	$5,058,518

<Caption>

<S>	PUTNAM VT GEORGE PUTNAM BALANCED FUND SUB-ACCOUNT	PUTNAM VT GLOBAL UTILITIES FUND SUB-ACCOUNT
ASSETS:		
Investments:		
Number of shares	70,751	46,556
Cost	$718,324	$737,248
Market value	$566,009	$565,658
Due from Sponsor Company	--	--
Receivable from fund shares sold	--	--

Other assets	--	--
Total assets	566,009	565,658
LIABILITIES:		
Due to Sponsor Company	--	--
Payable for fund shares purchased	--	--
Other liabilities	--	--
Total liabilities	--	--
NET ASSETS:		
For contract liabilities	$566,009	$565,658
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:		
Units owned by participants #	36,382	19,407
Minimum unit fair value #*	$15.557336	$29.147195
Maximum unit fair value #*	$15.557336	$29.147195
Contract liability	$566,009	$565,658

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF ASSETS AND LIABILITIES -- (CONCLUDED)
DECEMBER 31, 2012

<Table>
<Caption>

	PUTNAMVT VOYAGER FUND SUB-ACCOUNT	PUTNAM VT CAPITAL OPPORTUNITIES FUND SUB-ACCOUNT	PUTNAM VT EQUITY INCOME FUND SUB-ACCOUNT
ASSETS:			
Investments:			
Number of shares	444,534	294,633	423,166
Cost	$18,251,130	$4,533,616	$5,298,875
Market value	$16,204,779	$5,167,870	$6,659,814
Due from Sponsor Company	6,481	1,612	198
Receivable from fund shares sold	--	--	--
Other assets	1	1	1
Total assets	16,211,261	5,169,483	6,660,013
LIABILITIES:			
Due to Sponsor Company	--	--	--
Payable for fund shares purchased	6,481	1,612	198
Other liabilities	--	--	--
Total liabilities	6,481	1,612	198
NET ASSETS:			
For contract liabilities	$16,204,780	$5,167,871	$6,659,815
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	468,968	241,320	338,981
Minimum unit fair value #*	$16.202644	$21.414988	$19.095633
Maximum unit fair value #*	$40.405692	$21.414988	$19.759287
Contract liability	$16,204,780	$5,167,871	$6,659,815

<Caption>

	INVESCO VAN KAMPEN V.I. COMSTOCK FUND	INVESCO VAN KAMPEN V.I. AMERICAN FRANCHISE FUND	INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND

<S>	SUB-ACCOUNT	SUB-ACCOUNT (4)(5)(6)	SUB-ACCOUNT (4)(7)
ASSETS:			
Investments:			
Number of shares	1,410,884	55,606	280,907
Cost	$18,543,516	$2,062,277	$1,116,083
Market value	$18,651,883	$2,017,397	$1,101,156
Due from Sponsor Company	8,874	1,944	1,396
Receivable from fund shares sold	--	--	--
Other assets	--	1	--
Total assets	18,660,757	2,019,342	1,102,552
LIABILITIES:			
Due to Sponsor Company	--	--	--
Payable for fund shares purchased	8,874	1,944	1,396
Other liabilities	--	--	--
Total liabilities	8,874	1,944	1,396
NET ASSETS:			
For contract liabilities	$18,651,883	$2,017,398	$1,101,156
DEFERRED CONTRACTS IN THE ACCUMULATION PERIOD:			
Units owned by participants #	1,427,789	202,129	110,172
Minimum unit fair value #*	$13.063471	$9.980752	$9.994841
Maximum unit fair value #*	$13.063471	$9.980752	$9.994841
Contract liability	$18,651,883	$2,017,398	$1,101,156

</Table>

Rounded units/unit fair values

* For Sub-Accounts with only one unit fair value, the unit fair value is illustrated in both the minimum and maximum unit fair value rows.

(4) Funded as of April 27, 2012.

(5) Formerly Invesco Van Kampen V.I. Capital Growth Fund. Change effective

April 30, 2012.

(6) Effective April 27, 2012 Invesco V.I. Capital Appreciation Fund merged with Invesco Van Kampen V.I. Capital Growth Fund.

(7) Effective April 27, 2012 Invesco V.I. Capital Development Fund merged with Invesco Van Kampen V.I. Mid Cap Growth Fund.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2012

<Table>
<Caption>

	ALLIANCEBERNSTEIN VPS INTERNATIONAL VALUE PORTFOLIO SUB-ACCOUNT	ALLIANCEBERNSTEIN VPS SMALL/MID-CAP VALUE PORTFOLIO SUB-ACCOUNT	ALLIANCEBERNSTEIN VPS INTERNATIONAL GROWTH PORTFOLIO SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$156,659	$25,917	$44,722
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(1,144,573)	(21,731)	(211,992)
Net realized gain on distributions	--	286,676	--
Net unrealized appreciation (depreciation) of investments during the year	2,495,385	1,264,179	613,031
Net gain (loss) on investments	1,350,812	1,529,124	401,039

Net increase (decrease) in net assets resulting from operations	$1,507,471	$1,555,041	$445,761

<Caption>

<S>	INVESCO V.I. CORE EQUITY FUND SUB-ACCOUNT	INVESCO V.I. INTERNATIONAL GROWTH FUND SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$19,947	$51,314
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	86,542	46,846
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	167,713	394,951
Net gain (loss) on investments	254,255	441,797
Net increase (decrease) in net assets resulting from operations	$274,202	$493,111

</Table>

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SEPARATE ACCOUNT VL I

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF OPERATIONS -- (CONTINUED)
FOR THE YEAR ENDED DECEMBER 31, 2012

	INVESCO V.I. MID CAP CORE EQUITY FUND SUB-ACCOUNT	INVESCO V.I. SMALL CAP EQUITY FUND SUB-ACCOUNT	INVESCO V.I. BALANCED RISK ALLOCATION FUND SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$9,885	$ --	$42,610
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(117,097)	303,211	85,078
Net realized gain on distributions	128,509	--	18,807
Net unrealized appreciation (depreciation) of investments during the year	1,565,172	391,283	225,103
Net gain (loss) on investments	1,576,584	694,494	328,988
Net increase (decrease) in net assets resulting from operations	$1,586,469	$694,494	$371,598

	AMERICAN FUNDS ASSET ALLOCATION FUND SUB-ACCOUNT	AMERICAN FUNDS BLUE CHIP INCOME AND GROWTH FUND SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$1,515,533	$907,287
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		

Net realized gain (loss) on security transactions	506,211	(242,494)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	9,552,047	5,180,465
Net gain (loss) on investments	10,058,258	4,937,971
Net increase (decrease) in net assets resulting from operations	$11,573,791	$5,845,258

</Table>

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF OPERATIONS -- (CONTINUED)
FOR THE YEAR ENDED DECEMBER 31, 2012

<Table>
<Caption>

<S>	AMERICAN FUNDS BOND FUND SUB-ACCOUNT	AMERICAN FUNDS GLOBAL GROWTH FUND SUB-ACCOUNT	AMERICAN FUNDS GROWTH FUND SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$1,417,612	$485,164	$1,504,885
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(59,072)	1,261,157	2,719,085

Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	1,640,074	9,155,190	26,928,101
Net gain (loss) on investments	1,581,002	10,416,347	29,647,186
Net increase (decrease) in net assets resulting from operations	$2,998,614	$10,901,511	$31,152,071

<Caption>

	AMERICAN FUNDS GROWTH-INCOME FUND SUB-ACCOUNT	AMERICAN FUNDS INTERNATIONAL FUND SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$2,535,530	$905,081
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	1,417,345	(609,820)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	21,110,456	9,876,645
Net gain (loss) on investments	22,527,801	9,266,825
Net increase (decrease) in net assets resulting from operations	$25,063,331	$10,171,906

</Table>

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF OPERATIONS -- (CONTINUED)
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<Table>
<Caption>

	AMERICAN FUNDS NEW WORLD FUND SUB-ACCOUNT	AMERICAN FUNDS GLOBAL SMALL CAPITALIZATION FUND SUB-ACCOUNT	FIDELITY VIP ASSET MANAGER PORTFOLIO SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$337,951	$344,664	$15,871
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	618,029	373,650	(23,293)
Net realized gain on distributions	--	--	7,599
Net unrealized appreciation (depreciation) of investments during the year	4,554,966	3,563,905	127,300
Net gain (loss) on investments	5,172,995	3,937,555	111,606
Net increase (decrease) in net assets resulting from operations	$5,510,946	$4,282,219	$127,477

<Caption>

	FIDELITY VIP EQUITY INCOME PORTFOLIO SUB-ACCOUNT	FIDELITY VIP CONTRAFUND PORTFOLIO SUB-ACCOUNT
INVESTMENT INCOME:		

Dividends	$1,026,699	$448,172
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	(464,857)	(562,136)
Net realized gain on distributions	2,114,638	--
Net unrealized appreciation (depreciation) of investments during the year	2,611,591	6,124,618
Net gain (loss) on investments	4,261,372	5,562,482
Net increase (decrease) in net assets resulting from operations	$5,288,071	$6,010,654

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
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<Table>
<Caption>

<S>	FIDELITY VIP OVERSEAS PORTFOLIO SUB-ACCOUNT	FIDELITY VIP MID CAP PORTFOLIO SUB-ACCOUNT	FIDELITY VIP FREEDOM 2010 PORTFOLIO SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$12,429	$95,963	$15,094

NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(382,434)	(20,910)	19,911
Net realized gain on distributions	2,139	1,987,736	13,387
Net unrealized appreciation (depreciation) of investments during the year	508,540	1,255,339	48,484
Net gain (loss) on investments	128,245	3,222,165	81,782
Net increase (decrease) in net assets resulting from operations	$140,674	$3,318,128	$96,876

<Caption>

<S>	FIDELITY VIP FREEDOM 2020 PORTFOLIO SUB-ACCOUNT	FIDELITY VIP FREEDOM 2030 PORTFOLIO SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$17,451	$19,766
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	90,508	23,073
Net realized gain on distributions	12,543	8,601
Net unrealized appreciation (depreciation) of investments during the year	17,138	66,468
Net gain (loss) on investments	120,189	98,142
Net increase (decrease) in net assets resulting from operations	$137,640	$117,908

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
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<Table>
<Caption>

<S>	FRANKLIN INCOME SECURITIES FUND SUB-ACCOUNT	FRANKLIN SMALL CAP VALUE SECURITIES FUND SUB-ACCOUNT	FRANKLIN STRATEGIC INCOME SECURITIES FUND SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$2,338,974	$195,327	$1,018,874
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(558,449)	216,424	160,699
Net realized gain on distributions	--	--	16,617
Net unrealized appreciation (depreciation) of investments during the year	2,543,977	3,891,904	582,997
Net gain (loss) on investments	1,985,528	4,108,328	760,313
Net increase (decrease) in net assets resulting from operations	$4,324,502	$4,303,655	$1,779,187

<Caption>

TEMPLETON

<S>	MUTUAL SHARES SECURITIES FUND SUB-ACCOUNT	FOREIGN SECURITIES FUND SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$901,804	$40,452
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	(474,795)	(11,789)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	5,393,466	180,955
Net gain (loss) on investments	4,918,671	169,166
Net increase (decrease) in net assets resulting from operations	$5,820,475	$209,618

</Table>

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE FINANCIAL STATEMENTS.

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF OPERATIONS -- (CONTINUED)
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<Table>
<Caption>

	TEMPLETON GROWTH	MUTUAL GLOBAL DISCOVERY	TEMPLETON GLOBAL BOND

	SECURITIES FUND SUB-ACCOUNT	SECURITIES FUND SUB-ACCOUNT	SECURITIES FUND SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$196,462	$651,675	$1,823,602
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(319,874)	(143,810)	388,998
Net realized gain on distributions	--	1,315,556	45,781
Net unrealized appreciation (depreciation) of investments during the year	1,973,806	1,274,741	1,732,351
Net gain (loss) on investments	1,653,932	2,446,487	2,167,130
Net increase (decrease) in net assets resulting from operations	$1,850,394	$3,098,162	$3,990,732

<Caption>

	HARTFORD BALANCED HLS FUND SUB-ACCOUNT (1)	HARTFORD TOTAL RETURN BOND HLS FUND SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$2,061,531	$4,610,785
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	(2,213,507)	405,218
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	8,404,906	3,174,044

Net gain (loss) on investments	6,191,399	3,579,262
Net increase (decrease) in net assets resulting from operations	$8,252,930	$8,190,047

</Table>

(1) Formerly Hartford Advisers HLS Fund. Change effective June 29, 2012.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
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<S>	HARTFORD CAPITAL APPRECIATION HLS FUND SUB-ACCOUNT	HARTFORD DIVIDEND AND GROWTH HLS FUND SUB-ACCOUNT	HARTFORD GLOBAL RESEARCH HLS FUND SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$2,431,988	$2,375,752	$5,324
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(2,903,166)	1,021,872	24,036
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	28,622,471	10,034,552	87,437

Net gain (loss) on investments	25,719,305	11,056,424	111,473
Net increase (decrease) in net assets resulting from operations	$28,151,293	$13,432,176	$116,797

<Caption>

<S>	HARTFORD GLOBAL GROWTH HLS FUND SUB-ACCOUNT	HARTFORD DISCIPLINED EQUITY HLS FUND SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$5,232	$260,634
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	8,023	161,484
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	185,786	2,183,598
Net gain (loss) on investments	193,809	2,345,082
Net increase (decrease) in net assets resulting from operations	$199,041	$2,605,716

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STATEMENTS OF OPERATIONS -- (CONTINUED)
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<Table>
<Caption>

<S>	HARTFORD GROWTH OPPORTUNITIES HLS FUND SUB-ACCOUNT	HARTFORD HIGH YIELD HLS FUND SUB-ACCOUNT	HARTFORD INDEX HLS FUND SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$ --	$333,837	$935,217
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(106,543)	21,821	(1,068,095)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	5,962,947	112,582	6,932,296
Net gain (loss) on investments	5,856,404	134,403	5,864,201
Net increase (decrease) in net assets resulting from operations	$5,856,404	$468,240	$6,799,418

<Caption>

<S>	HARTFORD INTERNATIONAL OPPORTUNITIES HLS FUND SUB-ACCOUNT	HARTFORD MIDCAP HLS FUND SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$835,077	$446,227

NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	(1,023,981)	1,939,453
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	8,211,936	7,585,951
Net gain (loss) on investments	7,187,955	9,525,404
Net increase (decrease) in net assets resulting from operations	$8,023,032	$9,971,631

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<S>	HARTFORD MIDCAP VALUE HLS FUND SUB-ACCOUNT	HARTFORD MONEY MARKET HLS FUND SUB-ACCOUNT	HARTFORD SMALL COMPANY HLS FUND SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$151,965	$ --	$ --

NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(318,937)	--	549,257
Net realized gain on distributions	--	--	1,783
Net unrealized appreciation (depreciation) of investments during the year	2,990,280	--	3,665,635
Net gain (loss) on investments	2,671,343	--	4,216,675
Net increase (decrease) in net assets resulting from operations	$2,823,308	$ --	$4,216,675

<Caption>

<S>	HARTFORD STOCK HLS FUND SUB-ACCOUNT	HARTFORD U.S. GOVERNMENT SECURITIES HLS FUND SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$1,552,602	$386,717
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	(3,866,160)	20,070
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	12,451,177	89,721
Net gain (loss) on investments	8,585,017	109,791
Net increase (decrease) in net assets resulting from operations	$10,137,619	$496,508

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<Table>
<Caption>

<S>	LORD ABBETT CALIBRATED DIVIDEND GROWTH FUND SUB-ACCOUNT (2)	LORD ABBETT BOND-DEBENTURE FUND SUB-ACCOUNT	LORD ABBETT GROWTH AND INCOME FUND SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$218,191	$388,294	$65,826
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(44,860)	147,019	(139,658)
Net realized gain on distributions	--	86,447	--
Net unrealized appreciation (depreciation) of investments during the year	658,583	80,958	845,465
Net gain (loss) on investments	613,723	314,424	705,807
Net increase (decrease) in net assets resulting from operations	$831,914	$702,718	$771,633

<Caption>

	MFS INVESTORS TRUST SERIES SUB-ACCOUNT	MFS NEW DISCOVERY SERIES SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$7,739	$ --
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	100	102,585
Net realized gain on distributions	--	595,320
Net unrealized appreciation (depreciation) of investments during the year	137,784	440,507
Net gain (loss) on investments	137,884	1,138,412
Net increase (decrease) in net assets resulting from operations	$145,623	$1,138,412

</Table>

(2) Formerly Lord Abbett Capital Structure Fund. Change effective September 27, 2012.

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<Table>
<Caption>

	MFS TOTAL RETURN SERIES SUB-ACCOUNT	MFS VALUE SERIES SUB-ACCOUNT	MFS RESEARCH BOND SERIES SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$721,342	$138,167	$243,621
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(65,675)	258,454	92,570
Net realized gain on distributions	--	64,051	58,279
Net unrealized appreciation (depreciation) of investments during the year	2,080,808	778,010	220,404
Net gain (loss) on investments	2,015,133	1,100,515	371,253
Net increase (decrease) in net assets resulting from operations	$2,736,475	$1,238,682	$614,874

<Caption>

	UIF MID CAP GROWTH PORTFOLIO SUB-ACCOUNT	INVESCO VAN KAMPEN V.I. AMERICAN VALUE FUND SUB-ACCOUNT (3)
INVESTMENT INCOME:		
Dividends	$ --	$16,524
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	219,939	(3,280)
Net realized gain on		

distributions	248,191	--
Net unrealized appreciation (depreciation) of investments during the year	(316,790)	367,564
Net gain (loss) on investments	151,340	364,284
Net increase (decrease) in net assets resulting from operations	$151,340	$380,808

</Table>

(3) Formerly Invesco Van Kampen V.I. Mid Cap Value Fund. Change effective July 15, 2012.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
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<Table>
<Caption>

<S>	OPPENHEIMER CAPITAL APPRECIATION FUND/VA SUB-ACCOUNT	OPPENHEIMER GLOBAL SECURITIES FUND/VA SUB-ACCOUNT	OPPENHEIMER MAIN STREET FUND/VA SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$12,779	$165,095	$11,359
NET REALIZED AND UNREALIZED GAIN			

(LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	27,215	(122,635)	(7,953)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	372,682	1,593,001	249,641
Net gain (loss) on investments	399,897	1,470,366	241,688
Net increase (decrease) in net assets resulting from operations	$412,676	$1,635,461	$253,047

<Caption>

<S>	OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND/VA SUB-ACCOUNT	PUTNAM VT DIVERSIFIED INCOME FUND SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$3,638	$211,542
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	55,357	(60,823)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	121,741	255,782
Net gain (loss) on investments	177,098	194,959
Net increase (decrease) in net assets resulting from operations	$180,736	$406,501

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<Table>
<Caption>

<S>	PUTNAM VT GLOBAL ASSET ALLOCATION FUND SUB-ACCOUNT	PUTNAM VT GLOBAL EQUITY FUND SUB-ACCOUNT	PUTNAM VT GROWTH AND INCOME FUND SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$4,137	$70,513	$242,433
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(12,266)	(534,553)	(1,296,038)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	63,286	1,146,013	3,261,439
Net gain (loss) on investments	51,020	611,460	1,965,401
Net increase (decrease) in net assets resulting from operations	$55,157	$681,973	$2,207,834

<Caption>

	PUTNAM VT GLOBAL HEALTH CARE FUND	PUTNAM VT HIGH YIELD FUND

<S>	SUB-ACCOUNT	SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$14,657	$1,598,319
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	19,552	(499,796)
Net realized gain on distributions	78,490	--
Net unrealized appreciation (depreciation) of investments during the year	78,690	2,024,556
Net gain (loss) on investments	176,732	1,524,760
Net increase (decrease) in net assets resulting from operations	$191,389	$3,123,079

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<Table>
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<S>	PUTNAM VT INCOME FUND SUB-ACCOUNT	PUTNAM VT INTERNATIONAL VALUE FUND SUB-ACCOUNT	PUTNAM VT INTERNATIONAL EQUITY FUND SUB-ACCOUNT

INVESTMENT INCOME:			
Dividends	$889,042	$18,385	$351,743
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(139,483)	(53,327)	(1,916,020)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	1,057,592	145,266	4,502,951
Net gain (loss) on investments	918,109	91,939	2,586,931
Net increase (decrease) in net assets resulting from operations	$1,807,151	$110,324	$2,938,674

<Caption>

<S>	PUTNAM VT INTERNATIONAL GROWTH FUND SUB-ACCOUNT	PUTNAM VT INVESTORS FUND SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$5,636	$11,625
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	3,555	(7,784)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	54,401	111,646
Net gain (loss) on investments	57,956	103,862
Net increase (decrease) in net assets resulting from operations	$63,592	$115,487

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<S>	PUTNAM VT MONEY MARKET FUND SUB-ACCOUNT	PUTNAM VT MULTI-CAP GROWTH FUND SUB-ACCOUNT	PUTNAM VT SMALL CAP VALUE FUND SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$11	$42,871	$22,543
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	--	(66,907)	(291,030)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	--	1,443,120	1,075,697
Net gain (loss) on investments	--	1,376,213	784,667
Net increase (decrease) in net assets resulting from operations	$11	$1,419,084	$807,210

<Caption>

<S>	PUTNAM VT GEORGE PUTNAM BALANCED FUND SUB-ACCOUNT	PUTNAM VT GLOBAL UTILITIES FUND SUB-ACCOUNT
INVESTMENT INCOME:		
Dividends	$14,889	$24,312
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:		
Net realized gain (loss) on security transactions	(53,086)	(44,887)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	117,078	51,556
Net gain (loss) on investments	63,992	6,669
Net increase (decrease) in net assets resulting from operations	$78,881	$30,981

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<S>	PUTNAM VT VOYAGER FUND SUB-ACCOUNT	PUTNAM VT CAPITAL OPPORTUNITIES FUND SUB-ACCOUNT	PUTNAM VT EQUITY INCOME FUND SUB-ACCOUNT
INVESTMENT INCOME:			
Dividends	$65,876	$20,024	$152,166
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(411,272)	95,813	230,672
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	2,688,500	601,911	768,548
Net gain (loss) on investments	2,277,228	697,724	999,220
Net increase (decrease) in net assets resulting from operations	$2,343,104	$717,748	$1,151,386

<Caption>

<S>	INVESCO VAN KAMPEN V.I. COMSTOCK FUND SUB-ACCOUNT	INVESCO VAN KAMPEN V.I. AMERICAN FRANCHISE FUND SUB-ACCOUNT (4)(5)(6)	INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND SUB-ACCOUNT (4)(7)
INVESTMENT INCOME:			
Dividends	$271,870	$ --	$ --
NET REALIZED AND UNREALIZED GAIN (LOSS) ON INVESTMENTS:			
Net realized gain (loss) on security transactions	(93,793)	(58,126)	(408,453)
Net realized gain on distributions	--	--	359
Net unrealized appreciation (depreciation) of investments during			

the year	2,953,162	281,603	531,228
Net gain (loss) on investments	2,859,369	223,477	123,134
Net increase (decrease) in net assets resulting from operations	$3,131,239	$223,477	$123,134

</Table>

(4) Funded as of April 27, 2012.

(5) Formerly Invesco Van Kampen V.I. Capital Growth Fund. Change effective April 30, 2012.

(6) Effective April 27, 2012 Invesco V.I. Capital Appreciation Fund merged with Invesco Van Kampen V.I. Capital Growth Fund.

(7) Effective April 27, 2012 Invesco V.I. Capital Development Fund merged with Invesco Van Kampen V.I. Mid Cap Growth Fund.

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<S>	ALLIANCEBERNSTEIN VPS INTERNATIONAL VALUE PORTFOLIO SUB-ACCOUNT <C>	ALLIANCEBERNSTEIN VPS SMALL/MID-CAP VALUE PORTFOLIO SUB-ACCOUNT <C>	ALLIANCEBERNSTEIN VPS INTERNATIONAL GROWTH PORTFOLIO SUB-ACCOUNT <C>
OPERATIONS:			

Net investment income (loss)	$156,659	$25,917	$44,722
Net realized gain (loss) on security transactions	(1,144,573)	(21,731)	(211,992)
Net realized gain on distributions	--	286,676	--
Net unrealized appreciation (depreciation) of investments during the year	2,495,385	1,264,179	613,031
Net increase (decrease) in net assets resulting from operations	1,507,471	1,555,041	445,761
UNIT TRANSACTIONS:			
Purchases	1,649,349	988,241	350,500
Net transfers	(381,153)	(659,965)	(36,892)
Surrenders for benefit payments and fees	(520,118)	(363,154)	(137,361)
Other transactions	(2,025)	(137)	(357)
Death benefits	(77,216)	(14,863)	(5,529)
Net loan activity	(112,861)	(135,569)	(6,793)
Cost of insurance and other fees	(982,450)	(690,401)	(283,250)
Net increase (decrease) in net assets resulting from unit transactions	(426,474)	(875,848)	(119,682)
Net increase (decrease) in net assets	1,080,997	679,193	326,079
NET ASSETS:			
Beginning of year	10,632,441	8,800,986	2,988,607
End of year	$11,713,438	$9,480,179	$3,314,686

<Caption>

	INVESCO V.I. CORE EQUITY FUND SUB-ACCOUNT	INVESCO V.I. INTERNATIONAL GROWTH FUND SUB-ACCOUNT
<S>	<C> <C> <C>	<C> <C> <C>
OPERATIONS:		
Net investment income (loss)	$19,947	$51,314
Net realized gain (loss) on security transactions	86,542	46,846

Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	167,713	394,951
Net increase (decrease) in net assets resulting from operations	274,202	493,111
UNIT TRANSACTIONS:		
Purchases	157,390	258,222
Net transfers	(529,165)	498,681
Surrenders for benefit payments and fees	(129,728)	(158,124)
Other transactions	(462)	369
Death benefits	(8,464)	(15,187)
Net loan activity	(27,971)	(5,150)
Cost of insurance and other fees	(145,228)	(221,437)
Net increase (decrease) in net assets resulting from unit transactions	(683,628)	357,374
Net increase (decrease) in net assets	(409,426)	850,485
NET ASSETS:		
Beginning of year	2,158,027	3,007,295
End of year	$1,748,601	$3,857,780

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
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<Table>
<Caption>

	INVESCO V.I. MID CAP CORE EQUITY FUND SUB-ACCOUNT	INVESCO V.I. SMALL CAP EQUITY FUND SUB-ACCOUNT	INVESCO V.I. BALANCED RISK ALLOCATION FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$9,885	$ --	$42,610
Net realized gain (loss) on security transactions	(117,097)	303,211	85,078
Net realized gain on distributions	128,509	--	18,807
Net unrealized appreciation (depreciation) of investments during the year	1,565,172	391,283	225,103
Net increase (decrease) in net assets resulting from operations	1,586,469	694,494	371,598
UNIT TRANSACTIONS:			
Purchases	1,367,316	444,832	209,264
Net transfers	(1,003,445)	(678,094)	3,072,559
Surrenders for benefit payments and fees	(957,674)	(289,396)	(70,868)
Other transactions	(1,128)	462	(1,004)
Death benefits	(58,893)	(22,792)	--
Net loan activity	(191,329)	(30,839)	(18,424)
Cost of insurance and other fees	(1,018,200)	(351,397)	(226,768)
Net increase (decrease) in net assets resulting from unit transactions	(1,863,353)	(927,224)	2,964,759
Net increase (decrease) in net assets	(276,884)	(232,730)	3,336,357
NET ASSETS:			
Beginning of year	15,224,463	5,336,286	2,369,988
End of year	$14,947,579	$5,103,556	$5,706,345

<Caption>

	AMERICAN FUNDS ASSET ALLOCATION FUND SUB-ACCOUNT	AMERICAN FUNDS BLUE CHIP INCOME AND GROWTH FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$1,515,533	$907,287
Net realized gain (loss) on security transactions	506,211	(242,494)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	9,552,047	5,180,465
Net increase (decrease) in net assets resulting from operations	11,573,791	5,845,258
UNIT TRANSACTIONS:		
Purchases	6,045,688	4,051,807
Net transfers	2,284,120	(961,618)
Surrenders for benefit payments and fees	(3,951,815)	(2,167,041)
Other transactions	883	(450)
Death benefits	(714,976)	(245,384)
Net loan activity	(456,713)	(175,477)
Cost of insurance and other fees	(6,069,896)	(3,419,379)
Net increase (decrease) in net assets resulting from unit transactions	(2,862,709)	(2,917,542)
Net increase (decrease) in net assets	8,711,082	2,927,716
NET ASSETS:		
Beginning of year	72,769,375	42,748,991
End of year	$81,480,457	$45,676,707

</Table>

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF CHANGES IN NET ASSETS -- (CONTINUED)
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<Table>
<Caption>

<S>	AMERICAN FUNDS BOND FUND SUB-ACCOUNT	AMERICAN FUNDS GLOBAL GROWTH FUND SUB-ACCOUNT	AMERICAN FUNDS GROWTH FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$1,417,612	$485,164	$1,504,885
Net realized gain (loss) on security transactions	(59,072)	1,261,157	2,719,085
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	1,640,074	9,155,190	26,928,101
Net increase (decrease) in net assets resulting from operations	2,998,614	10,901,511	31,152,071
UNIT TRANSACTIONS:			
Purchases	4,453,225	4,211,620	16,612,281
Net transfers	1,407,371	(1,759,512)	(5,815,947)
Surrenders for benefit payments and fees	(3,610,674)	(2,995,813)	(11,737,845)
Other transactions	(1,478)	(996)	1,768
Death benefits	(976,780)	(330,945)	(1,421,801)
Net loan activity	(343,061)	(378,793)	(1,522,163)
Cost of insurance and other fees	(4,354,378)	(3,631,006)	(13,430,117)
Net increase (decrease) in net assets			

resulting from unit transactions	(3,425,775)	(4,885,445)	(17,313,824)
Net increase (decrease) in net assets	(427,161)	6,016,066	13,838,247
NET ASSETS:			
Beginning of year	57,391,616	50,273,308	179,535,333
End of year	$56,964,455	$56,289,374	$193,373,580

<Caption>

<S>	<C> <C> AMERICAN FUNDS GROWTH-INCOME FUND SUB-ACCOUNT <C>	<C> <C> AMERICAN FUNDS INTERNATIONAL FUND SUB-ACCOUNT <C>
OPERATIONS:		
Net investment income (loss)	$2,535,530	$905,081
Net realized gain (loss) on security transactions	1,417,345	(609,820)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	21,110,456	9,876,645
Net increase (decrease) in net assets resulting from operations	25,063,331	10,171,906
UNIT TRANSACTIONS:		
Purchases	13,158,800	5,653,117
Net transfers	(2,958,387)	(3,545,594)
Surrenders for benefit payments and fees	(8,896,756)	(3,604,612)
Other transactions	(2,291)	(2,905)
Death benefits	(1,752,229)	(422,216)
Net loan activity	(691,632)	(244,592)
Cost of insurance and other fees	(11,368,221)	(4,304,897)
Net increase (decrease) in net assets resulting from unit transactions	(12,510,716)	(6,471,699)
Net increase (decrease) in net assets	12,552,615	3,700,207

NET ASSETS:		
Beginning of year	147,800,923	59,982,007
End of year	$160,353,538	$63,682,214

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
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<Caption>

<S>	AMERICAN FUNDS NEW WORLD FUND SUB-ACCOUNT	AMERICAN FUNDS GLOBAL SMALL CAPITALIZATION FUND SUB-ACCOUNT	FIDELITY VIP ASSET MANAGER PORTFOLIO SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$337,951	$344,664	$15,871
Net realized gain (loss) on security transactions	618,029	373,650	(23,293)
Net realized gain on distributions	--	--	7,599
Net unrealized appreciation (depreciation) of investments during the year	4,554,966	3,563,905	127,300
Net increase (decrease) in net assets resulting from operations	5,510,946	4,282,219	127,477
UNIT TRANSACTIONS:			
Purchases	2,805,235	2,240,481	--

Net transfers	(1,245,968)	(1,282,100)	(14,158)
Surrenders for benefit payments and fees	(1,817,404)	(1,630,224)	(14,676)
Other transactions	(526)	1,861	(405)
Death benefits	(243,258)	(266,025)	(47,056)
Net loan activity	(173,262)	(235,904)	(268)
Cost of insurance and other fees	(2,280,043)	(1,764,788)	(90,168)
Net increase (decrease) in net assets resulting from unit transactions	(2,955,226)	(2,936,699)	(166,731)
Net increase (decrease) in net assets	2,555,720	1,345,520	(39,254)
NET ASSETS:			
Beginning of year	32,122,147	24,653,710	1,079,326
End of year	$34,677,867	$25,999,230	$1,040,072

<Caption>

	FIDELITY VIP EQUITY INCOME PORTFOLIO SUB-ACCOUNT	FIDELITY VIP CONTRAFUND PORTFOLIO SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$1,026,699	$448,172
Net realized gain (loss) on security transactions	(464,857)	(562,136)
Net realized gain on distributions	2,114,638	--
Net unrealized appreciation (depreciation) of investments during the year	2,611,591	6,124,618
Net increase (decrease) in net assets resulting from operations	5,288,071	6,010,654
UNIT TRANSACTIONS:		
Purchases	2,380,951	4,177,853
Net transfers	166,485	(2,395,758)
Surrenders for benefit payments and fees	(2,050,685)	(1,934,807)

Other transactions	(3,324)	3,957
Death benefits	(618,455)	(251,147)
Net loan activity	(109,863)	(387,363)
Cost of insurance and other fees	(2,428,570)	(3,123,474)
Net increase (decrease) in net assets resulting from unit transactions	(2,663,461)	(3,910,739)
Net increase (decrease) in net assets	2,624,610	2,099,915
NET ASSETS:		
Beginning of year	31,470,851	38,411,651
End of year	$34,095,461	$40,511,566

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF CHANGES IN NET ASSETS -- (CONTINUED)
FOR THE YEAR ENDED DECEMBER 31, 2012

<Table>
<Caption>

<S>	FIDELITY VIP OVERSEAS PORTFOLIO SUB-ACCOUNT	FIDELITY VIP MID CAP PORTFOLIO SUB-ACCOUNT	FIDELITY VIP FREEDOM 2010 PORTFOLIO SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$12,429	$95,963	$15,094
Net realized gain (loss) on security transactions	(382,434)	(20,910)	19,911
Net realized gain on distributions	2,139	1,987,736	13,387

Net unrealized appreciation (depreciation) of investments during the year	508,540	1,255,339	48,484
Net increase (decrease) in net assets resulting from operations	140,674	3,318,128	96,876
UNIT TRANSACTIONS:			
Purchases	--	2,301,655	15,219
Net transfers	(880,026)	(521,141)	(14,585)
Surrenders for benefit payments and fees	(36,745)	(1,008,469)	(61,871)
Other transactions	(1)	486	(11)
Death benefits	--	(76,311)	--
Net loan activity	(7,110)	(298,454)	(2,090)
Cost of insurance and other fees	(39,449)	(1,808,801)	(68,289)
Net increase (decrease) in net assets resulting from unit transactions	(963,331)	(1,411,035)	(131,627)
Net increase (decrease) in net assets	(822,657)	1,907,093	(34,751)
NET ASSETS:			
Beginning of year	1,485,234	23,076,075	958,170
End of year	$662,577	$24,983,168	$923,419

<Caption>

<S>	FIDELITY VIP FREEDOM 2020 PORTFOLIO SUB-ACCOUNT	FIDELITY VIP FREEDOM 2030 PORTFOLIO SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$17,451	$19,766
Net realized gain (loss) on security transactions	90,508	23,073
Net realized gain on distributions	12,543	8,601
Net unrealized appreciation (depreciation) of investments during the year	17,138	66,468

Net increase (decrease) in net assets resulting from operations	137,640	117,908
UNIT TRANSACTIONS:		
Purchases	43,226	57,589
Net transfers	61,223	406,382
Surrenders for benefit payments and fees	(442,842)	(161,178)
Other transactions	(2)	(600)
Death benefits	--	--
Net loan activity	(648)	(10,281)
Cost of insurance and other fees	(81,460)	(66,753)
Net increase (decrease) in net assets resulting from unit transactions	(420,503)	225,159
Net increase (decrease) in net assets	(282,863)	343,067
NET ASSETS:		
Beginning of year	1,272,532	698,148
End of year	$989,669	$1,041,215

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<Table>
<Caption>

	FRANKLIN	FRANKLIN SMALL CAP	FRANKLIN STRATEGIC

<S>	INCOME SECURITIES FUND SUB-ACCOUNT	VALUE SECURITIES FUND SUB-ACCOUNT	INCOME SECURITIES FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$2,338,974	$195,327	$1,018,874
Net realized gain (loss) on security transactions	(558,449)	216,424	160,699
Net realized gain on distributions	--	--	16,617
Net unrealized appreciation (depreciation) of investments during the year	2,543,977	3,891,904	582,997
Net increase (decrease) in net assets resulting from operations	4,324,502	4,303,655	1,779,187
UNIT TRANSACTIONS:			
Purchases	3,182,635	2,137,217	909,205
Net transfers	(936,198)	(1,111,970)	2,942,640
Surrenders for benefit payments and fees	(1,938,076)	(1,155,131)	(1,159,146)
Other transactions	2,918	1,376	(297)
Death benefits	(302,246)	(91,284)	(292,121)
Net loan activity	(220,184)	(100,847)	9,818
Cost of insurance and other fees	(2,857,630)	(1,649,188)	(783,931)
Net increase (decrease) in net assets resulting from unit transactions	(3,068,781)	(1,969,827)	1,626,168
Net increase (decrease) in net assets	1,255,721	2,333,828	3,405,355
NET ASSETS:			
Beginning of year	35,601,678	24,325,969	12,777,497
End of year	$36,857,399	$26,659,797	$16,182,852

<Caption>

	MUTUAL SHARES SECURITIES FUND	TEMPLETON FOREIGN SECURITIES FUND

<S>	SUB-ACCOUNT	SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$901,804	$40,452
Net realized gain (loss) on security transactions	(474,795)	(11,789)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	5,393,466	180,955
Net increase (decrease) in net assets resulting from operations	5,820,475	209,618
UNIT TRANSACTIONS:		
Purchases	4,219,134	86,176
Net transfers	(1,732,471)	162,582
Surrenders for benefit payments and fees	(2,396,132)	(32,771)
Other transactions	884	(122)
Death benefits	(96,969)	(1,605)
Net loan activity	(159,326)	(46,846)
Cost of insurance and other fees	(3,319,975)	(73,537)
Net increase (decrease) in net assets resulting from unit transactions	(3,484,855)	93,877
Net increase (decrease) in net assets	2,335,620	303,495
NET ASSETS:		
Beginning of year	41,993,887	1,101,958
End of year	$44,329,507	$1,405,453

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	TEMPLETON GROWTH SECURITIES FUND SUB-ACCOUNT	MUTUAL GLOBAL DISCOVERY SECURITIES FUND SUB-ACCOUNT	TEMPLETON GLOBAL BOND SECURITIES FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$196,462	$651,675	$1,823,602
Net realized gain (loss) on security transactions	(319,874)	(143,810)	388,998
Net realized gain on distributions	--	1,315,556	45,781
Net unrealized appreciation (depreciation) of investments during the year	1,973,806	1,274,741	1,732,351
Net increase (decrease) in net assets resulting from operations	1,850,394	3,098,162	3,990,732
UNIT TRANSACTIONS:			
Purchases	1,114,738	2,381,570	1,643,904
Net transfers	(120,749)	(1,168,625)	904,029
Surrenders for benefit payments and fees	(424,897)	(1,136,030)	(2,498,138)
Other transactions	(807)	1,814	(669)
Death benefits	(10,074)	(157,891)	(334,997)
Net loan activity	(69,911)	(240,406)	(88,384)
Cost of insurance and other fees	(882,588)	(1,850,929)	(1,617,433)
Net increase (decrease) in net assets resulting from unit transactions	(394,288)	(2,170,497)	(1,991,688)
Net increase (decrease) in net assets	1,456,106	927,665	1,999,044

NET ASSETS:			
Beginning of year	8,981,626	23,717,785	27,139,076
End of year	$10,437,732	$24,645,450	$29,138,120

<Caption>

<S> <C> <C> <C> <C> <C> <C>

	HARTFORD BALANCED HLS FUND SUB-ACCOUNT (1)	HARTFORD TOTAL RETURN BOND HLS FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$2,061,531	$4,610,785
Net realized gain (loss) on security transactions	(2,213,507)	405,218
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	8,404,906	3,174,044
Net increase (decrease) in net assets resulting from operations	8,252,930	8,190,047
UNIT TRANSACTIONS:		
Purchases	5,488,686	8,184,105
Net transfers	(1,061,788)	2,299,762
Surrenders for benefit payments and fees	(6,710,421)	(8,473,141)
Other transactions	(31,633)	(3,191)
Death benefits	(1,480,611)	(1,505,378)
Net loan activity	(316,285)	(865,538)
Cost of insurance and other fees	(6,335,646)	(8,544,267)
Net increase (decrease) in net assets resulting from unit transactions	(10,447,698)	(8,907,648)
Net increase (decrease) in net assets	(2,194,768)	(717,601)
NET ASSETS:		
Beginning of year	71,891,464	112,816,174

End of year	$69,696,696	$112,098,573

</Table>

(1) Formerly Hartford Advisers HLS Fund. Change effective June 29, 2012.

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<Table>
<Caption>

<S>	HARTFORD CAPITAL APPRECIATION HLS FUND SUB-ACCOUNT	HARTFORD DIVIDEND AND GROWTH HLS FUND SUB-ACCOUNT	HARTFORD GLOBAL RESEARCH HLS FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$2,431,988	$2,375,752	$5,324
Net realized gain (loss) on security transactions	(2,903,166)	1,021,872	24,036
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	28,622,471	10,034,552	87,437
Net increase (decrease) in net assets resulting from operations	28,151,293	13,432,176	116,797
UNIT TRANSACTIONS:			

Purchases	11,600,845	8,240,558	5,441
Net transfers	(7,518,631)	(3,263,808)	(440,076)
Surrenders for benefit payments and fees	(11,564,308)	(7,313,741)	(7,979)
Other transactions	(1,185)	(6,327)	(1)
Death benefits	(1,431,982)	(1,139,604)	--
Net loan activity	(1,544,887)	(1,603,023)	(391)
Cost of insurance and other fees	(11,422,784)	(7,697,031)	(19,905)
Net increase (decrease) in net assets resulting from unit transactions	(21,882,932)	(12,782,976)	(462,911)
Net increase (decrease) in net assets	6,268,361	649,200	(346,114)
NET ASSETS:			
Beginning of year	161,140,634	103,006,061	820,810
End of year	$167,408,995	$103,655,261	$474,696

<Caption>

<S>	HARTFORD GLOBAL GROWTH HLS FUND SUB-ACCOUNT	HARTFORD DISCIPLINED EQUITY HLS FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$5,232	$260,634
Net realized gain (loss) on security transactions	8,023	161,484
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	185,786	2,183,598
Net increase (decrease) in net assets resulting from operations	199,041	2,605,716
UNIT TRANSACTIONS:		
Purchases	24,029	1,448,743
Net transfers	113,786	50,024

Surrenders for benefit payments and fees	(56,922)	(1,010,775)
Other transactions	8	662
Death benefits	(4,779)	(110,436)
Net loan activity	(187)	(4,494)
Cost of insurance and other fees	(55,167)	(1,402,155)
Net increase (decrease) in net assets resulting from unit transactions	20,768	(1,028,431)
Net increase (decrease) in net assets	219,809	1,577,285
NET ASSETS:		
Beginning of year	861,024	15,162,866
End of year	$1,080,833	$16,740,151

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<Caption>

<S>	HARTFORD GROWTH OPPORTUNITIES HLS FUND SUB-ACCOUNT	HARTFORD HIGH YIELD HLS FUND SUB-ACCOUNT	HARTFORD INDEX HLS FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$ --	$333,837	$935,217

Net realized gain (loss) on security transactions	(106,543)	21,821	(1,068,095)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	5,962,947	112,582	6,932,296
Net increase (decrease) in net assets resulting from operations	5,856,404	468,240	6,799,418
UNIT TRANSACTIONS:			
Purchases	2,793,165	253,867	3,240,270
Net transfers	(627,306)	1,500,600	(501,444)
Surrenders for benefit payments and fees	(1,483,096)	(217,220)	(3,436,393)
Other transactions	2,599	3	(310)
Death benefits	(78,750)	(10,996)	(191,693)
Net loan activity	(395,617)	(3,803)	(262,775)
Cost of insurance and other fees	(2,182,012)	(268,200)	(3,514,066)
Net increase (decrease) in net assets resulting from unit transactions	(1,971,017)	1,254,251	(4,666,411)
Net increase (decrease) in net assets	3,885,387	1,722,491	2,133,007
NET ASSETS:			
Beginning of year	22,261,462	2,653,100	44,990,219
End of year	$26,146,849	$4,375,591	$47,123,226

<Caption>

<S>	HARTFORD INTERNATIONAL OPPORTUNITIES HLS FUND SUB-ACCOUNT <C>	HARTFORD MIDCAP HLS FUND SUB-ACCOUNT <C>
OPERATIONS:		
Net investment income (loss)	$835,077	$446,227
Net realized gain (loss) on security transactions	(1,023,981)	1,939,453

Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	8,211,936	7,585,951
Net increase (decrease) in net assets resulting from operations	8,023,032	9,971,631
UNIT TRANSACTIONS:		
Purchases	3,974,011	3,078,417
Net transfers	(3,519,671)	(2,517,454)
Surrenders for benefit payments and fees	(3,682,435)	(4,099,892)
Other transactions	(3,451)	(7,846)
Death benefits	(186,696)	(421,261)
Net loan activity	(384,831)	(876,960)
Cost of insurance and other fees	(3,096,440)	(3,602,913)
Net increase (decrease) in net assets resulting from unit transactions	(6,899,513)	(8,447,909)
Net increase (decrease) in net assets	1,123,519	1,523,722
NET ASSETS:		
Beginning of year	43,197,288	53,607,462
End of year	$44,320,807	$55,131,184

</Table>

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<Table>
<Caption>

	HARTFORD MIDCAP VALUE HLS FUND SUB-ACCOUNT	HARTFORD MONEY MARKET HLS FUND SUB-ACCOUNT	HARTFORD SMALL COMPANY HLS FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$151,965	$ --	$ --
Net realized gain (loss) on security transactions	(318,937)	--	549,257
Net realized gain on distributions	--	--	1,783
Net unrealized appreciation (depreciation) of investments during the year	2,990,280	--	3,665,635
Net increase (decrease) in net assets resulting from operations	2,823,308	--	4,216,675
UNIT TRANSACTIONS:			
Purchases	862,147	10,503,964	1,861,568
Net transfers	(371,826)	22,987,135	(1,014,064)
Surrenders for benefit payments and fees	(1,062,557)	(35,042,803)	(1,913,644)
Other transactions	(1,587)	--	(640)
Death benefits	(91,195)	(1,690,764)	(187,994)
Net loan activity	(56,848)	1,263,196	(260,196)
Cost of insurance and other fees	(811,382)	(8,902,894)	(1,914,604)
Net increase (decrease) in net assets resulting from unit transactions	(1,533,248)	(10,882,166)	(3,429,574)
Net increase (decrease) in net assets	1,290,060	(10,882,166)	787,101
NET ASSETS:			
Beginning of year	11,824,403	84,661,880	27,787,816
End of year	$13,114,463	$73,779,714	$28,574,917

<Caption>

	HARTFORD STOCK HLS FUND SUB-ACCOUNT	HARTFORD U.S. GOVERNMENT SECURITIES HLS FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$1,552,602	$386,717
Net realized gain (loss) on security transactions	(3,866,160)	20,070
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	12,451,177	89,721
Net increase (decrease) in net assets resulting from operations	10,137,619	496,508
UNIT TRANSACTIONS:		
Purchases	6,327,402	1,033,643
Net transfers	(2,912,153)	1,279,180
Surrenders for benefit payments and fees	(5,587,443)	(1,590,872)
Other transactions	(12,986)	380
Death benefits	(608,746)	(156,928)
Net loan activity	(547,464)	(58,612)
Cost of insurance and other fees	(6,166,429)	(995,507)
Net increase (decrease) in net assets resulting from unit transactions	(9,507,819)	(488,716)
Net increase (decrease) in net assets	629,800	7,792
NET ASSETS:		
Beginning of year	72,608,632	13,759,895
End of year	$73,238,432	$13,767,687

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<Table>
<Caption>

<S>	LORD ABBETT CALIBRATED DIVIDEND GROWTH FUND SUB-ACCOUNT (2)	LORD ABBETT BOND-DEBENTURE FUND SUB-ACCOUNT	LORD ABBETT GROWTH AND INCOME FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$218,191	$388,294	$65,826
Net realized gain (loss) on security transactions	(44,860)	147,019	(139,658)
Net realized gain on distributions	--	86,447	--
Net unrealized appreciation (depreciation) of investments during the year	658,583	80,958	845,465
Net increase (decrease) in net assets resulting from operations	831,914	702,718	771,633
UNIT TRANSACTIONS:			
Purchases	693,967	377,305	817,358
Net transfers	(195,298)	1,722,510	(395,090)
Surrenders for benefit payments and fees	(222,358)	(722,557)	(302,580)
Other transactions	(246)	(501)	(339)
Death benefits	(25,683)	--	(11,447)
Net loan activity	(36,707)	9,124	(35,905)
Cost of insurance and other fees	(552,365)	(351,046)	(571,476)

Net increase (decrease) in net assets resulting from unit transactions	(338,690)	1,034,835	(499,479)
Net increase (decrease) in net assets	493,224	1,737,553	272,154
NET ASSETS:			
Beginning of year	6,773,783	5,367,172	6,509,072
End of year	$7,267,007	$7,104,725	$6,781,226

<Caption>

<S>	MFS INVESTORS TRUST SERIES SUB-ACCOUNT	MFS NEW DISCOVERY SERIES SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$7,739	$ --
Net realized gain (loss) on security transactions	100	102,585
Net realized gain on distributions	--	595,320
Net unrealized appreciation (depreciation) of investments during the year	137,784	440,507
Net increase (decrease) in net assets resulting from operations	145,623	1,138,412
UNIT TRANSACTIONS:		
Purchases	48,210	410,648
Net transfers	18,021	(158,996)
Surrenders for benefit payments and fees	(10,669)	(318,105)
Other transactions	10	337
Death benefits	--	(2,494)
Net loan activity	(387)	(13,911)
Cost of insurance and other fees	(55,898)	(377,571)
Net increase (decrease) in net assets resulting from unit transactions	(713)	(460,092)

Net increase (decrease) in net assets	144,910	678,320
NET ASSETS:		
Beginning of year	796,004	5,457,737
End of year	$940,914	$6,136,057

</Table>

(2) Formerly Lord Abbett Capital Structure Fund. Change effective September 27, 2012.

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<Table>
<Caption>

<S>	MFS TOTAL RETURN SERIES SUB-ACCOUNT	MFS VALUE SERIES SUB-ACCOUNT	MFS RESEARCH BOND SERIES SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$721,342	$138,167	$243,621
Net realized gain (loss) on security transactions	(65,675)	258,454	92,570
Net realized gain on distributions	--	64,051	58,279
Net unrealized appreciation (depreciation) of investments during the year	2,080,808	778,010	220,404
Net increase (decrease) in net assets			

resulting from operations	2,736,475	1,238,682	614,874
UNIT TRANSACTIONS:			
Purchases	2,114,175	597,026	597,284
Net transfers	939,918	1,139,140	2,774,985
Surrenders for benefit payments and fees	(1,277,182)	(642,191)	(875,395)
Other transactions	(565)	111	37
Death benefits	(61,214)	(18,782)	(63,944)
Net loan activity	(340,648)	(24,866)	5,103
Cost of insurance and other fees	(1,730,596)	(492,118)	(684,103)
Net increase (decrease) in net assets resulting from unit transactions	(356,112)	558,320	1,753,967
Net increase (decrease) in net assets	2,380,363	1,797,002	2,368,841
NET ASSETS:			
Beginning of year	24,226,125	7,248,080	7,369,898
End of year	$26,606,488	$9,045,082	$9,738,739

<Caption>

<S>	UIF MID CAP GROWTH PORTFOLIO SUB-ACCOUNT	INVESCO VAN KAMPEN V.I. AMERICAN VALUE FUND SUB-ACCOUNT (3)
OPERATIONS:		
Net investment income (loss)	$ --	$16,524
Net realized gain (loss) on security transactions	219,939	(3,280)
Net realized gain on distributions	248,191	--
Net unrealized appreciation (depreciation) of investments during the year	(316,790)	367,564
Net increase (decrease) in net assets resulting from operations	151,340	380,808

UNIT TRANSACTIONS:		
Purchases	142,167	215,880
Net transfers	(363,326)	389,559
Surrenders for benefit payments and fees	(117,640)	(82,450)
Other transactions	(69)	(1,677)
Death benefits	(62)	(50,863)
Net loan activity	(2,103)	(1,555)
Cost of insurance and other fees	(137,101)	(160,889)
Net increase (decrease) in net assets resulting from unit transactions	(478,134)	308,005
Net increase (decrease) in net assets	(326,794)	688,813
NET ASSETS:		
Beginning of year	2,060,285	2,166,524
End of year	$1,733,491	$2,855,337

</Table>

(3) Formerly Invesco Van Kampen V.I. Mid Cap Value Fund. Change effective July 15, 2012.

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<Table>
<Caption>

	OPPENHEIMER CAPITAL APPRECIATION	OPPENHEIMER GLOBAL SECURITIES	OPPENHEIMER MAIN STREET

<S>	FUND/VA SUB-ACCOUNT <C> <C> <C>	FUND/VA SUB-ACCOUNT <C> <C> <C>	FUND/VA SUB-ACCOUNT <C> <C> <C>
OPERATIONS:			
Net investment income (loss)	$12,779	$165,095	$11,359
Net realized gain (loss) on security transactions	27,215	(122,635)	(7,953)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	372,682	1,593,001	249,641
Net increase (decrease) in net assets resulting from operations	412,676	1,635,461	253,047
UNIT TRANSACTIONS:			
Purchases	381,009	931,946	235,064
Net transfers	(40,797)	(370,583)	240,822
Surrenders for benefit payments and fees	(129,308)	(519,055)	(149,536)
Other transactions	(984)	1,059	323
Death benefits	(88,261)	(21,413)	(144)
Net loan activity	(9,413)	(122,276)	(9,609)
Cost of insurance and other fees	(286,250)	(680,235)	(156,535)
Net increase (decrease) in net assets resulting from unit transactions	(174,004)	(780,557)	160,385
Net increase (decrease) in net assets	238,672	854,904	413,432
NET ASSETS :			
Beginning of year	3,041,138	8,203,871	1,499,363
End of year	$3,279,810	$9,058,775	$1,912,795

<Caption>

	OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND/VA SUB-ACCOUNT	PUTNAM VT DIVERSIFIED INCOME FUND SUB-ACCOUNT

<S> <C> <C> <C> <C> <C> <C>

OPERATIONS:		
Net investment income (loss)	$3,638	$211,542
Net realized gain (loss) on security transactions	55,357	(60,823)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	121,741	255,782
Net increase (decrease) in net assets resulting from operations	180,736	406,501
UNIT TRANSACTIONS:		
Purchases	93,597	327,235
Net transfers	47,825	(118,302)
Surrenders for benefit payments and fees	(51,652)	(273,042)
Other transactions	48	99
Death benefits	--	(41)
Net loan activity	(283)	12,279
Cost of insurance and other fees	(75,558)	(254,484)
Net increase (decrease) in net assets resulting from unit transactions	13,977	(306,256)
Net increase (decrease) in net assets	194,713	100,245
NET ASSETS :		
Beginning of year	1,011,641	3,679,021
End of year	$1,206,354	$3,779,266

</Table>

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STATEMENTS OF CHANGES IN NET ASSETS -- (CONTINUED)
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<Table>
<Caption>

	PUTNAM VT GLOBAL ASSET ALLOCATION FUND SUB-ACCOUNT	PUTNAM VT GLOBAL EQUITY FUND SUB-ACCOUNT	PUTNAM VT GROWTH AND INCOME FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$4,137	$70,513	$242,433
Net realized gain (loss) on security transactions	(12,266)	(534,553)	(1,296,038)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	63,286	1,146,013	3,261,439
Net increase (decrease) in net assets resulting from operations	55,157	681,973	2,207,834
UNIT TRANSACTIONS:			
Purchases	--	257,196	996,511
Net transfers	--	(186,197)	(171,930)
Surrenders for benefit payments and fees	(19,335)	(502,565)	(1,026,706)
Other transactions	(24)	(347)	(945)
Death benefits	(2,324)	(56,635)	(124,015)
Net loan activity	(722)	8,105	(71,820)
Cost of insurance and other fees	(37,828)	(323,697)	(1,273,418)
Net increase (decrease) in net assets resulting from unit transactions	(60,233)	(804,140)	(1,672,323)
Net increase (decrease) in net assets	(5,076)	(122,167)	535,511
NET ASSETS:			
Beginning of year	398,842	3,657,154	12,018,268

End of year	$393,766	$3,534,987	$12,553,779

<Caption>

<S>	PUTNAM VT GLOBAL HEALTH CARE FUND SUB-ACCOUNT	PUTNAM VT HIGH YIELD FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$14,657	$1,598,319
Net realized gain (loss) on security transactions	19,552	(499,796)
Net realized gain on distributions	78,490	--
Net unrealized appreciation (depreciation) of investments during the year	78,690	2,024,556
Net increase (decrease) in net assets resulting from operations	191,389	3,123,079
UNIT TRANSACTIONS:		
Purchases	--	1,417,096
Net transfers	(9,969)	(619,098)
Surrenders for benefit payments and fees	(32,157)	(1,124,194)
Other transactions	(31)	(1,159)
Death benefits	(3,058)	(357,166)
Net loan activity	(4,676)	(137,394)
Cost of insurance and other fees	(75,603)	(1,537,642)
Net increase (decrease) in net assets resulting from unit transactions	(125,494)	(2,359,557)
Net increase (decrease) in net assets	65,895	763,522
NET ASSETS:		
Beginning of year	890,236	20,634,249
End of year	$956,131	$21,397,771

</Table>

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
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<Table>
<Caption>

	PUTNAM VT INCOME FUND SUB-ACCOUNT	PUTNAM VT INTERNATIONAL VALUE FUND SUB-ACCOUNT	PUTNAM VT INTERNATIONAL EQUITY FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$889,042	$18,385	$351,743
Net realized gain (loss) on security transactions	(139,483)	(53,327)	(1,916,020)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	1,057,592	145,266	4,502,951
Net increase (decrease) in net assets resulting from operations	1,807,151	110,324	2,938,674
UNIT TRANSACTIONS:			
Purchases	1,600,139	--	1,285,262
Net transfers	(268,379)	(14,030)	(1,360,545)
Surrenders for benefit payments and fees	(1,492,245)	(12,527)	(954,831)
Other transactions	266	2	(531)
Death benefits	(54,631)	--	(179,053)

Net loan activity	(188,746)	(1,745)	(36,028)
Cost of insurance and other fees	(1,331,163)	(55,744)	(1,231,556)
Net increase (decrease) in net assets resulting from unit transactions	(1,734,759)	(84,044)	(2,477,282)
Net increase (decrease) in net assets	72,392	26,280	461,392
NET ASSETS:			
Beginning of year	17,006,919	550,276	14,543,974
End of year	$17,079,311	$576,556	$15,005,366

<Caption>

<S>	PUTNAM VT INTERNATIONAL GROWTH FUND SUB-ACCOUNT	PUTNAM VT INVESTORS FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$5,636	$11,625
Net realized gain (loss) on security transactions	3,555	(7,784)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	54,401	111,646
Net increase (decrease) in net assets resulting from operations	63,592	115,487
UNIT TRANSACTIONS:		
Purchases	--	--
Net transfers	(41,327)	(19,981)
Surrenders for benefit payments and fees	(14,108)	(9,235)
Other transactions	7	(27)
Death benefits	(1,842)	(902)
Net loan activity	(1,341)	(14,533)
Cost of insurance and other fees	(24,673)	(65,305)

Net increase (decrease) in net assets resulting from unit transactions	(83,284)	(109,983)
Net increase (decrease) in net assets	(19,692)	5,504
NET ASSETS:		
Beginning of year	336,075	712,072
End of year	$316,383	$717,576

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<Table>
<Caption>

<S>	PUTNAM VT MONEY MARKET FUND SUB-ACCOUNT	PUTNAM VT MULTI-CAP GROWTH FUND SUB-ACCOUNT	PUTNAM VT SMALL CAP VALUE FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$11	$42,871	$22,543
Net realized gain (loss) on security transactions	--	(66,907)	(291,030)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	--	1,443,120	1,075,697
Net increase (decrease) in net assets			

resulting from operations	11	1,419,084	807,210
UNIT TRANSACTIONS:			
Purchases	--	660,909	561,302
Net transfers	(2,721)	5,641	(294,019)
Surrenders for benefit payments and fees	(4,800)	(871,756)	(272,085)
Other transactions	(7)	(1,148)	(145)
Death benefits	--	(112,701)	(5,047)
Net loan activity	--	(34,028)	(123,468)
Cost of insurance and other fees	(6,330)	(796,658)	(414,372)
Net increase (decrease) in net assets resulting from unit transactions	(13,858)	(1,149,741)	(547,834)
Net increase (decrease) in net assets	(13,847)	269,343	259,376
NET ASSETS:			
Beginning of year	114,890	8,725,361	4,799,142
End of year	$101,043	$8,994,704	$5,058,518

<Caption>

<S>	PUTNAM VT GEORGE PUTNAM BALANCED FUND SUB-ACCOUNT	PUTNAM VT GLOBAL UTILITIES FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$14,889	$24,312
Net realized gain (loss) on security transactions	(53,086)	(44,887)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	117,078	51,556
Net increase (decrease) in net assets resulting from operations	78,881	30,981
UNIT TRANSACTIONS:		

Purchases	--	--
Net transfers	(46,828)	(20,760)
Surrenders for benefit payments and fees	(21,329)	(56,122)
Other transactions	(800)	(11)
Death benefits	(43,527)	(3,627)
Net loan activity	(2,186)	(5,409)
Cost of insurance and other fees	(58,395)	(49,409)
Net increase (decrease) in net assets resulting from unit transactions	(173,065)	(135,338)
Net increase (decrease) in net assets	(94,184)	(104,357)
NET ASSETS:		
Beginning of year	660,193	670,015
End of year	$566,009	$565,658

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<Caption>

<S>	PUTNAM VT VOYAGER FUND SUB-ACCOUNT	PUTNAM VT CAPITAL OPPORTUNITIES FUND SUB-ACCOUNT	PUTNAM VT EQUITY INCOME FUND SUB-ACCOUNT

OPERATIONS:			
Net investment income (loss)	$65,876	$20,024	$152,166
Net realized gain (loss) on security transactions	(411,272)	95,813	230,672
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	2,688,500	601,911	768,548
Net increase (decrease) in net assets resulting from operations	2,343,104	717,748	1,151,386
UNIT TRANSACTIONS:			
Purchases	1,287,971	486,085	457,468
Net transfers	(478,383)	(373,778)	(314,152)
Surrenders for benefit payments and fees	(1,754,792)	(308,907)	(635,307)
Other transactions	(5,224)	(639)	(1,124)
Death benefits	(146,404)	(41,864)	(32,106)
Net loan activity	(25,725)	(49,561)	14,731
Cost of insurance and other fees	(1,538,548)	(394,019)	(538,000)
Net increase (decrease) in net assets resulting from unit transactions	(2,661,105)	(682,683)	(1,048,490)
Net increase (decrease) in net assets	(318,001)	35,065	102,896
NET ASSETS:			
Beginning of year	16,522,781	5,132,806	6,556,919
End of year	$16,204,780	$5,167,871	$6,659,815

<Caption>

<S>	<C> INVESCO VAN KAMPEN V.I. COMSTOCK FUND SUB-ACCOUNT	<C> INVESCO VAN KAMPEN V.I. AMERICAN FRANCHISE FUND SUB-ACCOUNT (4)(5)(6)	<C> INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND SUB-ACCOUNT (4)(7)
OPERATIONS:			
Net investment income (loss)	$271,870	$ --	$ --

Net realized gain (loss) on security transactions	(93,793)	(58,126)	(408,453)
Net realized gain on distributions	--	--	359
Net unrealized appreciation (depreciation) of investments during the year	2,953,162	281,603	531,228
Net increase (decrease) in net assets resulting from operations	3,131,239	223,477	123,134
UNIT TRANSACTIONS:			
Purchases	1,858,935	281,316	123,112
Net transfers	(662,777)	25,724	(19,993)
Surrenders for benefit payments and fees	(900,107)	(48,749)	(36,963)
Other transactions	(3,181)	(1,399)	(1,349)
Death benefits	(111,255)	(64,400)	(40,906)
Net loan activity	(203,049)	(8,070)	(1,029)
Cost of insurance and other fees	(1,480,287)	(190,845)	(99,568)
Net increase (decrease) in net assets resulting from unit transactions	(1,501,721)	(6,423)	(76,696)
Net increase (decrease) in net assets	1,629,518	217,054	46,438
NET ASSETS:			
Beginning of year	17,022,365	1,800,344	1,054,718
End of year	$18,651,883	$2,017,398	$1,101,156

</Table>

(4) Funded as of April 27, 2012.

(5) Formerly Invesco Van Kampen V.I. Capital Growth Fund. Change effective April 30, 2012.

(6) Effective April 27, 2012 Invesco V.I. Capital Appreciation Fund merged with Invesco Van Kampen V.I. Capital Growth Fund.

(7) Effective April 27, 2012 Invesco V.I. Capital Development Fund merged with Invesco Van Kampen V.I. Mid Cap Growth Fund.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
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<Table>
<Caption>

<S>	ALLIANCEBERNSTEIN VPS INTERNATIONAL VALUE PORTFOLIO SUB-ACCOUNT	ALLIANCEBERNSTEIN VPS SMALL/MID-CAP VALUE PORTFOLIO SUB-ACCOUNT	ALLIANCEBERNSTEIN VPS INTERNATIONAL GROWTH PORTFOLIO SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$478,638	$24,995	$93,404
Net realized gain (loss) on security transactions	154,185	164,432	56,109
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	(3,047,986)	(1,041,698)	(714,664)
Net increase (decrease) in net assets resulting from operations	(2,415,163)	(852,271)	(565,151)
UNIT TRANSACTIONS:			
Purchases	1,926,202	1,173,062	428,149
Net transfers	(103,879)	(813,620)	(199,174)
Surrenders for benefit payments and fees	(727,701)	(660,770)	(220,603)
Other transactions	2,010	(5,282)	41
Death benefits	(12,785)	(20,993)	(1,821)
Net loan activity	20,438	(51,959)	(31,324)
Cost of insurance and other fees	(1,271,800)	(863,079)	(343,258)

Net increase (decrease) in net assets resulting from unit transactions	(167,515)	(1,242,641)	(367,990)
Net increase (decrease) in net assets	(2,582,678)	(2,094,912)	(933,141)
NET ASSETS:			
Beginning of year	13,215,119	10,895,898	3,921,748
End of year	$10,632,441	$8,800,986	$2,988,607

<Caption>

<S>	INVESCO V.I. CAPITAL APPRECIATION FUND SUB-ACCOUNT	INVESCO V.I. CORE EQUITY FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$2,994	$17,671
Net realized gain (loss) on security transactions	14,010	15,768
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	(167,339)	(8,624)
Net increase (decrease) in net assets resulting from operations	(150,335)	24,815
UNIT TRANSACTIONS:		
Purchases	281,190	199,850
Net transfers	(23,551)	412,279
Surrenders for benefit payments and fees	(81,944)	(197,394)
Other transactions	(225)	(163)
Death benefits	--	(10,558)
Net loan activity	(5,884)	(5,942)
Cost of insurance and other fees	(225,338)	(153,169)
Net increase (decrease) in net assets resulting from unit transactions	(55,752)	244,903

Net increase (decrease) in net assets	(206,087)	269,718
NET ASSETS:		
Beginning of year	2,006,431	1,888,309
End of year	$1,800,344	$2,158,027

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SEPARATE ACCOUNT VL I

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
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<Table>
<Caption>

<S>	INVESCO V.I. INTERNATIONAL GROWTH FUND SUB-ACCOUNT	INVESCO V.I. MID CAP CORE EQUITY FUND SUB-ACCOUNT	INVESCO V.I. SMALL CAP EQUITY FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$46,639	$50,002	$ --
Net realized gain (loss) on security transactions	6,241	81,082	(53,806)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	(244,180)	(1,191,222)	(51,668)
Net increase (decrease) in net assets resulting from operations	(191,300)	(1,060,138)	(105,474)

UNIT TRANSACTIONS:			
Purchases	311,334	1,482,799	505,043
Net transfers	599,782	296,104	877,011
Surrenders for benefit payments and fees	(189,109)	(776,330)	(238,906)
Other transactions	(3,576)	(102)	567
Death benefits	(19,133)	(31,714)	(31,871)
Net loan activity	(35,946)	(96,313)	(21,395)
Cost of insurance and other fees	(228,585)	(1,271,983)	(410,596)
Net increase (decrease) in net assets resulting from unit transactions	434,767	(397,539)	679,853
Net increase (decrease) in net assets	243,467	(1,457,677)	574,379
NET ASSETS:			
Beginning of year	2,763,828	16,682,140	4,761,907
End of year	$3,007,295	$15,224,463	$5,336,286

<Caption>

<S>	INVESCO V.I. CAPITAL DEVELOPMENT FUND SUB-ACCOUNT	INVESCO V.I. BALANCED RISK ALLOCATION FUND SUB-ACCOUNT (A)(B)
OPERATIONS:		
Net investment income (loss)	$ --	$26,833
Net realized gain (loss) on security transactions	26,731	(38,524)
Net realized gain on distributions	--	89,937
Net unrealized appreciation (depreciation) of investments during the year	(109,476)	18,864
Net increase (decrease) in net assets resulting from operations	(82,745)	97,110
UNIT TRANSACTIONS:		

Purchases	131,984	72,622
Net transfers	(17,342)	1,680,289
Surrenders for benefit payments and fees	(52,428)	(58,839)
Other transactions	(16)	11
Death benefits	--	(8,821)
Net loan activity	(12,979)	(59,212)
Cost of insurance and other fees	(121,025)	(58,690)
Net increase (decrease) in net assets resulting from unit transactions	(71,806)	1,567,360
Net increase (decrease) in net assets	(154,551)	1,664,470
NET ASSETS:		
Beginning of year	1,209,269	705,518
End of year	$1,054,718	$2,369,988

</Table>

(a) Funded as of April 29, 2011.

(b) Effective April 29, 2011 Invesco V.I. Global Multi-Asset Fund merged with Invesco V.I. Balanced Risk Allocation Fund.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF CHANGES IN NET ASSETS -- (CONTINUED)
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<Table>
<Caption>

	AMERICAN FUNDS	AMERICAN FUNDS BLUE CHIP

<S>	ASSET ALLOCATION FUND SUB-ACCOUNT	INCOME AND GROWTH FUND SUB-ACCOUNT	AMERICAN FUNDS BOND FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$1,407,425	$769,402	$1,729,381
Net realized gain (loss) on security transactions	(336,250)	139,717	388,213
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	(18,522)	(1,306,442)	1,345,730
Net increase (decrease) in net assets resulting from operations	1,052,653	(397,323)	3,463,324
UNIT TRANSACTIONS:			
Purchases	6,731,155	4,510,941	5,131,703
Net transfers	(893,379)	(767,747)	(1,489,998)
Surrenders for benefit payments and fees	(3,403,887)	(1,703,904)	(2,702,663)
Other transactions	(1,599)	868	(274)
Death benefits	(324,788)	(319,587)	(269,316)
Net loan activity	(1,571,223)	(411,207)	(370,392)
Cost of insurance and other fees	(6,816,094)	(3,833,443)	(4,851,032)
Net increase (decrease) in net assets resulting from unit transactions	(6,279,815)	(2,524,079)	(4,551,972)
Net increase (decrease) in net assets	(5,227,162)	(2,921,402)	(1,088,648)
NET ASSETS:			
Beginning of year	77,996,537	45,670,393	58,480,264
End of year	$72,769,375	$42,748,991	$57,391,616

<Caption>

	AMERICAN FUNDS GLOBAL GROWTH FUND	AMERICAN FUNDS GROWTH FUND

	SUB-ACCOUNT	SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$726,884	$1,194,152
Net realized gain (loss) on security transactions	(401,597)	(2,150,478)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	(5,301,854)	(7,046,281)
Net increase (decrease) in net assets resulting from operations	(4,976,567)	(8,002,607)
UNIT TRANSACTIONS:		
Purchases	4,949,957	19,152,224
Net transfers	(1,014,928)	(5,430,261)
Surrenders for benefit payments and fees	(2,678,351)	(11,080,362)
Other transactions	5,790	(2,135)
Death benefits	(345,365)	(730,090)
Net loan activity	(375,036)	(1,244,790)
Cost of insurance and other fees	(4,257,421)	(15,893,464)
Net increase (decrease) in net assets resulting from unit transactions	(3,715,354)	(15,228,878)
Net increase (decrease) in net assets	(8,691,921)	(23,231,485)
NET ASSETS:		
Beginning of year	58,965,229	202,766,818
End of year	$50,273,308	$179,535,333

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
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<Table>
<Caption>

<S>	AMERICAN FUNDS GROWTH-INCOME FUND SUB-ACCOUNT	AMERICAN FUNDS INTERNATIONAL FUND SUB-ACCOUNT	AMERICAN FUNDS NEW WORLD FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$2,402,587	$1,202,061	$615,992
Net realized gain (loss) on security transactions	(3,029,623)	(16,262)	(35,443)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	(2,165,034)	(10,977,439)	(5,910,969)
Net increase (decrease) in net assets resulting from operations	(2,792,070)	(9,791,640)	(5,330,420)
UNIT TRANSACTIONS:			
Purchases	15,008,837	6,731,690	3,398,161
Net transfers	(4,955,789)	(1,283,594)	512,503
Surrenders for benefit payments and fees	(8,769,731)	(3,107,149)	(2,486,477)
Other transactions	6,804	2,124	2,837
Death benefits	(691,377)	(323,148)	(51,918)
Net loan activity	(710,679)	(399,272)	(76,092)
Cost of insurance and other fees	(12,885,743)	(5,357,924)	(2,837,235)
Net increase (decrease) in net assets resulting from unit transactions	(12,997,678)	(3,737,273)	(1,538,221)
Net increase (decrease) in net assets	(15,789,748)	(13,528,913)	(6,868,641)
NET ASSETS:			

Beginning of year	163,590,671	73,510,920	38,990,788
End of year	$147,800,923	$59,982,007	$32,122,147

<Caption>

<S>	AMERICAN FUNDS GLOBAL SMALL CAPITALIZATION FUND SUB-ACCOUNT <C> <C> <C>	FIDELITY VIP ASSET MANAGER PORTFOLIO SUB-ACCOUNT <C> <C> <C>
OPERATIONS:		
Net investment income (loss)	$404,176	$22,429
Net realized gain (loss) on security transactions	(912,763)	(39,938)
Net realized gain on distributions	--	5,514
Net unrealized appreciation (depreciation) of investments during the year	(5,568,709)	(10,812)
Net increase (decrease) in net assets resulting from operations	(6,077,296)	(22,807)
UNIT TRANSACTIONS:		
Purchases	2,670,716	--
Net transfers	(1,216,901)	(26,107)
Surrenders for benefit payments and fees	(2,282,638)	(119,085)
Other transactions	7,902	(13)
Death benefits	(115,719)	--
Net loan activity	(239,074)	(199)
Cost of insurance and other fees	(2,321,699)	(109,700)
Net increase (decrease) in net assets resulting from unit transactions	(3,497,413)	(255,104)
Net increase (decrease) in net assets	(9,574,709)	(277,911)
NET ASSETS:		
Beginning of year	34,228,419	1,357,237
End of year	$24,653,710	$1,079,326

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</Table>

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<Caption>

	FIDELITY VIP EQUITY INCOME PORTFOLIO SUB-ACCOUNT	FIDELITY VIP CONTRAFUND PORTFOLIO SUB-ACCOUNT	FIDELITY VIP OVERSEAS PORTFOLIO SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$809,249	$318,600	$24,674
Net realized gain (loss) on security transactions	(454,481)	108,715	(15,683)
Net realized gain on distributions	--	--	3,457
Net unrealized appreciation (depreciation) of investments during the year	(24,530)	(1,458,533)	(326,967)
Net increase (decrease) in net assets resulting from operations	330,238	(1,031,218)	(314,519)
UNIT TRANSACTIONS:			
Purchases	2,698,202	4,610,253	--
Net transfers	(658,950)	1,449,868	(33,676)
Surrenders for benefit payments and fees	(2,006,251)	(1,873,126)	(20,907)
Other transactions	2,598	3,016	(1)

Death benefits	(241,133)	(191,752)	--
Net loan activity	(291,411)	(364,440)	(6,420)
Cost of insurance and other fees	(2,678,777)	(3,537,276)	(90,600)
Net increase (decrease) in net assets resulting from unit transactions	(3,175,722)	96,543	(151,604)
Net increase (decrease) in net assets	(2,845,484)	(934,675)	(466,123)
NET ASSETS:			
Beginning of year	34,316,335	39,346,326	1,951,357
End of year	$31,470,851	$38,411,651	$1,485,234

<Caption>

<S>	FIDELITY VIP MID CAP PORTFOLIO SUB-ACCOUNT	FIDELITY VIP FREEDOM 2010 PORTFOLIO SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$5,654	$18,233
Net realized gain (loss) on security transactions	117,942	(746)
Net realized gain on distributions	44,426	4,963
Net unrealized appreciation (depreciation) of investments during the year	(3,014,821)	(28,422)
Net increase (decrease) in net assets resulting from operations	(2,846,799)	(5,972)
UNIT TRANSACTIONS:		
Purchases	2,716,027	23,551
Net transfers	244,026	172,860
Surrenders for benefit payments and fees	(1,319,156)	(14,579)
Other transactions	3,236	--
Death benefits	(20,736)	--
Net loan activity	(122,126)	--
Cost of insurance and other fees	(2,261,214)	(83,474)

Net increase (decrease) in net assets resulting from unit transactions	(759,943)	98,358
Net increase (decrease) in net assets	(3,606,742)	92,386
NET ASSETS:		
Beginning of year	26,682,817	865,784
End of year	$23,076,075	$958,170

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<Caption>

<S>	FIDELITY VIP FREEDOM 2020 PORTFOLIO SUB-ACCOUNT	FIDELITY VIP FREEDOM 2030 PORTFOLIO SUB-ACCOUNT	FRANKLIN INCOME SECURITIES FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$25,526	$13,551	$2,078,263
Net realized gain (loss) on security transactions	(1,717)	3,726	50,643
Net realized gain on distributions	4,885	2,117	--
Net unrealized appreciation (depreciation) of investments during the year	(49,049)	(40,552)	(1,275,818)

Net increase (decrease) in net assets resulting from operations	(20,355)	(21,158)	853,088
UNIT TRANSACTIONS:			
Purchases	62,423	48,760	3,663,956
Net transfers	156,241	7,485	193,946
Surrenders for benefit payments and fees	(51,251)	(13,889)	(1,427,101)
Other transactions	1	(181)	1,447
Death benefits	--	--	(202,811)
Net loan activity	(613)	(266)	(275,661)
Cost of insurance and other fees	(115,316)	(56,767)	(3,216,217)
Net increase (decrease) in net assets resulting from unit transactions	51,485	(14,858)	(1,262,441)
Net increase (decrease) in net assets	31,130	(36,016)	(409,353)
NET ASSETS:			
Beginning of year	1,241,402	734,164	36,011,031
End of year	$1,272,532	$698,148	$35,601,678

<Caption>

<S>	FRANKLIN SMALL CAP VALUE SECURITIES FUND SUB-ACCOUNT	FRANKLIN STRATEGIC INCOME SECURITIES FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$178,006	$749,352
Net realized gain (loss) on security transactions	(40,121)	(3,502)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	(1,116,048)	(456,864)
Net increase (decrease) in net assets		

resulting from operations	(978,163)	288,986
UNIT TRANSACTIONS:		
Purchases	2,370,412	960,400
Net transfers	(836,579)	2,770,731
Surrenders for benefit payments and fees	(1,763,506)	(939,072)
Other transactions	1,111	85
Death benefits	(73,550)	(65,131)
Net loan activity	(208,647)	(71,595)
Cost of insurance and other fees	(1,934,151)	(738,617)
Net increase (decrease) in net assets resulting from unit transactions	(2,444,910)	1,916,801
Net increase (decrease) in net assets	(3,423,073)	2,205,787
NET ASSETS:		
Beginning of year	27,749,042	10,571,710
End of year	$24,325,969	$12,777,497

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<Caption>

	MUTUAL SHARES SECURITIES FUND SUB-ACCOUNT	TEMPLETON FOREIGN SECURITIES FUND SUB-ACCOUNT	TEMPLETON GROWTH SECURITIES FUND SUB-ACCOUNT

<S> <C> <C> <C> <C> <C> <C> <C> <C> <C>

OPERATIONS:			
Net investment income (loss)	$1,056,353	$15,514	$138,045
Net realized gain (loss) on security transactions	(227,384)	(8,828)	64,665
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	(1,344,294)	(141,128)	(900,812)
Net increase (decrease) in net assets resulting from operations	(515,325)	(134,442)	(698,102)
UNIT TRANSACTIONS:			
Purchases	5,065,741	108,697	1,398,794
Net transfers	(1,980,489)	607,427	(759,883)
Surrenders for benefit payments and fees	(2,013,148)	(26,038)	(593,329)
Other transactions	(1,867)	149	(256)
Death benefits	(428,677)	(2,772)	(8,264)
Net loan activity	(274,998)	(991)	(146,515)
Cost of insurance and other fees	(3,817,289)	(63,671)	(1,031,561)
Net increase (decrease) in net assets resulting from unit transactions	(3,450,727)	622,801	(1,141,014)
Net increase (decrease) in net assets	(3,966,052)	488,359	(1,839,116)
NET ASSETS:			
Beginning of year	45,959,939	613,599	10,820,742
End of year	$41,993,887	$1,101,958	$8,981,626

<Caption>

<S> <C> <C> <C> <C> <C> <C>

	MUTUAL GLOBAL DISCOVERY SECURITIES FUND SUB-ACCOUNT	TEMPLETON GLOBAL BOND SECURITIES FUND SUB-ACCOUNT
OPERATIONS:		

Net investment income (loss)	$563,644	$1,541,133
Net realized gain (loss) on security transactions	(54,863)	583
Net realized gain on distributions	543,271	179,221
Net unrealized appreciation (depreciation) of investments during the year	(1,853,433)	(2,004,317)
Net increase (decrease) in net assets resulting from operations	(801,381)	(283,380)
UNIT TRANSACTIONS:		
Purchases	2,685,702	2,024,419
Net transfers	319,122	1,913,007
Surrenders for benefit payments and fees	(1,140,948)	(1,536,746)
Other transactions	(1,277)	211
Death benefits	(180,494)	(86,750)
Net loan activity	(223,127)	(34,931)
Cost of insurance and other fees	(2,079,990)	(1,737,389)
Net increase (decrease) in net assets resulting from unit transactions	(621,012)	541,821
Net increase (decrease) in net assets	(1,422,393)	258,441
NET ASSETS:		
Beginning of year	25,140,178	26,880,635
End of year	$23,717,785	$27,139,076

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	HARTFORD ADVISERS HLS FUND SUB-ACCOUNT	HARTFORD TOTAL RETURN BOND HLS FUND SUB-ACCOUNT	HARTFORD CAPITAL APPRECIATION HLS FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$1,236,242	$244,237	$1,413,483
Net realized gain (loss) on security transactions	(1,409,928)	79,602	(4,900,205)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	1,660,444	7,402,430	(17,882,770)
Net increase (decrease) in net assets resulting from operations	1,486,758	7,726,269	(21,369,492)
UNIT TRANSACTIONS:			
Purchases	6,462,254	9,424,730	13,633,614
Net transfers	(7,066,967)	(2,209,723)	(4,888,119)
Surrenders for benefit payments and fees	(3,518,712)	(6,633,518)	(10,263,454)
Other transactions	(3,509)	(3,581)	2,548
Death benefits	(769,958)	(769,077)	(1,134,490)
Net loan activity	(495,026)	(537,858)	(1,116,116)
Cost of insurance and other fees	(7,238,491)	(9,686,288)	(13,679,950)
Net increase (decrease) in net assets resulting from unit transactions	(12,630,409)	(10,415,315)	(17,445,967)
Net increase (decrease) in net assets	(11,143,651)	(2,689,046)	(38,815,459)
NET ASSETS:			
Beginning of year	83,035,115	115,505,220	199,956,093
End of year	$71,891,464	$112,816,174	$161,140,634

<Caption>

	HARTFORD DIVIDEND AND GROWTH HLS FUND SUB-ACCOUNT	HARTFORD GLOBAL RESEARCH HLS FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$2,173,954	$113
Net realized gain (loss) on security transactions	(1,066,442)	467
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	329,629	(70,927)
Net increase (decrease) in net assets resulting from operations	1,437,141	(70,347)
UNIT TRANSACTIONS:		
Purchases	9,670,177	58,344
Net transfers	(2,552,935)	62,196
Surrenders for benefit payments and fees	(5,356,581)	(10,567)
Other transactions	(5,174)	--
Death benefits	(430,907)	(6,074)
Net loan activity	(814,153)	(2,215)
Cost of insurance and other fees	(8,657,937)	(40,541)
Net increase (decrease) in net assets resulting from unit transactions	(8,147,510)	61,143
Net increase (decrease) in net assets	(6,710,369)	(9,204)
NET ASSETS:		
Beginning of year	109,716,430	830,014
End of year	$103,006,061	$820,810

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
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FOR THE YEAR ENDED DECEMBER 31, 2011

<Table>
<Caption>

<S>	HARTFORD GLOBAL GROWTH HLS FUND SUB-ACCOUNT	HARTFORD DISCIPLINED EQUITY HLS FUND SUB-ACCOUNT	HARTFORD GROWTH OPPORTUNITIES HLS FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$357	$184,553	$ --
Net realized gain (loss) on security transactions	2,428	96,482	776,587
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	(143,862)	(65,058)	(2,875,716)
Net increase (decrease) in net assets resulting from operations	(141,077)	215,977	(2,099,129)
UNIT TRANSACTIONS:			
Purchases	17,972	1,644,861	3,268,423
Net transfers	9,820	(83,766)	(1,549,688)
Surrenders for benefit payments and fees	(24,158)	(1,008,037)	(1,363,798)
Other transactions	(41)	(6,753)	227
Death benefits	(176)	(154,823)	(85,016)

Net loan activity	(4,878)	(55,113)	(229,945)
Cost of insurance and other fees	(61,205)	(1,536,585)	(2,508,765)
Net increase (decrease) in net assets resulting from unit transactions	(62,666)	(1,200,216)	(2,468,562)
Net increase (decrease) in net assets	(203,743)	(984,239)	(4,567,691)
NET ASSETS:			
Beginning of year	1,064,767	16,147,105	26,829,153
End of year	$861,024	$15,162,866	$22,261,462

<Caption>

<S>	HARTFORD HIGH YIELD HLS FUND SUB-ACCOUNT	HARTFORD INDEX HLS FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$242,005	$795,873
Net realized gain (loss) on security transactions	(1,584)	753,022
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	(149,218)	(482,312)
Net increase (decrease) in net assets resulting from operations	91,203	1,066,583
UNIT TRANSACTIONS:		
Purchases	229,373	3,909,219
Net transfers	981,235	(1,941,577)
Surrenders for benefit payments and fees	(397,976)	(3,672,554)
Other transactions	(810)	(11,281)
Death benefits	(1,310)	(902,663)
Net loan activity	78,672	(399,651)
Cost of insurance and other fees	(212,600)	(3,987,900)

Net increase (decrease) in net assets resulting from unit transactions	676,584	(7,006,407)
Net increase (decrease) in net assets	767,787	(5,939,824)
NET ASSETS:		
Beginning of year	1,885,313	50,930,043
End of year	$2,653,100	$44,990,219

</Table>

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
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<Table>
<Caption>

<S>	HARTFORD INTERNATIONAL OPPORTUNITIES HLS FUND SUB-ACCOUNT	HARTFORD MIDCAP HLS FUND SUB-ACCOUNT	HARTFORD MIDCAP VALUE HLS FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$22,497	$420,990	$1,365
Net realized gain (loss) on security transactions	139,280	1,340,592	(545,320)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	(7,273,641)	(6,451,613)	(609,783)

Net increase (decrease) in net assets resulting from operations	(7,111,864)	(4,690,031)	(1,153,738)
UNIT TRANSACTIONS:			
Purchases	4,584,227	3,588,913	991,950
Net transfers	(1,030,466)	(2,719,347)	(495,145)
Surrenders for benefit payments and fees	(2,564,376)	(3,840,221)	(748,865)
Other transactions	(2,105)	1,235	1,179
Death benefits	(192,061)	(286,174)	(32,389)
Net loan activity	(236,843)	(336,002)	(71,557)
Cost of insurance and other fees	(3,886,439)	(4,196,220)	(875,265)
Net increase (decrease) in net assets resulting from unit transactions	(3,328,063)	(7,787,816)	(1,230,092)
Net increase (decrease) in net assets	(10,439,927)	(12,477,847)	(2,383,830)
NET ASSETS:			
Beginning of year	53,637,215	66,085,309	14,208,233
End of year	$43,197,288	$53,607,462	$11,824,403

<Caption>

<S> <C> <C> <C> <C> <C> <C>

	HARTFORD MONEY MARKET HLS FUND SUB-ACCOUNT	HARTFORD SMALL COMPANY HLS FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$ --	$ --
Net realized gain (loss) on security transactions	--	1,604,236
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	--	(2,516,495)
Net increase (decrease) in net assets		

resulting from operations	--	(912,259)
UNIT TRANSACTIONS:		
Purchases	13,466,783	2,038,820
Net transfers	21,880,836	(1,079,124)
Surrenders for benefit payments and fees	(34,969,445)	(2,041,598)
Other transactions	(37,483)	680
Death benefits	(783,043)	(190,404)
Net loan activity	353,621	(171,245)
Cost of insurance and other fees	(10,014,782)	(2,136,659)
Net increase (decrease) in net assets resulting from unit transactions	(10,103,513)	(3,579,530)
Net increase (decrease) in net assets	(10,103,513)	(4,491,789)
NET ASSETS:		
Beginning of year	94,765,393	32,279,605
End of year	$84,661,880	$27,787,816

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF CHANGES IN NET ASSETS -- (CONTINUED)

FOR THE YEAR ENDED DECEMBER 31, 2011

<Table>
<Caption>

	HARTFORD STOCK	HARTFORD U.S. GOVERNMENT SECURITIES	LORD ABBETT CAPITAL STRUCTURE

	HLS FUND SUB-ACCOUNT	HLS FUND SUB-ACCOUNT	FUND SUB-ACCOUNT
<S>	<C> <C>	<C> <C> <C>	<C> <C> <C> <C>
OPERATIONS:			
Net investment income (loss)	$1,046,082	$370,020	$193,472
Net realized gain (loss) on security transactions	(331,625)	(13,151)	43,143
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	(1,487,080)	293,343	(240,469)
Net increase (decrease) in net assets resulting from operations	(772,623)	650,212	(3,854)
UNIT TRANSACTIONS:			
Purchases	7,136,497	1,201,113	775,127
Net transfers	(2,617,010)	401,813	(243,809)
Surrenders for benefit payments and fees	(4,476,100)	(1,113,282)	(235,118)
Other transactions	4,200	1,836	37
Death benefits	(619,021)	(92,200)	(12,002)
Net loan activity	(310,155)	(59,854)	(66,093)
Cost of insurance and other fees	(7,062,279)	(1,131,849)	(627,608)
Net increase (decrease) in net assets resulting from unit transactions	(7,943,868)	(792,423)	(409,466)
Net increase (decrease) in net assets	(8,716,491)	(142,211)	(413,320)
NET ASSETS:			
Beginning of year	81,325,123	13,902,106	7,187,103
End of year	$72,608,632	$13,759,895	$6,773,783

<Caption>

	LORD ABBETT BOND-DEBENTURE FUND SUB-ACCOUNT	LORD ABBETT GROWTH AND INCOME FUND SUB-ACCOUNT

<S> <C> <C> <C> <C> <C> <C>

OPERATIONS:		
Net investment income (loss)	$316,112	$50,436
Net realized gain (loss) on security transactions	9,993	(24,016)
Net realized gain on distributions	39,480	--
Net unrealized appreciation (depreciation) of investments during the year	(144,352)	(480,084)
Net increase (decrease) in net assets resulting from operations	221,233	(453,664)
UNIT TRANSACTIONS:		
Purchases	373,718	975,460
Net transfers	849,796	133,832
Surrenders for benefit payments and fees	(484,168)	(457,333)
Other transactions	40	2,759
Death benefits	(23,800)	(100,595)
Net loan activity	(66,517)	(152,204)
Cost of insurance and other fees	(314,652)	(663,964)
Net increase (decrease) in net assets resulting from unit transactions	334,417	(262,045)
Net increase (decrease) in net assets	555,650	(715,709)
NET ASSETS:		
Beginning of year	4,811,522	7,224,781
End of year	$5,367,172	$6,509,072

</Table>

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF CHANGES IN NET ASSETS -- (CONTINUED)
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<Table>
<Caption>

<S>	MFS INVESTORS TRUST SERIES SUB-ACCOUNT	MFS NEW DISCOVERY SERIES SUB-ACCOUNT	MFS TOTAL RETURN SERIES SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$8,451	$ --	$654,735
Net realized gain (loss) on security transactions	93,674	(22,525)	(230,916)
Net realized gain on distributions	--	724,881	--
Net unrealized appreciation (depreciation) of investments during the year	(122,592)	(1,344,628)	33,331
Net increase (decrease) in net assets resulting from operations	(20,467)	(642,272)	457,150
UNIT TRANSACTIONS:			
Purchases	47,987	437,660	2,262,098
Net transfers	(424,841)	679,720	(645,579)
Surrenders for benefit payments and fees	(25,818)	(221,669)	(1,369,625)
Other transactions	(3)	(1,115)	611
Death benefits	--	(31,570)	(267,745)
Net loan activity	(1,081)	(64,048)	(75,340)
Cost of insurance and other fees	(62,953)	(428,210)	(1,991,491)
Net increase (decrease) in net assets resulting from unit transactions	(466,709)	370,768	(2,087,071)
Net increase (decrease) in net assets	(487,176)	(271,504)	(1,629,921)
NET ASSETS:			
Beginning of year	1,283,180	5,729,241	25,856,046

End of year	$796,004	$5,457,737	$24,226,125

<Caption>

<S> <C> <C> <C> <C> <C> <C>

	MFS VALUE SERIES SUB-ACCOUNT	MFS RESEARCH BOND SERIES SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$104,850	$174,188
Net realized gain (loss) on security transactions	1,323	9,188
Net realized gain on distributions	28,359	74,982
Net unrealized appreciation (depreciation) of investments during the year	(141,657)	171,519
Net increase (decrease) in net assets resulting from operations	(7,125)	429,877
UNIT TRANSACTIONS:		
Purchases	690,587	550,050
Net transfers	1,062,843	3,070,002
Surrenders for benefit payments and fees	(338,657)	(499,017)
Other transactions	(56)	316
Death benefits	(64,613)	(78,250)
Net loan activity	(83,242)	(53,334)
Cost of insurance and other fees	(488,292)	(596,662)
Net increase (decrease) in net assets resulting from unit transactions	778,570	2,393,105
Net increase (decrease) in net assets	771,445	2,822,982
NET ASSETS:		
Beginning of year	6,476,635	4,546,916
End of year	$7,248,080	$7,369,898

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF CHANGES IN NET ASSETS -- (CONTINUED)
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<Table>
<Caption>

<S>	UIF MID CAP GROWTH PORTFOLIO SUB-ACCOUNT	INVESCO VAN KAMPEN V.I. MID CAP VALUE FUND SUB-ACCOUNT	OPPENHEIMER CAPITAL APPRECIATION FUND/VA SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$4,877	$13,608	$3,505
Net realized gain (loss) on security transactions	2,469	9,780	95,190
Net realized gain on distributions	822	--	--
Net unrealized appreciation (depreciation) of investments during the year	(196,908)	(16,507)	(139,319)
Net increase (decrease) in net assets resulting from operations	(188,740)	6,881	(40,624)
UNIT TRANSACTIONS:			
Purchases	186,174	195,379	429,801
Net transfers	406,392	94,353	(24,825)
Surrenders for benefit payments and fees	(65,397)	(99,237)	(185,269)
Other transactions	(185)	80	(74)
Death benefits	(8,103)	(7,497)	(13,743)
Net loan activity	(9,852)	(24,050)	(101,756)

Cost of insurance and other fees	(154,890)	(180,580)	(343,091)
Net increase (decrease) in net assets resulting from unit transactions	354,139	(21,552)	(238,957)
Net increase (decrease) in net assets	165,399	(14,671)	(279,581)
NET ASSETS:			
Beginning of year	1,894,886	2,181,195	3,320,719
End of year	$2,060,285	$2,166,524	$3,041,138

<Caption>

	OPPENHEIMER GLOBAL SECURITIES FUND/VA SUB-ACCOUNT	OPPENHEIMER MAIN STREET FUND/VA SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$93,540	$9,265
Net realized gain (loss) on security transactions	2,931	18,752
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	(866,847)	(32,608)
Net increase (decrease) in net assets resulting from operations	(770,376)	(4,591)
UNIT TRANSACTIONS:		
Purchases	1,161,120	222,364
Net transfers	103,148	(26,024)
Surrenders for benefit payments and fees	(472,903)	(121,121)
Other transactions	350	(101)
Death benefits	(22,626)	(1,373)
Net loan activity	(179,102)	(11,379)
Cost of insurance and other fees	(852,331)	(166,415)

Net increase (decrease) in net assets resulting from unit transactions	(262,344)	(104,049)
Net increase (decrease) in net assets	(1,032,720)	(108,640)
NET ASSETS:		
Beginning of year	9,236,591	1,608,003
End of year	$8,203,871	$1,499,363

</Table>

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF CHANGES IN NET ASSETS -- (CONTINUED)
FOR THE YEAR ENDED DECEMBER 31, 2011

<Table>
<Caption>

<S>	OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND/VA SUB-ACCOUNT (C)	PUTNAM VT DIVERSIFIED INCOME FUND SUB-ACCOUNT	PUTNAM VT GLOBAL ASSET ALLOCATION FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$3,849	$366,010	$20,845
Net realized gain (loss) on security transactions	5,502	(1,201)	(10,968)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	(35,678)	(489,251)	(9,024)

Net increase (decrease) in net assets resulting from operations	(26,327)	(124,442)	853
UNIT TRANSACTIONS:			
Purchases	94,885	352,512	--
Net transfers	50,986	143,164	(16,965)
Surrenders for benefit payments and fees	(31,514)	(132,544)	(7,438)
Other transactions	(129)	(137)	(1)
Death benefits	(6,608)	(20,189)	--
Net loan activity	(8,450)	(12,878)	(654)
Cost of insurance and other fees	(75,115)	(280,416)	(38,707)
Net increase (decrease) in net assets resulting from unit transactions	24,055	49,512	(63,765)
Net increase (decrease) in net assets	(2,272)	(74,930)	(62,912)
NET ASSETS:			
Beginning of year	1,013,913	3,753,951	461,754
End of year	$1,011,641	$3,679,021	$398,842

<Caption>

<S>	PUTNAM VT GLOBAL EQUITY FUND SUB-ACCOUNT	PUTNAM VT GROWTH AND INCOME FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$91,575	$194,147
Net realized gain (loss) on security transactions	(202,814)	(1,399,720)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	(60,620)	708,523
Net increase (decrease) in net assets resulting from operations	(171,859)	(497,050)

UNIT TRANSACTIONS:		
Purchases	292,126	1,214,202
Net transfers	(59,516)	(2,070,182)
Surrenders for benefit payments and fees	(267,582)	(522,824)
Other transactions	(598)	(5,765)
Death benefits	(58,129)	(107,338)
Net loan activity	2,233	(34,119)
Cost of insurance and other fees	(360,822)	(1,401,937)
Net increase (decrease) in net assets resulting from unit transactions	(452,288)	(2,927,963)
Net increase (decrease) in net assets	(624,147)	(3,425,013)
NET ASSETS:		
Beginning of year	4,281,301	15,443,281
End of year	$3,657,154	$12,018,268

</Table>

(c) Formerly Oppenheimer Main Street Small Cap Fund. Change effective April 29, 2011.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF CHANGES IN NET ASSETS -- (CONTINUED)
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<Table>
<Caption>

	PUTNAM VT GLOBAL HEALTH	PUTNAM VT HIGH	PUTNAM VT

<S>	CARE FUND SUB-ACCOUNT	YIELD FUND SUB-ACCOUNT	INCOME FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$13,185	$1,699,937	$1,558,375
Net realized gain (loss) on security transactions	57,141	313,885	18,402
Net realized gain on distributions	31,625	--	--
Net unrealized appreciation (depreciation) of investments during the year	(92,915)	(1,560,104)	(688,563)
Net increase (decrease) in net assets resulting from operations	9,036	453,718	888,214
UNIT TRANSACTIONS:			
Purchases	--	1,610,906	1,754,789
Net transfers	(26,607)	(371,026)	(384,449)
Surrenders for benefit payments and fees	(185,279)	(1,321,594)	(1,160,321)
Other transactions	97	(3,632)	(50)
Death benefits	(17,017)	(90,931)	(89,899)
Net loan activity	(14,136)	(552,550)	(84,135)
Cost of insurance and other fees	(97,493)	(1,882,287)	(1,511,898)
Net increase (decrease) in net assets resulting from unit transactions	(340,435)	(2,611,114)	(1,475,963)
Net increase (decrease) in net assets	(331,399)	(2,157,396)	(587,749)
NET ASSETS:			
Beginning of year	1,221,635	22,791,645	17,594,668
End of year	$890,236	$20,634,249	$17,006,919

<Caption>

<S>	PUTNAM VT INTERNATIONAL VALUE FUND SUB-ACCOUNT	PUTNAM VT INTERNATIONAL EQUITY FUND SUB-ACCOUNT

OPERATIONS:		
Net investment income (loss)	$19,839	$604,774
Net realized gain (loss) on security transactions	(75,235)	(157,507)
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	(32,914)	(3,373,812)
Net increase (decrease) in net assets resulting from operations	(88,310)	(2,926,545)
UNIT TRANSACTIONS:		
Purchases	--	1,467,908
Net transfers	(25,967)	(32,681)
Surrenders for benefit payments and fees	(32,989)	(1,107,692)
Other transactions	(187)	956
Death benefits	(8,421)	(126,503)
Net loan activity	--	(37,654)
Cost of insurance and other fees	(61,525)	(1,422,012)
Net increase (decrease) in net assets resulting from unit transactions	(129,089)	(1,257,678)
Net increase (decrease) in net assets	(217,399)	(4,184,223)
NET ASSETS:		
Beginning of year	767,675	18,728,197
End of year	$550,276	$14,543,974

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<Table>
<Caption>

<S>	PUTNAM VT INTERNATIONAL GROWTH FUND SUB-ACCOUNT	PUTNAM VT INVESTORS FUND SUB-ACCOUNT	PUTNAM VT MONEY MARKET FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$12,196	$10,992	$13
Net realized gain (loss) on security transactions	(23,042)	(23,603)	--
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	(64,660)	13,887	--
Net increase (decrease) in net assets resulting from operations	(75,506)	1,276	13
UNIT TRANSACTIONS:			
Purchases	--	--	--
Net transfers	(1,690)	(7,009)	--
Surrenders for benefit payments and fees	(25,873)	(26,676)	(10,404)
Other transactions	(744)	(5)	(5)
Death benefits	(24,539)	(1,729)	--
Net loan activity	(1,738)	(17,379)	(23)
Cost of insurance and other fees	(33,836)	(68,348)	(7,138)
Net increase (decrease) in net assets resulting from unit transactions	(88,420)	(121,146)	(17,570)
Net increase (decrease) in net assets	(163,926)	(119,870)	(17,557)
NET ASSETS:			
Beginning of year	500,001	831,942	132,447

End of year	$336,075	$712,072	$114,890

<Caption>

<S>	PUTNAM VT MULTI-CAP GROWTH FUND SUB-ACCOUNT	PUTNAM VT SMALL CAP VALUE FUND SUB-ACCOUNT
OPERATIONS:		
Net investment income (loss)	$37,616	$24,158
Net realized gain (loss) on security transactions	(280,353)	27,218
Net realized gain on distributions	--	--
Net unrealized appreciation (depreciation) of investments during the year	(225,091)	(268,846)
Net increase (decrease) in net assets resulting from operations	(467,828)	(217,470)
UNIT TRANSACTIONS:		
Purchases	718,724	658,693
Net transfers	(364,392)	(289,811)
Surrenders for benefit payments and fees	(603,076)	(166,953)
Other transactions	(4,913)	300
Death benefits	(130,787)	(4,133)
Net loan activity	9,362	(24,691)
Cost of insurance and other fees	(866,044)	(484,393)
Net increase (decrease) in net assets resulting from unit transactions	(1,241,126)	(310,988)
Net increase (decrease) in net assets	(1,708,954)	(528,458)
NET ASSETS:		
Beginning of year	10,434,315	5,327,600
End of year	$8,725,361	$4,799,142

</Table>

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE FINANCIAL STATEMENTS.

<Page>
SEPARATE ACCOUNT VL I

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF CHANGES IN NET ASSETS -- (CONCLUDED)
FOR THE YEAR ENDED DECEMBER 31, 2011

<Table>
<Caption>

	PUTNAM VT GEORGE PUTNAM BALANCED FUND SUB-ACCOUNT	PUTNAM VT GLOBAL UTILITIES FUND SUB-ACCOUNT	PUTNAM VT VOYAGER FUND SUB-ACCOUNT
<S>	<C> <C> <C>	<C> <C> <C>	<C> <C> <C>
OPERATIONS:			
Net investment income (loss)	$16,829	$31,326	$50,201
Net realized gain (loss) on security transactions	(54,583)	(53,422)	(2,692,628)
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	59,373	(19,688)	(821,743)
Net increase (decrease) in net assets resulting from operations	21,619	(41,784)	(3,464,170)
UNIT TRANSACTIONS:			
Purchases	--	--	1,516,625
Net transfers	(71,469)	(18,402)	(2,534,494)
Surrenders for benefit payments and fees	(12,685)	(66,439)	(1,017,492)
Other transactions	--	(69)	(10,450)
Death benefits	--	(4,075)	(167,982)
Net loan activity	(2,602)	(6,256)	(108,009)

Cost of insurance and other fees	(65,756)	(58,776)	(1,794,169)
Net increase (decrease) in net assets resulting from unit transactions	(152,512)	(154,017)	(4,115,971)
Net increase (decrease) in net assets	(130,893)	(195,801)	(7,580,141)
NET ASSETS:			
Beginning of year	791,086	865,816	24,102,922
End of year	$660,193	$670,015	$16,522,781

<Caption>

<S>	PUTNAM VT CAPITAL OPPORTUNITIES FUND SUB-ACCOUNT	PUTNAM VT EQUITY INCOME FUND SUB-ACCOUNT	INVESCO VAN KAMPEN V.I. COMSTOCK FUND SUB-ACCOUNT
OPERATIONS:			
Net investment income (loss)	$6,863	$100,618	$231,434
Net realized gain (loss) on security transactions	21,671	89,796	135,080
Net realized gain on distributions	--	--	--
Net unrealized appreciation (depreciation) of investments during the year	(345,353)	(105,848)	(716,815)
Net increase (decrease) in net assets resulting from operations	(316,819)	84,566	(350,301)
UNIT TRANSACTIONS:			
Purchases	578,681	362,131	2,057,144
Net transfers	130,264	1,866,906	(105,762)
Surrenders for benefit payments and fees	(207,028)	(479,970)	(620,192)
Other transactions	13	(2,939)	(7)
Death benefits	(3,219)	(26,214)	(72,780)
Net loan activity	(36,305)	(43,082)	(85,650)
Cost of insurance and other fees	(455,522)	(514,838)	(1,599,782)
Net increase (decrease) in net assets			

resulting from unit transactions	6,884	1,161,994	(427,029)
Net increase (decrease) in net assets	(309,935)	1,246,560	(777,330)
NET ASSETS:			
Beginning of year	5,442,741	5,310,359	17,799,695
End of year	$5,132,806	$6,556,919	$17,022,365

</Table>

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THESE FINANCIAL STATEMENTS.

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SEPARATE ACCOUNT VL I

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
NOTES TO FINANCIAL STATEMENTS

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1. ORGANIZATION:

Separate Account VL I (the "Account") is a separate investment account established by Hartford Life and Annuity Insurance Company (the "Sponsor Company") and is registered with the Securities and Exchange Commission ("SEC") as a unit investment trust under the Investment Company Act of 1940, as amended. Both the Sponsor Company and the Account are subject to supervision and regulation by the Department of Insurance of the State of Connecticut and the SEC. The contract owners of the Sponsor Company direct their deposits into various investment options (the "Sub-Accounts") within the Account.

The Account is comprised of the following Sub-Accounts: the AllianceBernstein VPS International Value Portfolio, AllianceBernstein VPS Small/Mid-Cap Value Portfolio, AllianceBernstein VPS International Growth Portfolio, Invesco V.I. Core Equity Fund, Invesco V.I. International Growth Fund, Invesco V.I. Mid Cap Core Equity Fund, Invesco V.I. Small Cap Equity Fund, Invesco V.I. Balanced Risk Allocation Fund, American Funds Asset Allocation Fund, American Funds Blue Chip Income and Growth Fund, American

Funds Bond Fund, American Funds Global Growth Fund, American Funds Growth Fund, American Funds Growth-Income Fund, American Funds International Fund, American Funds New World Fund, American Funds Global Small Capitalization Fund, Fidelity VIP Asset Manager Portfolio, Fidelity VIP Equity Income Portfolio, Fidelity VIP Contrafund Portfolio, Fidelity VIP Overseas Portfolio, Fidelity VIP Mid Cap Portfolio, Fidelity VIP Freedom 2010 Portfolio, Fidelity VIP Freedom 2020 Portfolio, Fidelity VIP Freedom 2030 Portfolio, Franklin Income Securities Fund, Franklin Small Cap Value Securities Fund, Franklin Strategic Income Securities Fund, Mutual Shares Securities Fund, Templeton Foreign Securities Fund, Templeton Growth Securities Fund, Mutual Global Discovery Securities Fund, Templeton Global Bond Securities Fund, Hartford Balanced HLS Fund (formerly Hartford Advisers HLS Fund), Hartford Total Return Bond HLS Fund, Hartford Capital Appreciation HLS Fund, Hartford Dividend and Growth HLS Fund, Hartford Global Research HLS Fund, Hartford Global Growth HLS Fund, Hartford Disciplined Equity HLS Fund, Hartford Growth Opportunities HLS Fund, Hartford High Yield HLS Fund, Hartford Index HLS Fund, Hartford International Opportunities HLS Fund, Hartford MidCap HLS Fund, Hartford MidCap Value HLS Fund, Hartford Money Market HLS Fund, Hartford Small Company HLS Fund, Hartford Stock HLS Fund, Hartford U.S. Government Securities HLS Fund, Lord Abbett Calibrated Dividend Growth Fund (formerly Lord Abbett Capital Structure Fund), Lord Abbett Bond-Debenture Fund, Lord Abbett Growth and Income Fund, MFS Investors Trust Series, MFS New Discovery Series, MFS Total Return Series, MFS Value Series, MFS Research Bond Series, UIF Mid Cap Growth Portfolio, Invesco Van Kampen V.I. American Value Fund (formerly Invesco Van Kampen V.I. Mid Cap Value Fund), Oppenheimer Capital Appreciation Fund/VA, Oppenheimer Global Securities Fund/VA, Oppenheimer Main Street Fund/VA, Oppenheimer Main Street Small- & Mid-Cap Fund/VA, Putnam VT Diversified Income Fund, Putnam VT Global Asset Allocation Fund, Putnam VT Global Equity Fund, Putnam VT Growth and Income Fund, Putnam VT Global Health Care Fund, Putnam VT High Yield Fund, Putnam VT Income Fund, Putnam VT International Value Fund, Putnam VT International Equity Fund, Putnam VT International Growth Fund, Putnam VT Investors Fund, Putnam VT Money Market Fund, Putnam VT Multi-Cap Growth Fund, Putnam VT Small Cap Value Fund, Putnam VT George Putnam Balanced Fund, Putnam VT Global Utilities Fund, Putnam VT Voyager Fund, Putnam VT Capital Opportunities Fund, Putnam VT Equity Income Fund, Invesco Van Kampen V.I. Comstock Fund, Invesco Van Kampen V.I. American Franchise Fund (formerly Invesco Van Kampen V.I. Capital Growth Fund) (merged with Invesco V.I. Capital Appreciation Fund), and Invesco Van Kampen V.I. Mid Cap Growth Fund (merged with Invesco V.I. Capital Development Fund).

The Sub-Accounts are invested in mutual funds (the "Funds") of the same name.

Under applicable insurance law, the assets and liabilities of the Account are clearly identified and distinguished from the Sponsor Company's other assets and liabilities and are not chargeable with liabilities arising out of any other business the Sponsor Company may conduct.

2. SIGNIFICANT ACCOUNTING POLICIES:

The following is a summary of significant accounting policies of the Account, which are in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP):

a) SECURITY TRANSACTIONS -- Security transactions are recorded on the trade date (date the order to buy or sell is executed). Realized gains and losses on the sales of securities are computed using the average cost method. Dividend income is either accrued daily or as of the ex-dividend date based upon the fund. Net realized gain on distributions income is accrued as of the ex-dividend date. Net realized gain on distributions income

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represents those dividends from the Funds, which are characterized as capital gains under tax regulations.

b) UNIT TRANSACTIONS -- Unit transactions are executed based on the unit values calculated at the close of the business day.

c) FEDERAL INCOME TAXES -- The operations of the Account form a part of, and are taxed with, the total operations of the Sponsor Company, which is taxed as an insurance company under the Internal Revenue Code (IRC). Under the current provisions of the IRC, the Sponsor Company does not expect to incur federal income taxes on the earnings of the Account to the extent the earnings are credited to the contract owners. Based on this, no charge is being made currently to the Account for federal income taxes. The Sponsor Company will review periodically the status of this policy in the event of changes in the tax law. A charge may be made in future years for any federal income taxes that would be attributable to the contracts.

d) USE OF ESTIMATES -- The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the financial statements and the reported amounts of income and expenses during the period. The most significant estimate contained within the financial statements are the fair value measurements.

e) MORTALITY RISK -- The mortality risk is fully borne by the Sponsor Company and may result in additional amounts being transferred into the Account by the Sponsor Company to cover shorter longevity of contract owners than expected. Conversely, if amounts allocated exceed amounts required, transfers may be made to the Sponsor Company.

f) FAIR VALUE MEASUREMENTS -- The Sub-Accounts' investments are carried at fair value in the Account's financial statements. The investments in shares of the Funds are valued at the December 31, 2012 closing net asset value as determined by the appropriate Fund manager. For financial instruments that are carried at fair value, a hierarchy is used to place the instruments into three broad levels (Levels 1, 2 and 3) by prioritizing the inputs in the valuation techniques used to measure fair value.

Level 1: Observable inputs that reflect unadjusted quoted prices for identical assets or liabilities in active markets that the Account has the ability to access at the measurement date. Level 1 investments include highly liquid open-ended management investment companies ("mutual funds").

Level 2: Observable inputs, other than unadjusted quoted prices included in Level 1, for the asset or liability or prices for similar assets and liabilities. Level 2 investments include those that are model priced by vendors using observable inputs.

Level 3: Valuations that are derived from techniques in which one or more of the significant inputs are unobservable (including assumptions about risk). Because Level 3 fair values, by their nature, contain unobservable market inputs, considerable judgment is used to determine the Level 3 fair values. Level 3 fair values represent the best estimate of an amount that could be realized in a current market exchange absent actual market exchanges.

In certain cases, the inputs used to measure fair value fall into different levels of the fair value hierarchy. In such cases, an investment's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement.

As of December 31, 2012, the Sub-Accounts invest in mutual funds which are carried at fair value and represent Level 1 investments under the fair value hierarchy levels. There were no Level 2 or Level 3 investments in the Sub-Accounts. The Account's policy is to recognize transfers of securities among the levels at the beginning of the reporting period. There were no transfers among the levels for the year ended December 31, 2012.

g) ACCOUNTING FOR UNCERTAIN TAX POSITIONS -- Management evaluates whether or not there are uncertain tax positions that require financial statement recognition and has determined that no reserves for uncertain tax positions are required at December 31, 2012. The 2007 through 2012 tax years generally remain subject to examination by U.S. federal and most state tax authorities.

3. ADMINISTRATION OF THE ACCOUNT AND RELATED CHARGES:

Each Sub-account is charged certain fees, according to contract terms, as follows:

a) COST OF INSURANCE -- In accordance with terms of the contracts, the Sponsor Company makes deductions for costs of insurance charges (COI), which relate to the death benefit component of the contract. The COI is calculated based on several factors including age, gender, risk class, timing of premium payments, investment performance of the Sub-Account, the death benefit amount, fees and charges assessed and outstanding policy loans.

Because a contract's account value and death benefit may vary from month to month, the cost of insurance charge may also vary. These charges are deducted through redemption of units from applicable contract owners' accounts and are included on the accompanying statements of changes in net assets.

b) MORTALITY AND EXPENSE RISK CHARGES -- The Sponsor Company, as an issuer of variable life contracts, assesses mortality and expense risk charges for which it receives a maximum annual fee of 1.40% of the Sub-Account's average daily net assets. These expenses are deducted through a redemption of units from applicable contract owners' accounts and are reflected in cost of insurance and other fees on the accompanying statements of changes in net assets.

c) ADMINISTRATIVE CHARGES -- The Sponsor Company provides administrative services to the Account and charges the Account a maximum annual rate of $30 or a maximum of $10 plus $0.03 per $1,000 of basic face amount, or $15 plus $0.05 per $1,000 of supplemental face amount at the policy issue date for these services. These expenses are deducted through the redemption of units from applicable contract owners' accounts and are reflected in cost of insurance and other fees on the accompanying statements of changes in net assets for these services.

d) RIDER CHARGES -- The Sponsor Company will charge an expense for various Rider charges, which are deducted through a redemption of units from applicable contract owners' accounts and are included in cost of insurance and other fees in the accompanying statements of changes in net assets. For further detail regarding specific product rider charges, please refer to Note 6, Financial Highlights.

e) ISSUE CHARGES -- The Sponsor Company may make deductions to cover issue expenses at a maximum rate of $54.17 per $1,000 of the initial face value. These charges are deducted through a redemption of units from applicable contract owners' accounts and are reflected in cost of insurance and other fees in the accompanying statements of changes in net assets.

4. PURCHASES AND SALES OF INVESTMENTS:

The cost of purchases and proceeds from sales of investments for the year ended December 31, 2012 were as follows:

SUB-ACCOUNT	PURCHASES AT COST	PROCEEDS FROM SALES
AllianceBernstein VPS International Value Portfolio	$1,172,277	$1,442,093
AllianceBernstein VPS Small/Mid-Cap Value Portfolio	860,601	1,423,856
AllianceBernstein VPS International Growth Portfolio	434,210	509,169
Invesco V.I. Core Equity Fund	131,685	795,367
Invesco V.I. International Growth Fund	786,617	377,929
Invesco V.I. Mid Cap Core Equity Fund	799,292	2,524,249
Invesco V.I. Small Cap Equity Fund	520,969	1,448,191
Invesco V.I. Balanced Risk Allocation Fund	4,500,343	1,474,167
American Funds Asset Allocation Fund	5,698,742	7,045,914
American Funds Blue Chip Income and Growth Fund	1,794,437	3,804,694
American Funds Bond Fund	3,799,253	5,807,418
American Funds Global Growth Fund	1,148,980	5,549,243
American Funds Growth Fund	3,049,656	18,858,514
American Funds Growth-Income Fund	4,604,518	14,579,568
American Funds International Fund	1,963,702	7,530,320
American Funds New World Fund	1,392,484	4,009,760
American Funds Global Small Capitalization Fund	791,068	3,383,106
Fidelity VIP Asset Manager Portfolio	23,471	166,732
Fidelity VIP Equity Income Portfolio	4,744,973	4,267,090
Fidelity VIP Contrafund Portfolio	2,554,475	6,017,043
Fidelity VIP Overseas Portfolio	14,567	963,330
Fidelity VIP Mid Cap Portfolio	3,292,931	2,620,266
Fidelity VIP Freedom 2010 Portfolio	259,559	362,703

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SUB-ACCOUNT	PURCHASES AT COST	PROCEEDS FROM SALES
<S>	<C>	<C>
Fidelity VIP Freedom 2020 Portfolio	$244,264	$634,773
Fidelity VIP Freedom 2030 Portfolio	533,253	279,727
Franklin Income Securities Fund	4,275,945	5,005,750
Franklin Small Cap Value Securities Fund	866,138	2,640,637
Franklin Strategic Income Securities Fund	5,078,136	2,416,477
Mutual Shares Securities Fund	1,736,439	4,319,489
Templeton Foreign Securities Fund	478,224	343,895
Templeton Growth Securities Fund	641,630	839,454
Mutual Global Discovery Securities Fund	3,093,778	3,297,044
Templeton Global Bond Securities Fund	5,215,212	5,337,515
Hartford Balanced HLS Fund*	2,866,120	11,252,272
Hartford Total Return Bond HLS Fund	9,474,508	13,771,420
Hartford Capital Appreciation HLS Fund	3,116,447	22,567,384
Hartford Dividend and Growth HLS Fund	4,159,750	14,567,002
Hartford Global Research HLS Fund	70,641	528,229
Hartford Global Growth HLS Fund	150,021	124,024
Hartford Disciplined Equity HLS Fund	1,120,132	1,887,922
Hartford Growth Opportunities HLS Fund	1,079,330	3,050,345
Hartford High Yield HLS Fund	2,441,636	853,548
Hartford Index HLS Fund	2,196,714	5,927,916
Hartford International Opportunities HLS Fund	1,765,933	7,830,375
Hartford MidCap HLS Fund	877,578	8,879,261
Hartford MidCap Value HLS Fund	618,534	1,999,818
Hartford Money Market HLS Fund	27,659,744	38,541,910
Hartford Small Company HLS Fund	706,126	4,133,920
Hartford Stock HLS Fund	1,996,801	9,952,007
Hartford U.S. Government Securities HLS Fund	3,595,492	3,697,492
Lord Abbett Calibrated Dividend Growth Fund*	932,333	1,052,830
Lord Abbett Bond-Debenture Fund	2,981,572	1,471,998
Lord Abbett Growth and Income Fund	397,444	831,098
MFS Investors Trust Series	217,928	210,902

MFS New Discovery Series	1,489,049	1,353,820
MFS Total Return Series	2,613,715	2,248,485
MFS Value Series	2,056,291	1,295,755
MFS Research Bond Series	3,914,038	1,858,171
UIF Mid Cap Growth Portfolio	781,092	1,011,035
Invesco Van Kampen V.I. American Value Fund*	810,860	486,332
Oppenheimer Capital Appreciation Fund/VA	243,767	404,992
Oppenheimer Global Securities Fund/VA	769,399	1,384,860
Oppenheimer Main Street Fund/VA	546,459	374,716
Oppenheimer Main Street Small- & Mid-Cap Fund/VA	180,356	162,740
Putnam VT Diversified Income Fund	638,945	733,658
Putnam VT Global Asset Allocation Fund	4,137	60,234
Putnam VT Global Equity Fund	185,171	918,799
Putnam VT Growth and Income Fund	773,487	2,203,375
Putnam VT Global Health Care Fund	93,147	125,495
Putnam VT High Yield Fund	3,335,931	4,097,170
Putnam VT Income Fund	2,119,843	2,965,560
Putnam VT International Value Fund	18,385	84,044

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SUB-ACCOUNT <S>	PURCHASES AT COST <C>	PROCEEDS FROM SALES <C>
Putnam VT International Equity Fund	$964,470	$3,090,009
Putnam VT International Growth Fund	5,636	83,284
Putnam VT Investors Fund	11,625	109,983
Putnam VT Money Market Fund	11	13,857
Putnam VT Multi-Cap Growth Fund	590,893	1,697,763

Putnam VT Small Cap Value Fund	301,582	826,872
Putnam VT George Putnam Balanced Fund	14,889	173,065
Putnam VT Global Utilities Fund	24,312	135,337
Putnam VT Voyager Fund	882,310	3,477,540
Putnam VT Capital Opportunities Fund	304,201	966,861
Putnam VT Equity Income Fund	886,213	1,782,537
Invesco Van Kampen V.I. Comstock Fund	733,042	1,962,893
Invesco Van Kampen V.I. American Franchise Fund*	2,247,691	2,254,115
Invesco Van Kampen V.I. Mid Cap Growth Fund*	1,330,254	1,406,591

</Table>

* See Note 1 for additional information related to this Sub-Account.

5. CHANGES IN UNITS OUTSTANDING:

The changes in units outstanding for the year ended December 31, 2012 were as follows:

<Table>
<Caption>

SUB-ACCOUNT	UNITS ISSUED	UNITS REDEEMED	NET INCREASE (DECREASE)
<S>	<C>	<C>	<C> <C>
AllianceBernstein VPS International Value Portfolio	141,936	196,614	(54,678)
AllianceBernstein VPS Small/Mid-Cap Value Portfolio	40,391	105,018	(64,627)
AllianceBernstein VPS International Growth Portfolio	46,178	60,406	(14,228)
Invesco V.I. Core Equity Fund	6,672	47,120	(40,448)
Invesco V.I. International Growth Fund	73,897	38,005	35,892
Invesco V.I. Mid Cap Core Equity Fund	36,204	139,857	(103,653)
Invesco V.I. Small Cap Equity Fund	35,285	97,703	(62,418)
Invesco V.I. Balanced Risk Allocation Fund	374,607	124,725	249,882
American Funds Asset Allocation Fund	238,022	404,103	(166,081)
American Funds Blue Chip Income			

and Growth Fund	54,679	233,219	(178,540)
American Funds Bond Fund	162,979	398,865	(235,886)
American Funds Global Growth Fund	383,187	3,217,438	(2,834,251)
American Funds Growth Fund	1,182,220	14,369,978	(13,187,758)
American Funds Growth-Income Fund	1,340,801	9,607,507	(8,266,706)
American Funds International Fund	48,813	349,521	(300,708)
American Funds New World Fund	35,403	133,824	(98,421)
American Funds Global Small Capitalization Fund	219,546	1,668,197	(1,448,651)
Fidelity VIP Asset Manager Portfolio	--	57,484	(57,484)
Fidelity VIP Equity Income Portfolio	431,540	1,202,313	(770,773)
Fidelity VIP Contrafund Portfolio	152,687	438,967	(286,280)
Fidelity VIP Overseas Portfolio	--	471,878	(471,878)
Fidelity VIP Mid Cap Portfolio	83,137	178,281	(95,144)
Fidelity VIP Freedom 2010 Portfolio	20,106	32,144	(12,038)
Fidelity VIP Freedom 2020 Portfolio	18,604	56,780	(38,176)
Fidelity VIP Freedom 2030 Portfolio	46,853	26,079	20,774
Franklin Income Securities Fund	138,822	359,573	(220,751)
Franklin Small Cap Value Securities Fund	31,124	121,596	(90,472)

</Table>

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SUB-ACCOUNT	UNITS ISSUED	UNITS REDEEMED	NET INCREASE (DECREASE)	
<S>	<C>	<C>	<C>	<C>

Franklin Strategic Income Securities Fund	296,703	176,977	119,726
Mutual Shares Securities Fund	51,124	261,980	(210,856)
Templeton Foreign Securities Fund	26,290	20,757	5,533
Templeton Growth Securities Fund	45,403	85,278	(39,875)
Mutual Global Discovery Securities Fund	84,602	245,859	(161,257)
Templeton Global Bond Securities Fund	196,987	312,357	(115,370)
Hartford Balanced HLS Fund*	214,590	3,005,049	(2,790,459)
Hartford Total Return Bond HLS Fund	1,534,067	4,371,789	(2,837,722)
Hartford Capital Appreciation HLS Fund	99,494	3,233,449	(3,133,955)
Hartford Dividend and Growth HLS Fund	388,994	3,151,111	(2,762,117)
Hartford Global Research HLS Fund	6,381	52,427	(46,046)
Hartford Global Growth HLS Fund	119,290	104,845	14,445
Hartford Disciplined Equity HLS Fund	508,910	1,124,276	(615,366)
Hartford Growth Opportunities HLS Fund	50,018	141,538	(91,520)
Hartford High Yield HLS Fund	112,569	44,776	67,793
Hartford Index HLS Fund	307,369	1,461,692	(1,154,323)
Hartford International Opportunities HLS Fund	295,835	2,514,919	(2,219,084)
Hartford MidCap HLS Fund	93,583	1,940,090	(1,846,507)
Hartford MidCap Value HLS Fund	21,182	90,870	(69,688)
Hartford Money Market HLS Fund	16,061,773	22,118,731	(6,056,958)
Hartford Small Company HLS Fund	269,341	1,581,558	(1,312,217)
Hartford Stock HLS Fund	107,016	2,411,698	(2,304,682)
Hartford U.S. Government Securities HLS Fund	279,401	322,497	(43,096)
Lord Abbett Calibrated Dividend Growth Fund*	54,127	79,281	(25,154)
Lord Abbett Bond-Debenture Fund	175,690	104,426	71,264
Lord Abbett Growth and Income Fund	29,189	72,972	(43,783)
MFS Investors Trust Series	15,032	15,576	(544)

MFS New Discovery Series	40,601	61,337	(20,736)
MFS Total Return Series	120,696	141,760	(21,064)
MFS Value Series	169,166	116,275	52,891
MFS Research Bond Series	258,755	131,606	127,149
UIF Mid Cap Growth Portfolio	42,365	82,867	(40,502)
Invesco Van Kampen V.I. American Value Fund*	65,863	40,653	25,210
Oppenheimer Capital Appreciation Fund/VA	19,295	34,084	(14,789)
Oppenheimer Global Securities Fund/VA	46,673	107,532	(60,859)
Oppenheimer Main Street Fund/VA	42,427	29,878	12,549
Oppenheimer Main Street Small- & Mid-Cap Fund/VA	14,179	12,972	1,207
Putnam VT Diversified Income Fund	33,062	51,606	(18,544)
Putnam VT Global Asset Allocation Fund	--	1,787	(1,787)
Putnam VT Global Equity Fund	4,978	34,714	(29,736)
Putnam VT Growth and Income Fund	24,071	70,064	(45,993)
Putnam VT Global Health Care Fund	--	7,186	(7,186)
Putnam VT High Yield Fund	75,454	175,972	(100,518)
Putnam VT Income Fund	66,948	135,331	(68,383)
Putnam VT International Value Fund	--	5,449	(5,449)
Putnam VT International Equity Fund	40,699	200,943	(160,244)
Putnam VT International Growth Fund	--	5,214	(5,214)
Putnam VT Investors Fund	--	9,356	(9,356)
Putnam VT Money Market Fund	--	7,681	(7,681)

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SUB-ACCOUNT	UNITS ISSUED	UNITS REDEEMED	NET INCREASE (DECREASE)
Putnam VT Multi-Cap Growth Fund	29,062	71,024	(41,962)
Putnam VT Small Cap Value Fund	25,718	75,767	(50,049)
Putnam VT George Putnam Balanced Fund	--	11,475	(11,475)
Putnam VT Global Utilities Fund	--	4,810	(4,810)
Putnam VT Voyager Fund	38,063	112,054	(73,991)
Putnam VT Capital Opportunities Fund	13,745	46,546	(32,801)
Putnam VT Equity Income Fund	39,670	99,037	(59,367)
Invesco Van Kampen V.I. Comstock Fund	38,004	159,862	(121,858)
Invesco Van Kampen V.I. American Franchise Fund*	220,141	210,740	9,401
Invesco Van Kampen V.I. Mid Cap Growth Fund*	130,849	115,936	14,913

* See Note 1 for additional information related to this Sub-Account.

The changes in units outstanding for the year ended December 31, 2011 were as follows:

SUB-ACCOUNT	UNITS ISSUED	UNITS REDEEMED	NET INCREASE (DECREASE)
AllianceBernstein VPS International Value Portfolio	173,074	175,127	(2,053)
AllianceBernstein VPS Small/Mid-Cap Value Portfolio	62,714	156,210	(93,496)
AllianceBernstein VPS			

International Growth Portfolio	67,593	106,144	(38,551)
Invesco V.I. Capital Appreciation Fund	16,964	22,035	(5,071)
Invesco V.I. Core Equity Fund	41,975	24,374	17,601
Invesco V.I. International Growth Fund	97,328	50,844	46,484
Invesco V.I. Mid Cap Core Equity Fund	89,419	112,704	(23,285)
Invesco V.I. Small Cap Equity Fund	144,760	100,321	44,439
Invesco V.I. Capital Development Fund	9,236	15,376	(6,140)
Invesco V.I. Balanced Risk Allocation Fund	242,424	72,855	169,569
American Funds Asset Allocation Fund	101,098	493,100	(392,002)
American Funds Blue Chip Income and Growth Fund	93,803	263,483	(169,680)
American Funds Bond Fund	186,730	516,457	(329,727)
American Funds Global Growth Fund	685,010	2,936,536	(2,251,526)
American Funds Growth Fund	2,618,845	15,001,152	(12,382,307)
American Funds Growth-Income Fund	779,610	10,133,081	(9,353,471)
American Funds International Fund	78,248	242,628	(164,380)
American Funds New World Fund	76,732	129,084	(52,352)
American Funds Global Small Capitalization Fund	346,269	1,996,069	(1,649,800)
Fidelity VIP Asset Manager Portfolio	--	90,374	(90,374)
Fidelity VIP Equity Income Portfolio	148,128	1,207,414	(1,059,286)
Fidelity VIP Contrafund Portfolio	345,507	332,476	13,031
Fidelity VIP Overseas Portfolio	--	66,113	(66,113)
Fidelity VIP Mid Cap Portfolio	178,417	231,748	(53,331)
Fidelity VIP Freedom 2010 Portfolio	32,951	24,095	8,856
Fidelity VIP Freedom 2020 Portfolio	22,206	17,734	4,472
Fidelity VIP Freedom 2030			

Portfolio	14,991	16,530	(1,539)
Franklin Income Securities Fund	185,156	282,203	(97,047)
Franklin Small Cap Value Securities Fund	51,053	170,209	(119,156)
Franklin Strategic Income Securities Fund	289,263	139,452	149,811
Mutual Shares Securities Fund	93,830	324,239	(230,409)
Templeton Foreign Securities Fund	45,551	10,244	35,307
Templeton Growth Securities Fund	57,289	177,354	(120,065)
Mutual Global Discovery Securities Fund	190,421	245,775	(55,354)
Templeton Global Bond Securities Fund	272,216	240,928	31,288

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SUB-ACCOUNT <S>	UNITS ISSUED <C>	UNITS REDEEMED <C>	NET INCREASE (DECREASE) <C>	<C>
Hartford Advisers HLS Fund	232,210	3,890,969	(3,658,759)	
Hartford Total Return Bond HLS Fund	1,194,796	4,757,135	(3,562,339)	
Hartford Capital Appreciation HLS Fund	240,700	2,791,002	(2,550,302)	
Hartford Dividend and Growth HLS Fund	535,723	2,452,290	(1,916,567)	
Hartford Global Research HLS Fund	14,931	7,490	7,441	
Hartford Global Growth HLS Fund	21,811	76,326	(54,515)	
Hartford Disciplined Equity HLS Fund	455,447	1,229,642	(774,195)	
Hartford Growth Opportunities HLS Fund	79,765	201,056	(121,291)	

Hartford High Yield HLS Fund	121,053	81,852	39,201
Hartford Index HLS Fund	371,724	2,241,537	(1,869,813)
Hartford International Opportunities HLS Fund	430,596	1,464,558	(1,033,962)
Hartford MidCap HLS Fund	78,617	1,874,825	(1,796,208)
Hartford MidCap Value HLS Fund	24,796	86,044	(61,248)
Hartford Money Market HLS Fund	16,819,095	22,442,658	(5,623,563)
Hartford Small Company HLS Fund	459,362	1,912,015	(1,452,653)
Hartford Stock HLS Fund	156,471	2,258,920	(2,102,449)
Hartford U.S. Government Securities HLS Fund	232,356	305,528	(73,172)
Lord Abbett Capital Structure Fund	66,807	101,295	(34,488)
Lord Abbett Bond-Debenture Fund	128,570	102,604	25,966
Lord Abbett Growth and Income Fund	73,298	99,658	(26,360)
MFS Investors Trust Series	48,973	87,217	(38,244)
MFS New Discovery Series	65,908	49,324	16,584
MFS Total Return Series	71,844	213,030	(141,186)
MFS Value Series	192,880	114,223	78,657
MFS Research Bond Series	304,533	116,555	187,978
UIF Mid Cap Growth Portfolio	98,461	72,068	26,393
Invesco Van Kampen V.I. Mid Cap Value Fund	42,385	45,412	(3,027)
Oppenheimer Capital Appreciation Fund/VA	23,531	45,261	(21,730)
Oppenheimer Global Securities Fund/VA	78,721	99,613	(20,892)
Oppenheimer Main Street Fund/VA	10,796	20,015	(9,219)
Oppenheimer Main Street Small- & Mid-Cap Fund/VA	12,875	10,928	1,947
Putnam VT Diversified Income Fund	72,783	66,515	6,268
Putnam VT Global Asset Allocation Fund	--	2,019	(2,019)
Putnam VT Global Equity Fund	6,787	24,347	(17,560)
Putnam VT Growth and Income Fund	24,536	112,392	(87,856)
Putnam VT Global Health Care Fund	--	20,905	(20,905)
Putnam VT High Yield Fund	134,013	245,368	(111,355)
Putnam VT Income Fund	91,023	155,928	(64,905)
Putnam VT International Value			

Fund	--	8,051	(8,051)
Putnam VT International Equity Fund	68,198	142,463	(74,265)
Putnam VT International Growth Fund	--	5,254	(5,254)
Putnam VT Investors Fund	4	11,548	(11,544)
Putnam VT Money Market Fund	--	9,743	(9,743)
Putnam VT Multi-Cap Growth Fund	15,727	66,402	(50,675)
Putnam VT Small Cap Value Fund	32,137	60,193	(28,056)
Putnam VT George Putnam Balanced Fund	--	11,139	(11,139)
Putnam VT Global Utilities Fund	--	5,452	(5,452)
Putnam VT Voyager Fund	71,565	162,227	(90,662)
Putnam VT Capital Opportunities Fund	42,846	41,649	1,197
Putnam VT Equity Income Fund	150,663	82,443	68,220
Invesco Van Kampen V.I. Comstock Fund	79,928	116,540	(36,612)

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6. FINANCIAL HIGHLIGHTS:

The following is a summary of units, unit fair values, net assets, expense ratios, investment income ratios, and total return ratios representing the lowest and highest contract charges for each of the periods presented within each Sub-Account that had outstanding units as of and for the period ended December 31, 2012. The unit value range presented below represents the unit values of the highest and lowest contract charges, therefore a specific Sub-Account unit value may be outside of the range presented in this table. Financial highlights for net assets allocated to Sub-Accounts that have merged during the period, if applicable, have been shown for the surviving

fund.
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SUB-ACCOUNT	UNITS #	UNIT FAIR VALUE LOWEST		TO HIGHEST #	NET ASSETS
ALLIANCEBERNSTEIN VPS INTERNATIONAL VALUE PORTFOLIO					
2012	1,495,801	$7.830881	to	$7.830881	$11,713,438
2011	1,550,479	6.857519	to	6.857519	10,632,441
2010	1,552,532	8.511980	to	8.511980	13,215,119
2009	1,596,628	8.161134	to	8.161134	13,030,298
2008	1,602,576	6.074134	to	6.074134	9,734,259
ALLIANCEBERNSTEIN VPS SMALL/MID-CAP VALUE PORTFOLIO					
2012	647,465	14.642002	to	14.642002	9,480,179
2011	712,092	12.359340	to	12.359340	8,800,986
2010	805,588	13.525397	to	13.525397	10,895,898
2009	725,696	10.684549	to	10.684549	7,753,732
2008	741,924	7.489616	to	7.489616	5,556,724
ALLIANCEBERNSTEIN VPS INTERNATIONAL GROWTH PORTFOLIO					
2012	364,847	9.085135	to	9.085135	3,314,686
2011	379,075	7.883945	to	7.883945	2,988,607
2010	417,626	9.390573	to	9.390573	3,921,748
2009	408,450	8.339156	to	8.339156	3,406,124
2008	390,722	5.989175	to	5.989175	2,340,105
INVESCO V.I. CORE EQUITY FUND					
2012	99,757	17.528629	to	17.528629	1,748,601
2011	140,205	15.391910	to	15.391910	2,158,027
2010	122,604	15.401643	to	15.401643	1,888,309
2009	129,893	14.058334	to	14.058334	1,826,077
2008	141,615	10.957579	to	10.957579	1,551,758
INVESCO V.I. INTERNATIONAL GROWTH FUND					
2012	361,159	10.681661	to	10.681661	3,857,780

2011	325,267	9.245632	to	9.245632	3,007,295
2010	278,783	9.913898	to	9.913898	2,763,828
2009	173,459	8.784056	to	8.784056	1,523,674
2008	54,856	6.495072	to	6.495072	356,296
INVESCO V.I. MID CAP CORE EQUITY FUND					
2012	796,689	18.762126	to	18.762126	14,947,579
2011	900,342	16.909642	to	16.909642	15,224,463
2010	923,627	18.061560	to	18.061560	16,682,140
2009	1,024,144	15.827870	to	15.827870	16,210,018
2008	1,093,334	12.155426	to	12.155426	13,289,938
INVESCO V.I. SMALL CAP EQUITY FUND					
2012	327,010	15.606747	to	15.606747	5,103,556
2011	389,428	13.702870	to	13.702870	5,336,286
2010	344,989	13.803070	to	13.803070	4,761,907
2009	287,138	10.738505	to	10.738505	3,083,436
2008	195,093	8.853684	to	8.853684	1,727,293

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SUB-ACCOUNT	EXPENSE RATIO LOWEST TO HIGHEST*			INVESTMENT INCOME RATIO LOWEST TO HIGHEST**			TOTAL RETURN RATIO LOWEST TO HIGHEST***		
ALLIANCEBERNSTEIN VPS INTERNATIONAL VALUE PORTFOLIO									
2012	--	to	--	1.41%	to	1.41%	14.19%	to	14.19%
2011	--	to	--	3.98%	to	3.98%	(19.44)%	to	(19.44)%
2010	--	to	--	2.71%	to	2.71%	4.30%	to	4.30%
2009	--	to	--	1.15%	to	1.15%	34.36%	to	34.36%
2008	--	to	--	0.88%	to	0.88%	(53.28)%	to	(53.28)%
ALLIANCEBERNSTEIN VPS SMALL/MID-CAP VALUE PORTFOLIO									
2012	--	to	--	0.28%	to	0.28%	18.47%	to	18.47%
2011	--	to	--	0.26%	to	0.26%	(8.62)%	to	(8.62)%
2010	--	to	--	0.27%	to	0.27%	26.59%	to	26.59%
2009	--	to	--	0.80%	to	0.80%	42.66%	to	42.66%
2008	--	to	--	0.44%	to	0.44%	(35.75)%	to	(35.75)%

ALLIANCEBERNSTEIN VPS INTERNATIONAL GROWTH PORTFOLIO									
2012	--	to	--	1.38%	to	1.38%	15.24%	to	15.24%
2011	--	to	--	2.75%	to	2.75%	(16.04)%	to	(16.04)%
2010	--	to	--	1.82%	to	1.82%	12.61%	to	12.61%
2009	--	to	--	0.04%	to	0.04%	39.24%	to	39.24%
2008	--	to	--	--	to	--	(48.96)%	to	(48.96)%
INVESCO V.I. CORE EQUITY FUND									
2012	--	to	--	0.95%	to	0.95%	13.88%	to	13.88%
2011	--	to	--	0.91%	to	0.91%	(0.06)%	to	(0.06)%
2010	--	to	--	0.98%	to	0.98%	9.56%	to	9.56%
2009	--	to	--	1.87%	to	1.87%	28.30%	to	28.30%
2008	--	to	--	2.66%	to	2.66%	(30.14)%	to	(30.14)%
INVESCO V.I. INTERNATIONAL GROWTH FUND									
2012	--	to	--	1.51%	to	1.51%	15.53%	to	15.53%
2011	--	to	--	1.54%	to	1.54%	(6.74)%	to	(6.74)%
2010	--	to	--	2.56%	to	2.56%	12.86%	to	12.86%
2009	--	to	--	2.14%	to	2.14%	35.24%	to	35.24%
2008	--	to	--	2.07%	to	2.07%	(35.05)%	to	(35.05)%
INVESCO V.I. MID CAP CORE EQUITY FUND									
2012	--	to	--	0.06%	to	0.06%	10.96%	to	10.96%
2011	--	to	--	0.30%	to	0.30%	(6.38)%	to	(6.38)%
2010	--	to	--	0.56%	to	0.56%	14.11%	to	14.11%
2009	--	to	--	1.34%	to	1.34%	30.21%	to	30.21%
2008	--	to	--	1.61%	to	1.61%	(28.52)%	to	(28.52)%
INVESCO V.I. SMALL CAP EQUITY FUND									
2012	--	to	--	--	to	--	13.89%	to	13.89%
2011	--	to	--	--	to	--	(0.73)%	to	(0.73)%
2010	--	to	--	--	to	--	28.54%	to	28.54%
2009	--	to	--	--	to	--	21.29%	to	21.29%
2008	--	to	--	--	to	--	(31.31)%	to	(31.31)%

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SUB-ACCOUNT	UNITS #	UNIT FAIR VALUE LOWEST		TO HIGHEST #	NET ASSETS
<S>	<C> <C>	<C> <C>	<C> <C>	<C> <C>	<C> <C> <C>
INVESCO V.I. BALANCED RISK ALLOCATION FUND					
2012	463,551	$12.310062	to	$12.310062	$5,706,345
2011	213,669	11.091880	to	11.091880	2,369,988
AMERICAN FUNDS ASSET ALLOCATION FUND					
2012	4,406,802	18.489702	to	18.489702	81,480,457
2011	4,572,883	15.913238	to	15.913238	72,769,375
2010	4,964,885	15.709635	to	15.709635	77,996,537
2009	5,424,088	13.963461	to	13.963461	75,739,039
2008	5,614,716	11.262300	to	11.262300	63,234,615
AMERICAN FUNDS BLUE CHIP INCOME AND GROWTH FUND					
2012	2,711,948	16.842764	to	16.842764	45,676,707
2011	2,890,488	14.789539	to	14.789539	42,748,991
2010	3,060,168	14.924145	to	14.924145	45,670,393
2009	3,164,379	13.286460	to	13.286460	42,043,389
2008	3,206,911	10.382553	to	10.382553	33,295,926
AMERICAN FUNDS BOND FUND					
2012	3,827,012	14.884837	to	14.884837	56,964,455
2011	4,062,898	14.125783	to	14.125783	57,391,616
2010	4,392,625	13.313285	to	13.313285	58,480,264
2009	4,738,312	12.507300	to	12.507300	59,263,485
2008	4,604,691	11.107228	to	11.107228	51,145,347
AMERICAN FUNDS GLOBAL GROWTH FUND					
2012	29,951,862	1.879328	to	1.879328	56,289,374
2011	32,786,113	1.533372	to	1.533372	50,273,308
2010	35,037,639	1.682911	to	1.682911	58,965,229
2009	37,029,042	1.506019	to	1.506019	55,766,441
2008	40,130,537	1.058316	to	1.058316	42,470,789
AMERICAN FUNDS GROWTH FUND					
2012	139,496,129	1.386229	to	1.386229	193,373,580
2011	152,683,887	1.175863	to	1.175863	179,535,333

2010	165,066,194	1.228397	to	1.228397	202,766,818
2009	178,427,219	1.035048	to	1.035048	184,680,735
2008	189,655,749	0.742443	to	0.742443	140,808,583
AMERICAN FUNDS GROWTH-INCOME FUND					
2012	99,775,774	1.607139	to	1.607139	160,353,538
2011	108,042,480	1.367989	to	1.367989	147,800,923
2010	117,395,951	1.393495	to	1.393495	163,590,671
2009	126,174,184	1.250601	to	1.250601	157,793,561
2008	135,621,416	0.952901	to	0.952901	129,233,783
AMERICAN FUNDS INTERNATIONAL FUND					
2012	2,719,902	23.413424	to	23.413424	63,682,214
2011	3,020,610	19.857580	to	19.857580	59,982,007
2010	3,184,990	23.080421	to	23.080421	73,510,920
2009	3,313,025	21.523685	to	21.523685	71,308,504
2008	3,509,365	15.043908	to	15.043908	52,794,571

<Caption>

SUB-ACCOUNT	EXPENSE RATIO LOWEST TO HIGHEST*			INVESTMENT INCOME RATIO LOWEST TO HIGHEST**			TOTAL RETURN RATIO LOWEST TO HIGHEST***		
INVESCO V.I. BALANCED RISK ALLOCATION FUND									
2012	--	to	--	1.05%	to	1.05%	10.98%	to	10.98%
2011	--	to	--	--	to	--	10.92%	to	10.92%
AMERICAN FUNDS ASSET ALLOCATION FUND									
2012	--	to	--	1.94%	to	1.94%	16.19%	to	16.19%
2011	--	to	--	1.85%	to	1.85%	1.30%	to	1.30%
2010	--	to	--	1.96%	to	1.96%	12.51%	to	12.51%
2009	--	to	--	2.38%	to	2.38%	23.98%	to	23.98%
2008	--	to	--	2.64%	to	2.64%	(29.51)%	to	(29.51)%
AMERICAN FUNDS BLUE CHIP INCOME AND GROWTH FUND									
2012	--	to	--	1.99%	to	1.99%	13.88%	to	13.88%
2011	--	to	--	1.74%	to	1.74%	(0.90)%	to	(0.90)%
2010	--	to	--	1.75%	to	1.75%	12.33%	to	12.33%
2009	--	to	--	2.16%	to	2.16%	27.97%	to	27.97%

2008	--	to	--	2.11%	to	2.11%	(36.51)%	to	(36.51)%
AMERICAN FUNDS BOND FUND									
2012	--	to	--	2.48%	to	2.48%	5.37%	to	5.37%
2011	--	to	--	2.95%	to	2.95%	6.10%	to	6.10%
2010	--	to	--	2.94%	to	2.94%	6.44%	to	6.44%
2009	--	to	--	3.26%	to	3.26%	12.61%	to	12.61%
2008	--	to	--	5.69%	to	5.69%	(9.35)%	to	(9.35)%
AMERICAN FUNDS GLOBAL GROWTH FUND									
2012	--	to	--	0.90%	to	0.90%	22.56%	to	22.56%
2011	--	to	--	1.29%	to	1.29%	(8.89)%	to	(8.89)%
2010	--	to	--	1.49%	to	1.49%	11.75%	to	11.75%
2009	--	to	--	1.42%	to	1.42%	42.30%	to	42.30%
2008	--	to	--	1.86%	to	1.86%	(38.39)%	to	(38.39)%
AMERICAN FUNDS GROWTH FUND									
2012	--	to	--	0.79%	to	0.79%	17.89%	to	17.89%
2011	--	to	--	0.60%	to	0.60%	(4.28)%	to	(4.28)%
2010	--	to	--	0.72%	to	0.72%	18.68%	to	18.68%
2009	--	to	--	0.66%	to	0.66%	39.41%	to	39.41%
2008	--	to	--	0.85%	to	0.85%	(43.97)%	to	(43.97)%
AMERICAN FUNDS GROWTH-INCOME FUND									
2012	--	to	--	1.62%	to	1.62%	17.48%	to	17.48%
2011	--	to	--	1.53%	to	1.53%	(1.83)%	to	(1.83)%
2010	--	to	--	1.48%	to	1.48%	11.43%	to	11.43%
2009	--	to	--	1.61%	to	1.61%	31.24%	to	31.24%
2008	--	to	--	0.77%	to	0.77%	(37.85)%	to	(37.85)%
AMERICAN FUNDS INTERNATIONAL FUND									
2012	--	to	--	1.47%	to	1.47%	17.91%	to	17.91%
2011	--	to	--	1.74%	to	1.74%	(13.96)%	to	(13.96)%
2010	--	to	--	2.06%	to	2.06%	7.23%	to	7.23%
2009	--	to	--	1.56%	to	1.56%	43.07%	to	43.07%
2008	--	to	--	2.00%	to	2.00%	(42.12)%	to	(42.12)%

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SUB-ACCOUNT	UNITS #	UNIT FAIR VALUE LOWEST		TO HIGHEST #	NET ASSETS
<S>	<C> <C>	<C> <C>	<C> <C>	<C> <C>	<C> <C> <C>
AMERICAN FUNDS NEW WORLD FUND					
2012	1,077,035	$32.197536	to	$32.197536	$34,677,867
2011	1,175,456	27.327395	to	27.327395	32,122,147
2010	1,227,808	31.756414	to	31.756414	38,990,788
2009	1,240,272	26.941235	to	26.941235	33,414,455
2008	1,275,691	18.002579	to	18.002579	22,965,729
AMERICAN FUNDS GLOBAL SMALL CAPITALIZATION FUND					
2012	12,010,025	2.164794	to	2.164794	25,999,230
2011	13,458,676	1.831808	to	1.831808	24,653,710
2010	15,108,476	2.265511	to	2.265511	34,228,419
2009	16,196,983	1.850714	to	1.850714	29,975,983
2008	16,823,811	1.147402	to	1.147402	19,303,674
FIDELITY VIP ASSET MANAGER PORTFOLIO					
2012	343,665	3.026411	to	3.026411	1,040,072
2011	401,149	2.690584	to	2.690584	1,079,326
2010	491,523	2.761290	to	2.761290	1,357,237
2009	605,337	2.416579	to	2.416579	1,462,845
2008	743,264	1.871681	to	1.871681	1,391,153
FIDELITY VIP EQUITY INCOME PORTFOLIO					
2012	8,729,457	3.409746	to	12.688792	34,095,461
2011	9,500,230	2.906674	to	10.840042	31,470,851
2010	10,559,516	2.878704	to	10.769489	34,316,335
2009	11,921,056	2.499987	to	9.371563	33,117,657
2008	13,475,260	1.919982	to	7.215315	28,294,360
FIDELITY VIP CONTRAFUND PORTFOLIO					
2012	2,828,785	14.321191	to	14.321191	40,511,566

2011	3,115,065	12.330930	to	12.330930	38,411,651
2010	3,102,034	12.684040	to	12.684040	39,346,326
2009	3,020,361	10.847941	to	10.847941	32,764,696
2008	2,797,455	8.007735	to	8.007735	22,401,277
FIDELITY VIP OVERSEAS PORTFOLIO					
2012	276,514	2.396177	to	2.396177	662,577
2011	748,392	1.984568	to	1.984568	1,485,234
2010	814,505	2.395759	to	2.395759	1,951,357
2009	919,076	2.118000	to	2.118000	1,946,603
2008	1,134,846	1.673907	to	1.673907	1,899,627
FIDELITY VIP MID CAP PORTFOLIO					
2012	1,635,491	15.275636	to	15.275636	24,983,168
2011	1,730,635	13.333878	to	13.333878	23,076,075
2010	1,783,966	14.957023	to	14.957023	26,682,817
2009	1,721,490	11.633336	to	11.633336	20,026,666
2008	1,742,992	8.324310	to	8.324310	14,509,208
FIDELITY VIP FREEDOM 2010 PORTFOLIO					
2012	76,275	12.106372	to	12.106372	923,419
2011	88,313	10.849651	to	10.849651	958,170
2010	79,457	10.896238	to	10.896238	865,784
2009	65,695	9.681661	to	9.681661	636,037
2008	35,646	7.810650	to	7.810650	278,415

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SUB-ACCOUNT	EXPENSE RATIO LOWEST TO HIGHEST*			INVESTMENT INCOME RATIO LOWEST TO HIGHEST**			TOTAL RETURN RATIO LOWEST TO HIGHEST***		
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AMERICAN FUNDS NEW WORLD FUND									
2012	--	to	--	1.00%	to	1.00%	17.82%	to	17.82%
2011	--	to	--	1.70%	to	1.70%	(13.95)%	to	(13.95)%
2010	--	to	--	1.61%	to	1.61%	17.87%	to	17.87%
2009	--	to	--	1.54%	to	1.54%	49.65%	to	49.65%
2008	--	to	--	1.52%	to	1.52%	(42.37)%	to	(42.37)%
AMERICAN FUNDS GLOBAL SMALL CAPITALIZATION FUND									
2012	--	to	--	1.34%	to	1.34%	18.18%	to	18.18%

2011	--	to	--	1.33%	to	1.33%	(19.14)%	to	(19.14)%
2010	--	to	--	1.73%	to	1.73%	22.41%	to	22.41%
2009	--	to	--	1.73%	to	1.73%	61.30%	to	61.30%
2008	--	to	--	--	to	--	(53.52)%	to	(53.52)%
FIDELITY VIP ASSET MANAGER PORTFOLIO									
2012	--	to	--	1.47%	to	1.47%	12.48%	to	12.48%
2011	--	to	--	1.81%	to	1.81%	(2.56)%	to	(2.56)%
2010	--	to	--	1.62%	to	1.62%	14.26%	to	14.26%
2009	--	to	--	2.25%	to	2.25%	29.11%	to	29.11%
2008	--	to	--	2.39%	to	2.39%	(28.72)%	to	(28.72)%
FIDELITY VIP EQUITY INCOME PORTFOLIO									
2012	--	to	--	2.97%	to	3.07%	17.05%	to	17.31%
2011	--	to	--	2.31%	to	2.46%	0.66%	to	0.97%
2010	--	to	--	1.67%	to	1.79%	14.92%	to	15.15%
2009	--	to	--	2.19%	to	2.28%	29.88%	to	30.21%
2008	--	to	--	2.45%	to	2.63%	(42.81)%	to	(42.65)%
FIDELITY VIP CONTRAFUND PORTFOLIO									
2012	--	to	--	1.10%	to	1.10%	16.14%	to	16.14%
2011	--	to	--	0.82%	to	0.82%	(2.78)%	to	(2.78)%
2010	--	to	--	1.06%	to	1.06%	16.93%	to	16.93%
2009	--	to	--	1.24%	to	1.24%	35.47%	to	35.47%
2008	--	to	--	0.91%	to	0.91%	(42.69)%	to	(42.69)%
FIDELITY VIP OVERSEAS PORTFOLIO									
2012	--	to	--	1.80%	to	1.80%	20.74%	to	20.74%
2011	--	to	--	1.36%	to	1.36%	(17.16)%	to	(17.16)%
2010	--	to	--	1.39%	to	1.39%	13.11%	to	13.11%
2009	--	to	--	2.04%	to	2.04%	26.53%	to	26.53%
2008	--	to	--	2.60%	to	2.60%	(43.81)%	to	(43.81)%
FIDELITY VIP MID CAP PORTFOLIO									
2012	--	to	--	0.39%	to	0.39%	14.56%	to	14.56%
2011	--	to	--	0.02%	to	0.02%	(10.85)%	to	(10.85)%
2010	--	to	--	0.13%	to	0.13%	28.57%	to	28.57%
2009	--	to	--	0.47%	to	0.47%	39.75%	to	39.75%
2008	--	to	--	0.25%	to	0.25%	(39.61)%	to	(39.61)%
FIDELITY VIP FREEDOM 2010 PORTFOLIO									
2012	--	to	--	1.50%	to	1.50%	11.58%	to	11.58%

2011	--	to	--	1.87%	to	1.87%	(0.43)%	to	(0.43)%
2010	--	to	--	2.20%	to	2.20%	12.55%	to	12.55%
2009	--	to	--	4.93%	to	4.93%	23.96%	to	23.96%
2008	--	to	--	8.24%	to	8.24%	(21.89)%	to	(21.89)%

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SUB-ACCOUNT	UNITS #	UNIT FAIR VALUE LOWEST TO HIGHEST #			NET ASSETS
FIDELITY VIP FREEDOM 2020 PORTFOLIO					
2012	84,112	$11.766118	to	$11.766118	$989,669
2011	122,288	10.405993	to	10.405993	1,272,532
2010	117,816	10.536819	to	10.536819	1,241,402
2009	65,607	9.216289	to	9.216289	604,655
2008	31,464	7.169550	to	7.169550	225,584
FIDELITY VIP FREEDOM 2030 PORTFOLIO					
2012	91,234	11.412628	to	11.412628	1,041,215
2011	70,460	9.908391	to	9.908391	698,148
2010	71,999	10.196865	to	10.196865	734,164
2009	16,039	8.798777	to	8.798777	141,119
2008	6,844	6.707483	to	6.707483	45,903
FRANKLIN INCOME SECURITIES FUND					
2012	2,504,422	14.716926	to	14.716926	36,857,399
2011	2,725,173	13.064004	to	13.064004	35,601,678
2010	2,822,220	12.759824	to	12.759824	36,011,031
2009	2,892,295	11.324722	to	11.324722	32,754,439
2008	2,983,512	8.351913	to	8.351913	24,918,032
FRANKLIN SMALL CAP VALUE SECURITIES FUND					

2012	1,127,553	23.643948	to	23.643948	26,659,797
2011	1,218,025	19.971648	to	19.971648	24,325,969
2010	1,337,181	20.751900	to	20.751900	27,749,042
2009	1,403,621	16.184436	to	16.184436	22,716,814
2008	1,504,562	12.530774	to	12.530774	18,853,326
FRANKLIN STRATEGIC INCOME SECURITIES FUND					
2012	1,120,741	14.439420	to	14.439420	16,182,852
2011	1,001,015	12.764539	to	12.764539	12,777,497
2010	851,204	12.419716	to	12.419716	10,571,710
2009	645,409	11.167863	to	11.167863	7,207,844
2008	192,923	8.855462	to	8.855462	1,708,421
MUTUAL SHARES SECURITIES FUND					
2012	2,563,760	17.290820	to	17.290820	44,329,507
2011	2,774,616	15.135026	to	15.135026	41,993,887
2010	3,005,025	15.294362	to	15.294362	45,959,939
2009	3,178,790	13.754639	to	13.754639	43,723,111
2008	3,323,687	10.912235	to	10.912235	36,268,854
TEMPLETON FOREIGN SECURITIES FUND					
2012	75,811	18.538988	to	18.538988	1,405,453
2011	70,278	15.680071	to	15.680071	1,101,958
2010	34,971	17.545864	to	17.545864	613,599
2009	5,614	16.185319	to	16.185319	90,859
TEMPLETON GROWTH SECURITIES FUND					
2012	954,553	10.934682	to	10.934682	10,437,732
2011	994,428	9.031951	to	9.031951	8,981,626
2010	1,114,493	9.709116	to	9.709116	10,820,742
2009	1,138,169	9.040690	to	9.040690	10,289,834
2008	1,136,464	6.895852	to	6.895852	7,836,891

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SUB-ACCOUNT	EXPENSE RATIO LOWEST TO HIGHEST*			INVESTMENT INCOME RATIO LOWEST TO HIGHEST**			TOTAL RETURN RATIO LOWEST TO HIGHEST***		
FIDELITY VIP FREEDOM 2020 PORTFOLIO									
2012	--	to	--	1.65%	to	1.65%	13.07%	to	13.07%

2011	--	to	--	1.99%	to	1.99%	(1.24)%	to	(1.24)%
2010	--	to	--	2.77%	to	2.77%	14.33%	to	14.33%
2009	--	to	--	3.79%	to	3.79%	28.55%	to	28.55%
2008	--	to	--	8.93%	to	8.93%	(28.31)%	to	(28.31)%
FIDELITY VIP FREEDOM 2030 PORTFOLIO									
2012	--	to	--	2.03%	to	2.03%	15.18%	to	15.18%
2011	--	to	--	1.88%	to	1.88%	(2.83)%	to	(2.83)%
2010	--	to	--	2.45%	to	2.45%	15.89%	to	15.89%
2009	--	to	--	2.44%	to	2.44%	31.18%	to	31.18%
2008	--	to	--	11.75%	to	11.75%	(32.93)%	to	(32.93)%
FRANKLIN INCOME SECURITIES FUND									
2012	--	to	--	6.41%	to	6.41%	12.65%	to	12.65%
2011	--	to	--	5.72%	to	5.72%	2.38%	to	2.38%
2010	--	to	--	6.66%	to	6.66%	12.67%	to	12.67%
2009	--	to	--	8.11%	to	8.11%	35.59%	to	35.59%
2008	--	to	--	5.51%	to	5.51%	(29.66)%	to	(29.66)%
FRANKLIN SMALL CAP VALUE SECURITIES FUND									
2012	--	to	--	0.78%	to	0.78%	18.39%	to	18.39%
2011	--	to	--	0.69%	to	0.69%	(3.76)%	to	(3.76)%
2010	--	to	--	0.76%	to	0.76%	28.22%	to	28.22%
2009	--	to	--	1.64%	to	1.64%	29.16%	to	29.16%
2008	--	to	--	1.15%	to	1.15%	(33.02)%	to	(33.02)%
FRANKLIN STRATEGIC INCOME SECURITIES FUND									
2012	--	to	--	6.90%	to	6.90%	13.12%	to	13.12%
2011	--	to	--	6.24%	to	6.24%	2.78%	to	2.78%
2010	--	to	--	4.78%	to	4.78%	11.21%	to	11.21%
2009	--	to	--	7.67%	to	7.67%	26.11%	to	26.11%
2008	--	to	--	0.57%	to	0.57%	(11.45)%	to	(11.45)%
MUTUAL SHARES SECURITIES FUND									
2012	--	to	--	2.06%	to	2.06%	14.24%	to	14.24%
2011	--	to	--	2.37%	to	2.37%	(1.04)%	to	(1.04)%
2010	--	to	--	1.58%	to	1.58%	11.19%	to	11.19%
2009	--	to	--	1.96%	to	1.96%	26.05%	to	26.05%
2008	--	to	--	3.12%	to	3.12%	(37.11)%	to	(37.11)%
TEMPLETON FOREIGN SECURITIES FUND									
2012	--	to	--	3.14%	to	3.14%	18.23%	to	18.23%
2011	--	to	--	1.67%	to	1.67%	(10.63)%	to	(10.63)%

2010	--	to	--	1.64%	to	1.64%	8.41%	to	8.41%
2009	--	to	--	--	to	--	61.85%	to	61.85%
TEMPLETON GROWTH SECURITIES FUND									
2012	--	to	--	2.05%	to	2.05%	21.07%	to	21.07%
2011	--	to	--	1.34%	to	1.34%	(6.97)%	to	(6.97)%
2010	--	to	--	1.36%	to	1.36%	7.39%	to	7.39%
2009	--	to	--	3.13%	to	3.13%	31.10%	to	31.10%
2008	--	to	--	1.81%	to	1.81%	(42.32)%	to	(42.32)%

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SUB-ACCOUNT	UNITS #	UNIT FAIR VALUE LOWEST TO HIGHEST #			NET ASSETS
<S>	<C> <C>	<C> <C>	<C> <C>	<C> <C>	<C> <C> <C>
MUTUAL GLOBAL DISCOVERY SECURITIES FUND					
2012	1,773,779	$13.894317	to	$13.894317	$24,645,450
2011	1,935,036	12.257024	to	12.257024	23,717,785
2010	1,990,390	12.630777	to	12.630777	25,140,178
2009	1,834,316	11.281734	to	11.281734	20,694,263
2008	1,677,235	9.148724	to	9.148724	15,344,558
TEMPLETON GLOBAL BOND SECURITIES FUND					
2012	1,608,661	18.113279	to	18.113279	29,138,120
2011	1,724,031	15.741644	to	15.741644	27,139,076
2010	1,692,743	15.879928	to	15.879928	26,880,635
2009	1,226,442	13.875288	to	13.875288	17,017,234

2008	818,967	11.691131	to	11.691131	9,574,652
HARTFORD BALANCED HLS FUND+					
2012	17,945,703	3.883754	to	3.883754	69,696,696
2011	20,736,162	3.466961	to	3.466961	71,891,464
2010	24,394,921	3.403787	to	3.403787	83,035,115
2009	27,379,590	3.035419	to	3.035419	83,108,529
2008	31,141,455	2.329770	to	2.329770	72,552,427
HARTFORD TOTAL RETURN BOND HLS FUND					
2012	34,497,919	3.249430	to	3.249430	112,098,573
2011	37,335,641	3.021675	to	3.021675	112,816,174
2010	40,897,980	2.824228	to	2.824228	115,505,220
2009	45,229,164	2.626884	to	2.626884	118,811,768
2008	47,985,924	2.284046	to	2.284046	109,602,057
HARTFORD CAPITAL APPRECIATION HLS FUND					
2012	22,534,247	7.429092	to	7.429092	167,408,995
2011	25,668,202	6.277831	to	6.277831	161,140,634
2010	28,218,504	7.085992	to	7.085992	199,956,093
2009	31,640,091	6.082370	to	6.082370	192,446,743
2008	35,247,202	4.175508	to	4.175508	147,174,973
HARTFORD DIVIDEND AND GROWTH HLS FUND					
2012	21,443,131	4.833961	to	4.833961	103,655,261
2011	24,205,248	4.255526	to	4.255526	103,006,061
2010	26,121,815	4.200184	to	4.200184	109,716,430
2009	28,165,762	3.710229	to	3.710229	104,501,428
2008	30,391,567	2.975883	to	2.975883	90,441,746
HARTFORD GLOBAL RESEARCH HLS FUND					
2012	43,973	10.795248	to	10.795248	474,696
2011	90,019	9.118201	to	9.118201	820,810
2010	82,578	10.051239	to	10.051239	830,014
2009	41,057	8.664032	to	8.664032	355,719
2008	143,976	6.096042	to	6.096042	877,685
HARTFORD GLOBAL GROWTH HLS FUND					
2012	854,345	1.265101	to	1.265101	1,080,833
2011	839,900	1.025151	to	1.025151	861,024
2010	894,415	1.190460	to	1.190460	1,064,767
2009	974,154	1.041982	to	1.041982	1,015,051
2008	1,029,113	0.768187	to	0.768187	790,551

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SUB-ACCOUNT	EXPENSE RATIO LOWEST TO HIGHEST*			INVESTMENT INCOME RATIO LOWEST TO HIGHEST**			TOTAL RETURN RATIO LOWEST TO HIGHEST***		
MUTUAL GLOBAL DISCOVERY SECURITIES FUND									
2012	--	to	--	2.64%	to	2.64%	13.36%	to	13.36%
2011	--	to	--	2.22%	to	2.22%	(2.96)%	to	(2.96)%
2010	--	to	--	1.28%	to	1.28%	11.96%	to	11.96%
2009	--	to	--	1.19%	to	1.19%	23.32%	to	23.32%
2008	--	to	--	2.43%	to	2.43%	(28.46)%	to	(28.46)%
TEMPLETON GLOBAL BOND SECURITIES FUND									
2012	--	to	--	6.41%	to	6.41%	15.07%	to	15.07%
2011	--	to	--	5.57%	to	5.57%	(0.87)%	to	(0.87)%
2010	--	to	--	1.41%	to	1.41%	14.45%	to	14.45%
2009	--	to	--	3.44%	to	3.44%	18.68%	to	18.68%
2008	--	to	--	4.01%	to	4.01%	6.21%	to	6.21%
HARTFORD BALANCED HLS FUND+									
2012	--	to	--	2.87%	to	2.87%	12.02%	to	12.02%
2011	--	to	--	1.62%	to	1.62%	1.86%	to	1.86%
2010	--	to	--	1.41%	to	1.41%	12.14%	to	12.14%
2009	--	to	--	2.23%	to	2.23%	30.29%	to	30.29%
2008	--	to	--	3.07%	to	3.07%	(31.64)%	to	(31.64)%
HARTFORD TOTAL RETURN BOND HLS FUND									
2012	--	to	--	4.10%	to	4.10%	7.54%	to	7.54%
2011	--	to	--	0.21%	to	0.21%	6.99%	to	6.99%
2010	--	to	--	4.08%	to	4.08%	7.51%	to	7.51%
2009	--	to	--	3.84%	to	3.84%	15.01%	to	15.01%
2008	--	to	--	6.69%	to	6.69%	(7.63)%	to	(7.63)%
HARTFORD CAPITAL APPRECIATION HLS FUND									
2012	--	to	--	1.46%	to	1.46%	18.34%	to	18.34%
2011	--	to	--	0.76%	to	0.76%	(11.41)%	to	(11.41)%
2010	--	to	--	0.75%	to	0.75%	16.50%	to	16.50%
2009	--	to	--	0.92%	to	0.92%	45.67%	to	45.67%
2008	--	to	--	1.83%	to	1.83%	(45.59)%	to	(45.59)%

HARTFORD DIVIDEND AND GROWTH HLS FUND									
2012	--	to	--	2.25%	to	2.25%	13.59%	to	13.59%
2011	--	to	--	2.04%	to	2.04%	1.32%	to	1.32%
2010	--	to	--	1.94%	to	1.94%	13.21%	to	13.21%
2009	--	to	--	2.28%	to	2.28%	24.68%	to	24.68%
2008	--	to	--	2.34%	to	2.34%	(32.43)%	to	(32.43)%
HARTFORD GLOBAL RESEARCH HLS FUND									
2012	--	to	--	1.04%	to	1.04%	18.39%	to	18.39%
2011	--	to	--	0.01%	to	0.01%	(9.28)%	to	(9.28)%
2010	--	to	--	1.23%	to	1.23%	16.01%	to	16.01%
2009	--	to	--	0.36%	to	0.36%	42.13%	to	42.13%
2008	--	to	--	1.21%	to	1.21%	(39.04)%	to	(39.04)%
HARTFORD GLOBAL GROWTH HLS FUND									
2012	--	to	--	0.54%	to	0.54%	23.41%	to	23.41%
2011	--	to	--	0.04%	to	0.04%	(13.89)%	to	(13.89)%
2010	--	to	--	0.27%	to	0.27%	14.25%	to	14.25%
2009	--	to	--	0.77%	to	0.77%	35.64%	to	35.64%
2008	--	to	--	0.66%	to	0.66%	(52.46)%	to	(52.46)%

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SUB-ACCOUNT	UNITS #	UNIT FAIR VALUE LOWEST		TO HIGHEST #	NET ASSETS
<S>	<C> <C>	<C> <C>	<C> <C>	<C> <C>	<C> <C> <C>
HARTFORD DISCIPLINED EQUITY HLS FUND					
2012	9,413,469	$1.778319	to	$1.778319	$16,740,151
2011	10,028,835	1.511927	to	1.511927	15,162,866
2010	10,803,030	1.494683	to	1.494683	16,147,105
2009	11,036,210	1.310608	to	1.310608	14,464,145

2008	11,115,471	1.043087	to	1.043087	11,594,403
HARTFORD GROWTH OPPORTUNITIES HLS FUND					
2012	1,142,946	22.876709	to	22.876709	26,146,849
2011	1,234,466	18.033268	to	18.033268	22,261,462
2010	1,355,757	19.789063	to	19.789063	26,829,153
2009	1,375,499	16.832526	to	16.832526	23,153,131
2008	1,359,332	12.987431	to	12.987431	17,654,224
HARTFORD HIGH YIELD HLS FUND					
2012	220,906	19.807474	to	19.807474	4,375,591
2011	153,113	17.327676	to	17.327676	2,653,100
2010	113,912	16.550662	to	16.550662	1,885,313
2009	36,726	14.249514	to	14.249514	523,323
HARTFORD INDEX HLS FUND					
2012	11,104,519	4.243608	to	4.243608	47,123,226
2011	12,258,842	3.670022	to	3.670022	44,990,219
2010	14,128,655	3.604734	to	3.604734	50,930,043
2009	15,374,219	3.141833	to	3.141833	48,303,228
2008	16,554,257	2.490602	to	2.490602	41,230,064
HARTFORD INTERNATIONAL OPPORTUNITIES HLS FUND					
2012	12,940,631	3.424934	to	3.424934	44,320,807
2011	15,159,715	2.849479	to	2.849479	43,197,288
2010	16,193,677	3.312232	to	3.312232	53,637,215
2009	13,458,593	2.893130	to	2.893130	38,937,460
2008	15,036,419	2.167800	to	2.167800	32,595,949
HARTFORD MIDCAP HLS FUND					
2012	11,440,868	4.818794	to	4.818794	55,131,184
2011	13,287,375	4.034466	to	4.034466	53,607,462
2010	15,083,583	4.381274	to	4.381274	66,085,309
2009	16,971,147	3.549140	to	3.549140	60,232,976
2008	19,984,268	2.710162	to	2.710162	54,160,603
HARTFORD MIDCAP VALUE HLS FUND					
2012	550,426	23.826006	to	23.826006	13,114,463
2011	620,114	19.068102	to	19.068102	11,824,403
2010	681,362	20.852684	to	20.852684	14,208,233
2009	758,100	16.726572	to	16.726572	12,680,406
2008	896,735	11.600671	to	11.600671	10,402,729
HARTFORD MONEY MARKET HLS FUND					
2012	41,065,408	1.796639	to	1.796639	73,779,714

2011	47,122,366	1.796639	to	1.796639	84,661,880
2010	52,745,929	1.796639	to	1.796639	94,765,393
2009	59,565,514	1.796639	to	1.796639	107,017,725
2008	70,437,691	1.795505	to	1.795505	126,471,226

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SUB-ACCOUNT	EXPENSE RATIO LOWEST TO HIGHEST*			INVESTMENT INCOME RATIO LOWEST TO HIGHEST**			TOTAL RETURN RATIO LOWEST TO HIGHEST***		
<S>	<C>	<C> <C> <C> <C>	<C> <C>	<C> <C> <C> <C>		<C> <C>	<C> <C> <C> <C>		<C>
HARTFORD DISCIPLINED EQUITY HLS FUND									
2012	--	to	--	1.60%	to	1.60%	17.62%	to	17.62%
2011	--	to	--	1.16%	to	1.16%	1.15%	to	1.15%
2010	--	to	--	1.35%	to	1.35%	14.05%	to	14.05%
2009	--	to	--	1.62%	to	1.62%	25.65%	to	25.65%
2008	--	to	--	1.23%	to	1.23%	(37.27)%	to	(37.27)%
HARTFORD GROWTH OPPORTUNITIES HLS FUND									
2012	--	to	--	--	to	--	26.86%	to	26.86%
2011	--	to	--	--	to	--	(8.87)%	to	(8.87)%
2010	--	to	--	0.02%	to	0.02%	17.56%	to	17.56%
2009	--	to	--	0.54%	to	0.54%	29.61%	to	29.61%
2008	--	to	--	0.43%	to	0.43%	(45.66)%	to	(45.66)%
HARTFORD HIGH YIELD HLS FUND									
2012	--	to	--	9.13%	to	9.13%	14.31%	to	14.31%
2011	--	to	--	9.35%	to	9.35%	4.69%	to	4.69%
2010	--	to	--	0.78%	to	0.78%	16.15%	to	16.15%
2009	--	to	--	50.97%	to	50.97%	42.50%	to	42.50%
HARTFORD INDEX HLS FUND									
2012	--	to	--	1.99%	to	1.99%	15.63%	to	15.63%
2011	--	to	--	1.66%	to	1.66%	1.81%	to	1.81%
2010	--	to	--	1.72%	to	1.72%	14.73%	to	14.73%
2009	--	to	--	2.06%	to	2.06%	26.15%	to	26.15%
2008	--	to	--	2.16%	to	2.16%	(37.11)%	to	(37.11)%
HARTFORD INTERNATIONAL OPPORTUNITIES HLS FUND									
2012	--	to	--	1.93%	to	1.93%	20.20%	to	20.20%
2011	--	to	--	0.05%	to	0.05%	(13.97)%	to	(13.97)%
2010	--	to	--	1.31%	to	1.31%	14.49%	to	14.49%

2009	--	to	--	2.00%	to	2.00%	33.46%	to	33.46%
2008	--	to	--	2.34%	to	2.34%	(42.25)%	to	(42.25)%
HARTFORD MIDCAP HLS FUND									
2012	--	to	--	0.79%	to	0.79%	19.44%	to	19.44%
2011	--	to	--	0.68%	to	0.68%	(7.92)%	to	(7.92)%
2010	--	to	--	0.24%	to	0.24%	23.45%	to	23.45%
2009	--	to	--	0.54%	to	0.54%	30.96%	to	30.96%
2008	--	to	--	0.52%	to	0.52%	(35.32)%	to	(35.32)%
HARTFORD MIDCAP VALUE HLS FUND									
2012	--	to	--	1.19%	to	1.19%	24.95%	to	24.95%
2011	--	to	--	0.01%	to	0.01%	(8.56)%	to	(8.56)%
2010	--	to	--	0.59%	to	0.59%	24.67%	to	24.67%
2009	--	to	--	0.82%	to	0.82%	44.19%	to	44.19%
2008	--	to	--	0.78%	to	0.78%	(40.21)%	to	(40.21)%
HARTFORD MONEY MARKET HLS FUND									
2012	--	to	--	--	to	--	--	to	--
2011	--	to	--	--	to	--	--	to	--
2010	--	to	--	--	to	--	--	to	--
2009	--	to	--	0.06%	to	0.06%	0.06%	to	0.06%
2008	--	to	--	2.02%	to	2.02%	2.14%	to	2.14%

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SUB-ACCOUNT	UNITS #	UNIT FAIR VALUE LOWEST TO HIGHEST #	NET ASSETS
<S>	<C> <C> <C> <C>	<C> <C> <C> <C>	<C> <C> <C>

HARTFORD SMALL COMPANY HLS FUND					
2012	10,536,264	$2.712054	to	$2.712054	$28,574,917
2011	11,848,481	2.345264	to	2.345264	27,787,816
2010	13,301,134	2.426831	to	2.426831	32,279,605
2009	15,351,526	1.955060	to	1.955060	30,013,155
2008	17,770,074	1.512167	to	1.512167	26,871,319
HARTFORD STOCK HLS FUND					
2012	17,198,527	4.258413	to	4.258413	73,238,432
2011	19,503,209	3.722907	to	3.722907	72,608,632
2010	21,605,658	3.764066	to	3.764066	81,325,123
2009	24,737,911	3.278812	to	3.278812	81,110,961
2008	28,223,648	2.316588	to	2.316588	65,382,562
HARTFORD U.S. GOVERNMENT SECURITIES HLS FUND					
2012	1,184,900	11.619278	to	11.619278	13,767,687
2011	1,227,996	11.205160	to	11.205160	13,759,895
2010	1,301,168	10.684330	to	10.684330	13,902,106
2009	1,381,902	10.293920	to	10.293920	14,225,191
2008	1,611,560	9.957373	to	9.957373	16,046,908
LORD ABBETT CALIBRATED DIVIDEND GROWTH FUND+					
2012	521,579	13.932710	to	13.932710	7,267,007
2011	546,733	12.389564	to	12.389564	6,773,783
2010	581,221	12.365526	to	12.365526	7,187,103
2009	603,729	10.774410	to	10.774410	6,504,823
2008	598,557	8.730699	to	8.730699	5,225,821
LORD ABBETT BOND-DEBENTURE FUND					
2012	475,470	14.942519	to	14.942519	7,104,725
2011	404,206	13.278309	to	13.278309	5,367,172
2010	378,240	12.720824	to	12.720824	4,811,522
2009	288,987	11.326127	to	11.326127	3,273,108
2008	74,185	8.432890	to	8.432890	625,590
LORD ABBETT GROWTH AND INCOME FUND					
2012	576,912	11.754355	to	11.754355	6,781,226
2011	620,695	10.486745	to	10.486745	6,509,072
2010	647,055	11.165635	to	11.165635	7,224,781
2009	639,261	9.509797	to	9.509797	6,079,242
2008	654,919	7.998229	to	7.998229	5,238,191
MFS INVESTORS TRUST SERIES					

2012	65,753	14.309842	to	14.309842	940,914
2011	66,297	12.006715	to	12.006715	796,004
2010	104,541	12.274423	to	12.274423	1,283,180
2009	128,127	11.048366	to	11.048366	1,415,594
2008	149,591	8.706510	to	8.706510	1,302,419
MFS NEW DISCOVERY SERIES					
2012	265,040	23.151428	to	23.151428	6,136,057
2011	285,776	19.097956	to	19.097956	5,457,737
2010	269,192	21.283072	to	21.283072	5,729,241
2009	298,813	15.610690	to	15.610690	4,664,679
2008	226,626	9.566346	to	9.566346	2,167,981

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SUB-ACCOUNT	EXPENSE RATIO LOWEST TO HIGHEST*			INVESTMENT INCOME RATIO LOWEST TO HIGHEST**			TOTAL RETURN RATIO LOWEST TO HIGHEST***		
HARTFORD SMALL COMPANY HLS FUND									
2012	--	to	--	--	to	--	15.64%	to	15.64%
2011	--	to	--	--	to	--	(3.36)%	to	(3.36)%
2010	--	to	--	--	to	--	24.13%	to	24.13%
2009	--	to	--	0.01%	to	0.01%	29.29%	to	29.29%
2008	--	to	--	0.11%	to	0.11%	(40.60)%	to	(40.60)%
HARTFORD STOCK HLS FUND									
2012	--	to	--	2.05%	to	2.05%	14.38%	to	14.38%
2011	--	to	--	1.35%	to	1.35%	(1.09)%	to	(1.09)%
2010	--	to	--	1.14%	to	1.14%	14.80%	to	14.80%
2009	--	to	--	1.56%	to	1.56%	41.54%	to	41.54%
2008	--	to	--	2.08%	to	2.08%	(43.13)%	to	(43.13)%
HARTFORD U.S. GOVERNMENT SECURITIES HLS FUND									
2012	--	to	--	2.85%	to	2.85%	3.70%	to	3.70%
2011	--	to	--	2.68%	to	2.68%	4.87%	to	4.87%
2010	--	to	--	4.37%	to	4.37%	3.79%	to	3.79%
2009	--	to	--	0.03%	to	0.03%	3.38%	to	3.38%
2008	--	to	--	8.20%	to	8.20%	(0.43)%	to	(0.43)%
LORD ABBETT CALIBRATED DIVIDEND GROWTH FUND+									
2012	--	to	--	2.98%	to	2.98%	12.46%	to	12.46%

2011	--	to	--	2.67%	to	2.67%	0.19%	to	0.19%
2010	--	to	--	2.92%	to	2.92%	14.77%	to	14.77%
2009	--	to	--	3.53%	to	3.53%	23.41%	to	23.41%
2008	--	to	--	4.42%	to	4.42%	(26.19)%	to	(26.19)%
LORD ABBETT BOND-DEBENTURE FUND									
2012	--	to	--	6.49%	to	6.49%	12.53%	to	12.53%
2011	--	to	--	6.22%	to	6.22%	4.38%	to	4.38%
2010	--	to	--	7.09%	to	7.09%	12.31%	to	12.31%
2009	--	to	--	9.30%	to	9.30%	34.31%	to	34.31%
2008	--	to	--	23.33%	to	23.33%	(15.67)%	to	(15.67)%
LORD ABBETT GROWTH AND INCOME FUND									
2012	--	to	--	0.97%	to	0.97%	12.09%	to	12.09%
2011	--	to	--	0.71%	to	0.71%	(6.08)%	to	(6.08)%
2010	--	to	--	0.57%	to	0.57%	17.41%	to	17.41%
2009	--	to	--	1.05%	to	1.05%	18.90%	to	18.90%
2008	--	to	--	1.71%	to	1.71%	(36.42)%	to	(36.42)%
MFS INVESTORS TRUST SERIES									
2012	--	to	--	0.87%	to	0.87%	19.18%	to	19.18%
2011	--	to	--	0.68%	to	0.68%	(2.18)%	to	(2.18)%
2010	--	to	--	1.46%	to	1.46%	11.10%	to	11.10%
2009	--	to	--	1.82%	to	1.82%	26.90%	to	26.90%
2008	--	to	--	0.75%	to	0.75%	(33.08)%	to	(33.08)%
MFS NEW DISCOVERY SERIES									
2012	--	to	--	--	to	--	21.22%	to	21.22%
2011	--	to	--	--	to	--	(10.27)%	to	(10.27)%
2010	--	to	--	--	to	--	36.34%	to	36.34%
2009	--	to	--	--	to	--	63.18%	to	63.18%
2008	--	to	--	--	to	--	(39.33)%	to	(39.33)%

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UNIT
FAIR VALUE

SUB-ACCOUNT	UNITS #	LOWEST TO HIGHEST #			NET ASSETS
<S>	<C> <C>	<C> <C>	<C> <C> <C> <C>		<C> <C> <C>
MFS TOTAL RETURN SERIES					
2012	1,617,058	$16.453635	to	$16.453635	$26,606,488
2011	1,638,122	14.788967	to	14.788967	24,226,125
2010	1,779,308	14.531519	to	14.531519	25,856,046
2009	1,997,895	13.218935	to	13.218935	26,410,041
2008	2,034,439	11.199735	to	11.199735	22,785,179
MFS VALUE SERIES					
2012	773,607	11.692087	to	11.692087	9,045,082
2011	720,716	10.056780	to	10.056780	7,248,080
2010	642,059	10.087285	to	10.087285	6,476,635
2009	545,166	9.044166	to	9.044166	4,930,571
2008	268,898	7.370068	to	7.370068	1,981,796
MFS RESEARCH BOND SERIES					
2012	677,724	14.369769	to	14.369769	9,738,739
2011	550,575	13.385817	to	13.385817	7,369,898
2010	362,597	12.539864	to	12.539864	4,546,916
2009	75,975	11.668778	to	11.668778	886,541
UIF MID CAP GROWTH PORTFOLIO					
2012	139,944	12.387060	to	12.387060	1,733,491
2011	180,446	11.417730	to	11.417730	2,060,285
2010	154,053	12.300233	to	12.300233	1,894,886
2009	191,642	9.299431	to	9.299431	1,782,164
2008	59,212	5.909437	to	5.909437	349,908
INVESCO VAN KAMPEN V.I. AMERICAN VALUE FUND+					
2012	225,745	12.648529	to	12.648529	2,855,337
2011	200,535	10.803724	to	10.803724	2,166,524
2010	203,562	10.715150	to	10.715150	2,181,195
2009	248,735	8.769934	to	8.769934	2,181,394
2008	222,373	6.302084	to	6.302084	1,401,416
OPPENHEIMER CAPITAL APPRECIATION FUND/VA					
2012	267,690	12.252275	to	12.252275	3,279,810
2011	282,479	10.765893	to	10.765893	3,041,138
2010	304,209	10.915899	to	10.915899	3,320,719
2009	308,342	10.001462	to	10.001462	3,083,872
2008	298,920	6.938164	to	6.938164	2,073,956
OPPENHEIMER GLOBAL SECURITIES FUND/VA					

2012	638,209	14.194061	to	14.194061	9,058,775
2011	699,068	11.735440	to	11.735440	8,203,871
2010	719,960	12.829306	to	12.829306	9,236,591
2009	717,828	11.088193	to	11.088193	7,959,418
2008	697,204	7.956807	to	7.956807	5,547,520
OPPENHEIMER MAIN STREET FUND/VA					
2012	145,995	13.101818	to	13.101818	1,912,795
2011	133,446	11.235715	to	11.235715	1,499,363
2010	142,665	11.271167	to	11.271167	1,608,003
2009	145,110	9.731208	to	9.731208	1,412,095
2008	146,474	7.602822	to	7.602822	1,113,613

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SUB-ACCOUNT	EXPENSE RATIO LOWEST TO HIGHEST*			INVESTMENT INCOME RATIO LOWEST TO HIGHEST**			TOTAL RETURN RATIO LOWEST TO HIGHEST***		
<S>	<C>	<C> <C> <C> <C>	<C> <C>	<C> <C> <C> <C>		<C> <C>	<C> <C> <C> <C>		<C>
MFS TOTAL RETURN SERIES									
2012	--	to	--	2.76%	to	2.76%	11.26%	to	11.26%
2011	--	to	--	2.61%	to	2.61%	1.77%	to	1.77%
2010	--	to	--	2.75%	to	2.75%	9.93%	to	9.93%
2009	--	to	--	3.57%	to	3.57%	18.03%	to	18.03%
2008	--	to	--	3.15%	to	3.15%	(22.13)%	to	(22.13)%
MFS VALUE SERIES									
2012	--	to	--	1.62%	to	1.62%	16.26%	to	16.26%
2011	--	to	--	1.53%	to	1.53%	(0.30)%	to	(0.30)%
2010	--	to	--	1.41%	to	1.41%	11.53%	to	11.53%
2009	--	to	--	1.08%	to	1.08%	22.72%	to	22.72%
2008	--	to	--	--	to	--	(26.30)%	to	(26.30)%
MFS RESEARCH BOND SERIES									
2012	--	to	--	2.80%	to	2.80%	7.35%	to	7.35%
2011	--	to	--	2.66%	to	2.66%	6.75%	to	6.75%
2010	--	to	--	2.06%	to	2.06%	7.47%	to	7.47%
2009	--	to	--	--	to	--	16.69%	to	16.69%
UIF MID CAP GROWTH PORTFOLIO									
2012	--	to	--	--	to	--	8.49%	to	8.49%
2011	--	to	--	0.24%	to	0.24%	(7.17)%	to	(7.17)%
2010	--	to	--	--	to	--	32.27%	to	32.27%
2009	--	to	--	--	to	--	57.37%	to	57.37%

2008	--	to	--	0.41%	to	0.41%	(40.91)%	to	(40.91)%
INVESCO VAN KAMPEN V.I. AMERICAN VALUE FUND+									
2012	--	to	--	0.66%	to	0.66%	17.08%	to	17.08%
2011	--	to	--	0.61%	to	0.61%	0.83%	to	0.83%
2010	--	to	--	0.88%	to	0.88%	22.18%	to	22.18%
2009	--	to	--	1.19%	to	1.19%	39.16%	to	39.16%
2008	--	to	--	0.73%	to	0.73%	(41.42)%	to	(41.42)%
OPPENHEIMER CAPITAL APPRECIATION FUND/VA									
2012	--	to	--	0.39%	to	0.39%	13.81%	to	13.81%
2011	--	to	--	0.11%	to	0.11%	(1.37)%	to	(1.37)%
2010	--	to	--	--	to	--	9.14%	to	9.14%
2009	--	to	--	0.01%	to	0.01%	44.15%	to	44.15%
2008	--	to	--	--	to	--	(45.66)%	to	(45.66)%
OPPENHEIMER GLOBAL SECURITIES FUND/VA									
2012	--	to	--	1.93%	to	1.93%	20.95%	to	20.95%
2011	--	to	--	1.04%	to	1.04%	(8.53)%	to	(8.53)%
2010	--	to	--	1.20%	to	1.20%	15.70%	to	15.70%
2009	--	to	--	1.86%	to	1.86%	39.36%	to	39.36%
2008	--	to	--	1.22%	to	1.22%	(40.33)%	to	(40.33)%
OPPENHEIMER MAIN STREET FUND/VA									
2012	--	to	--	0.64%	to	0.64%	16.61%	to	16.61%
2011	--	to	--	0.60%	to	0.60%	(0.31)%	to	(0.31)%
2010	--	to	--	0.87%	to	0.87%	15.83%	to	15.83%
2009	--	to	--	1.55%	to	1.55%	28.00%	to	28.00%
2008	--	to	--	1.14%	to	1.14%	(38.63)%	to	(38.63)%

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SUB-ACCOUNT	UNITS #	UNIT FAIR VALUE LOWEST		TO HIGHEST #	NET ASSETS
OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND/ VA					
2012	91,197	$13.228057	to	$13.228057	$1,206,354
2011	89,990	11.241671	to	11.241671	1,011,641
2010	88,043	11.516057	to	11.516057	1,013,913
2009	94,990	9.358432	to	9.358432	888,957
2008	36,241	6.836775	to	6.836775	247,768
PUTNAM VT DIVERSIFIED INCOME FUND					
2012	255,540	13.593368	to	28.400397	3,779,266
2011	274,084	12.188642	to	25.400730	3,679,021
2010	267,816	12.587405	to	26.192973	3,753,951
2009	232,227	11.171885	to	23.175409	2,992,302
2008	121,560	7.191250	to	14.968756	1,221,208
PUTNAM VT GLOBAL ASSET ALLOCATION FUND					
2012	11,183	35.209669	to	35.209669	393,766
2011	12,970	30.751053	to	30.751053	398,842
2010	14,989	30.806593	to	30.806593	461,754
2009	18,193	26.783076	to	26.783076	487,276
2008	21,967	19.786145	to	19.786145	434,635
PUTNAM VT GLOBAL EQUITY FUND					
2012	130,470	17.157542	to	29.391653	3,534,987
2011	160,206	14.276598	to	24.381165	3,657,154
2010	177,766	15.020302	to	25.604302	4,281,302
2009	211,061	13.675389	to	23.229823	4,659,824
2008	234,522	10.521629	to	17.847130	3,985,418
PUTNAM VT GROWTH AND INCOME FUND					
2012	416,459	14.962585	to	36.716590	12,553,779
2011	462,452	12.559145	to	30.742591	12,018,268
2010	550,308	13.170377	to	32.170965	15,443,281
2009	618,435	11.514849	to	28.044583	15,308,489
2008	711,231	8.870392	to	21.545827	13,842,778
PUTNAM VT GLOBAL HEALTH CARE					

FUND					
2012	50,882	18.791048	to	18.791048	956,131
2011	58,068	15.330913	to	15.330913	890,236
2010	78,973	15.468968	to	15.468968	1,221,635
2009	99,275	15.065962	to	15.065962	1,495,666
2008	128,139	11.913774	to	11.913774	1,526,616
PUTNAM VT HIGH YIELD FUND					
2012	811,691	21.165414	to	39.207905	21,397,771
2011	912,209	18.244699	to	33.700697	20,634,249
2010	1,023,564	17.930173	to	33.089518	22,791,645
2009	1,365,734	15.722517	to	28.889334	27,050,816
2008	1,080,380	10.468992	to	19.219456	15,113,898
PUTNAM VT INCOME FUND					
2012	826,873	16.678880	to	32.470755	17,079,311
2011	895,256	15.060896	to	29.236133	17,006,919
2010	960,161	14.343729	to	27.802373	17,594,668
2009	1,045,682	13.055246	to	25.224094	17,792,908
2008	1,224,728	8.902167	to	17.133269	14,771,688

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SUB-ACCOUNT	EXPENSE RATIO LOWEST TO HIGHEST*			INVESTMENT INCOME RATIO LOWEST TO HIGHEST**			TOTAL RETURN RATIO LOWEST TO HIGHEST***		
<S>	<C>	<C> <C> <C> <C>		<C> <C>	<C> <C> <C> <C>		<C> <C>	<C> <C> <C> <C>	<C>
OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND/ VA									
2012	--	to	--	0.32%	to	0.32%	17.67%	to	17.67%
2011	--	to	--	0.37%	to	0.37%	(2.38)%	to	(2.38)%
2010	--	to	--	0.40%	to	0.40%	23.06%	to	23.06%
2009	--	to	--	0.45%	to	0.45%	36.88%	to	36.88%
2008	--	to	--	--	to	--	(31.63)%	to	(31.63)%
PUTNAM VT DIVERSIFIED INCOME FUND									
2012	--	to	--	5.59%	to	5.96%	11.52%	to	11.81%
2011	--	to	--	9.41%	to	10.01%	(3.17)%	to	(3.02)%
2010	--	to	--	12.93%	to	14.37%	12.67%	to	13.02%
2009	--	to	--	4.68%	to	7.30%	54.83%	to	55.35%
2008	--	to	--	6.27%	to	6.27%	(31.00)%	to	(28.09)%
PUTNAM VT GLOBAL ASSET ALLOCATION FUND									

2012	--	to	--	1.01%	to	1.01%	14.50%	to	14.50%
2011	--	to	--	4.81%	to	4.81%	(0.18)%	to	(0.18)%
2010	--	to	--	5.91%	to	5.91%	15.02%	to	15.02%
2009	--	to	--	6.37%	to	6.37%	35.36%	to	35.36%
2008	--	to	--	4.27%	to	4.27%	(33.16)%	to	(33.16)%
PUTNAM VT GLOBAL EQUITY FUND									
2012	--	to	--	1.59%	to	1.97%	20.18%	to	20.55%
2011	--	to	--	1.97%	to	2.20%	(4.95)%	to	(4.78)%
2010	--	to	--	2.12%	to	2.50%	9.84%	to	10.22%
2009	--	to	--	0.20%	to	0.20%	29.97%	to	30.16%
2008	--	to	--	2.39%	to	2.83%	(45.35)%	to	(45.24)%
PUTNAM VT GROWTH AND INCOME FUND									
2012	--	to	--	1.68%	to	1.99%	19.14%	to	19.43%
2011	--	to	--	1.22%	to	1.50%	(4.64)%	to	(4.44)%
2010	--	to	--	1.53%	to	1.80%	14.38%	to	14.71%
2009	--	to	--	2.60%	to	3.21%	29.81%	to	30.16%
2008	--	to	--	2.11%	to	2.60%	(38.70)%	to	(38.57)%
PUTNAM VT GLOBAL HEALTH CARE FUND									
2012	--	to	--	1.55%	to	1.55%	22.57%	to	22.57%
2011	--	to	--	1.20%	to	1.20%	(0.89)%	to	(0.89)%
2010	--	to	--	2.21%	to	2.21%	2.68%	to	2.68%
2009	--	to	--	--	to	--	26.46%	to	26.46%
2008	--	to	--	--	to	--	(16.90)%	to	(16.90)%
PUTNAM VT HIGH YIELD FUND									
2012	--	to	--	7.64%	to	7.76%	16.01%	to	16.34%
2011	--	to	--	7.93%	to	8.14%	1.75%	to	1.85%
2010	--	to	--	7.29%	to	8.16%	14.04%	to	14.54%
2009	--	to	--	7.24%	to	10.18%	50.18%	to	50.31%
2008	--	to	--	9.03%	to	9.62%	(26.07)%	to	(26.01)%
PUTNAM VT INCOME FUND									
2012	--	to	--	4.91%	to	5.35%	10.74%	to	11.06%
2011	--	to	--	8.54%	to	9.05%	5.00%	to	5.16%
2010	--	to	--	10.87%	to	11.28%	9.87%	to	10.22%
2009	--	to	--	5.57%	to	6.23%	46.65%	to	47.22%
2008	--	to	--	6.66%	to	7.84%	(23.93)%	to	(23.78)%

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SUB-ACCOUNT	UNITS #	UNIT FAIR VALUE LOWEST TO HIGHEST #			NET ASSETS
<S>	<C> <C>	<C> <C>	<C> <C> <C> <C>		<C> <C> <C>
PUTNAM VT INTERNATIONAL VALUE FUND					
2012	33,535	$17.192665	to	$17.192665	$576,556
2011	38,984	14.115362	to	14.115362	550,276
2010	47,035	16.321304	to	16.321304	767,675
2009	53,973	15.194392	to	15.194392	820,094
2008	75,590	12.021934	to	12.021934	908,738
PUTNAM VT INTERNATIONAL EQUITY FUND					
2012	879,462	16.633499	to	17.234398	15,005,366
2011	1,039,706	13.643423	to	14.102062	14,543,974
2010	1,113,971	16.424598	to	16.931002	18,728,197
2009	1,271,461	14.928049	to	15.354656	19,397,415
2008	1,496,720	11.977464	to	12.283717	18,290,657
PUTNAM VT INTERNATIONAL GROWTH FUND					
2012	18,116	17.464541	to	17.464541	316,383
2011	23,330	14.405383	to	14.405383	336,075
2010	28,584	17.492096	to	17.492096	500,001
2009	35,103	15.550584	to	15.550584	545,865
2008	52,541	11.206894	to	11.206894	588,816
PUTNAM VT INVESTORS FUND					
2012	57,882	12.397161	to	12.397161	717,576
2011	67,238	10.590309	to	10.590309	712,072
2010	78,782	10.560103	to	10.560103	831,942
2009	93,998	9.243957	to	9.243957	868,909
2008	137,322	7.046749	to	7.046749	967,670
PUTNAM VT MONEY MARKET FUND					
2012	56,037	1.803151	to	1.803151	101,043
2011	63,718	1.803089	to	1.803089	114,890
2010	73,461	1.802966	to	1.802966	132,447
2009	100,832	1.802303	to	1.802303	181,730

2008	112,744	1.796082	to	1.796082	202,497
PUTNAM VT MULTI-CAP GROWTH FUND					
2012	348,446	17.208979	to	28.168997	8,994,704
2011	390,408	14.738812	to	24.058223	8,725,361
2010	441,083	15.528059	to	25.291913	10,434,315
2009	461,019	12.988059	to	21.099132	9,093,128
2008	545,071	9.829288	to	15.925954	8,165,677
PUTNAM VT SMALL CAP VALUE FUND					
2012	436,613	11.585811	to	11.585811	5,058,518
2011	486,662	9.861349	to	9.861349	4,799,142
2010	514,718	10.350514	to	10.350514	5,327,600
2009	547,588	8.215811	to	8.215811	4,498,883
2008	544,907	6.246201	to	6.246201	3,403,598
PUTNAM VT GEORGE PUTNAM BALANCED FUND					
2012	36,382	15.557336	to	15.557336	566,009
2011	47,857	13.795090	to	13.795090	660,193
2010	58,996	13.409259	to	13.409259	791,086
2009	83,074	12.059130	to	12.059130	1,001,801
2008	110,984	9.580101	to	9.580101	1,063,234

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SUB-ACCOUNT	EXPENSE RATIO LOWEST TO HIGHEST*			INVESTMENT INCOME RATIO LOWEST TO HIGHEST**			TOTAL RETURN RATIO LOWEST TO HIGHEST***		
<S>	<C>	<C> <C> <C> <C>	<C> <C>	<C> <C> <C> <C>		<C> <C>	<C> <C> <C> <C>		<C>
PUTNAM VT INTERNATIONAL VALUE FUND									
2012	--	to	--	3.31%	to	3.31%	21.80%	to	21.80%
2011	--	to	--	2.92%	to	2.92%	(13.52)%	to	(13.52)%
2010	--	to	--	3.58%	to	3.58%	7.42%	to	7.42%
2009	--	to	--	--	to	--	26.39%	to	26.39%
2008	--	to	--	2.23%	to	2.23%	(45.85)%	to	(45.85)%
PUTNAM VT INTERNATIONAL EQUITY FUND									
2012	--	to	--	2.16%	to	2.51%	21.92%	to	22.21%
2011	--	to	--	3.24%	to	3.56%	(16.93)%	to	(16.71)%
2010	--	to	--	3.62%	to	3.76%	13.42%	to	16.93%

2009	--	to	--	--	to	--	24.63%	to	25.00%
2008	--	to	--	2.11%	to	2.49%	(43.95)%	to	(38.61)%
PUTNAM VT INTERNATIONAL GROWTH FUND									
2012	--	to	--	1.76%	to	1.76%	21.24%	to	21.24%
2011	--	to	--	2.78%	to	2.78%	(17.65)%	to	(17.65)%
2010	--	to	--	3.30%	to	3.30%	12.49%	to	12.49%
2009	--	to	--	2.17%	to	2.17%	38.76%	to	38.76%
2008	--	to	--	1.94%	to	1.94%	(42.37)%	to	(42.37)%
PUTNAM VT INVESTORS FUND									
2012	--	to	--	1.58%	to	1.58%	17.06%	to	17.06%
2011	--	to	--	1.39%	to	1.39%	0.29%	to	0.29%
2010	--	to	--	1.50%	to	1.50%	14.24%	to	14.24%
2009	--	to	--	1.49%	to	1.49%	31.18%	to	31.18%
2008	--	to	--	0.55%	to	0.55%	(39.44)%	to	(39.44)%
PUTNAM VT MONEY MARKET FUND									
2012	--	to	--	0.01%	to	0.01%	--	to	--
2011	--	to	--	0.01%	to	0.01%	0.01%	to	0.01%
2010	--	to	--	0.04%	to	0.04%	0.04%	to	0.04%
2009	--	to	--	0.36%	to	0.36%	0.35%	to	0.35%
2008	--	to	--	2.80%	to	2.80%	2.83%	to	2.83%
PUTNAM VT MULTI-CAP GROWTH FUND									
2012	--	to	--	0.23%	to	0.51%	16.76%	to	17.09%
2011	--	to	--	0.25%	to	0.40%	(5.08)%	to	(4.88)%
2010	--	to	--	0.36%	to	0.57%	19.56%	to	19.87%
2009	--	to	--	0.36%	to	0.69%	32.14%	to	32.48%
2008	--	to	--	0.31%	to	0.31%	(38.75)%	to	(38.62)%
PUTNAM VT SMALL CAP VALUE FUND									
2012	--	to	--	0.45%	to	0.45%	17.49%	to	17.49%
2011	--	to	--	0.48%	to	0.48%	(4.73)%	to	(4.73)%
2010	--	to	--	0.30%	to	0.30%	25.98%	to	25.98%
2009	--	to	--	1.64%	to	1.64%	31.53%	to	31.53%
2008	--	to	--	1.39%	to	1.39%	(39.36)%	to	(39.36)%
PUTNAM VT GEORGE PUTNAM BALANCED FUND									
2012	--	to	--	2.29%	to	2.29%	12.77%	to	12.77%
2011	--	to	--	2.39%	to	2.39%	2.88%	to	2.88%
2010	--	to	--	5.92%	to	5.92%	11.20%	to	11.20%
2009	--	to	--	5.10%	to	5.10%	25.88%	to	25.88%
2008	--	to	--	5.03%	to	5.03%	(40.47)%	to	(40.47)%

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SUB-ACCOUNT	UNITS #	UNIT FAIR VALUE LOWEST TO HIGHEST #			NET ASSETS
<S>	<C> <C>	<C> <C>	<C> <C>	<C> <C>	<C> <C> <C>
PUTNAM VT GLOBAL UTILITIES FUND					
2012	19,407	$29.147195	to	$29.147195	$565,658
2011	24,217	27.667582	to	27.667582	670,015
2010	29,669	29.182239	to	29.182239	865,816
2009	37,730	28.580962	to	28.580962	1,078,357
2008	51,166	26.547468	to	26.547468	1,358,315
PUTNAM VT VOYAGER FUND					
2012	468,968	16.202644	to	40.405692	16,204,780
2011	542,959	14.184465	to	35.287020	16,522,781
2010	633,621	17.266105	to	42.844173	24,102,922
2009	748,322	14.293431	to	35.386121	23,533,318
2008	823,737	8.721088	to	21.538000	16,121,335
PUTNAM VT CAPITAL OPPORTUNITIES FUND					
2012	241,320	21.414988	to	21.414988	5,167,871
2011	274,121	18.724634	to	18.724634	5,132,806
2010	272,924	19.942323	to	19.942323	5,442,741
2009	289,846	15.395267	to	15.395267	4,462,259
2008	319,244	10.572218	to	10.572218	3,375,113
PUTNAM VT EQUITY INCOME FUND					
2012	338,981	19.095633	to	19.759287	6,659,815

2011	398,348	15.963640	to	16.562094	6,556,919
2010	330,128	15.639461	to	16.249834	5,310,358
2009	435,607	13.861395	to	14.430719	6,226,804
2008	372,379	11.322627	to	11.322627	4,216,312
INVESCO VAN KAMPEN V.I. COMSTOCK FUND					
2012	1,427,789	13.063471	to	13.063471	18,651,883
2011	1,549,647	10.984671	to	10.984671	17,022,365
2010	1,586,259	11.221180	to	11.221180	17,799,695
2009	1,643,470	9.698918	to	9.698918	15,939,883
2008	1,579,258	7.553239	to	7.553239	11,928,513
INVESCO VAN KAMPEN V.I. AMERICAN FRANCHISE FUND+					
2012	202,129	9.980752	to	9.980752	2,017,398
INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND+					
2012	110,172	9.994841	to	9.994841	1,101,156

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SUB-ACCOUNT	EXPENSE RATIO LOWEST TO HIGHEST*			INVESTMENT INCOME RATIO LOWEST TO HIGHEST**			TOTAL RETURN RATIO LOWEST TO HIGHEST***		
PUTNAM VT GLOBAL UTILITIES FUND									
2012	--	to	--	4.05%	to	4.05%	5.35%	to	5.35%
2011	--	to	--	4.08%	to	4.08%	(5.19)%	to	(5.19)%
2010	--	to	--	4.39%	to	4.39%	2.10%	to	2.10%
2009	--	to	--	4.74%	to	4.74%	7.66%	to	7.66%
2008	--	to	--	2.59%	to	2.59%	(30.33)%	to	(30.33)%
PUTNAM VT VOYAGER FUND									
2012	--	to	--	0.35%	to	0.39%	14.23%	to	14.51%
2011	--	to	--	--	to	0.28%	(17.85)%	to	(17.64)%
2010	--	to	--	1.32%	to	1.49%	20.80%	to	21.08%
2009	--	to	--	0.76%	to	1.14%	63.90%	to	64.30%
2008	--	to	--	0.29%	to	0.29%	(37.03)%	to	(36.87)%
PUTNAM VT CAPITAL OPPORTUNITIES FUND									
2012	--	to	--	0.37%	to	0.37%	14.37%	to	14.37%
2011	--	to	--	0.13%	to	0.13%	(6.11)%	to	(6.11)%

2010	--	to	--	0.26%	to	0.26%	29.54%	to	29.54%
2009	--	to	--	0.61%	to	0.61%	45.62%	to	45.62%
2008	--	to	--	0.47%	to	0.47%	(35.18)%	to	(35.18)%
PUTNAM VT EQUITY INCOME FUND									
2012	--	to	--	2.29%	to	2.52%	19.30%	to	19.62%
2011	--	to	--	1.56%	to	2.13%	1.92%	to	2.07%
2010	--	to	--	2.18%	to	2.19%	12.61%	to	12.83%
2009	--	to	--	1.12%	to	1.37%	27.45%	to	38.61%
2008	--	to	--	1.96%	to	1.96%	(31.14)%	to	(31.14)%
INVESCO VAN KAMPEN V.I. COMSTOCK FUND									
2012	--	to	--	1.50%	to	1.50%	18.92%	to	18.92%
2011	--	to	--	1.33%	to	1.33%	(2.11)%	to	(2.11)%
2010	--	to	--	0.13%	to	0.13%	15.70%	to	15.70%
2009	--	to	--	4.33%	to	4.33%	28.41%	to	28.41%
2008	--	to	--	2.15%	to	2.15%	(35.80)%	to	(35.80)%
INVESCO VAN KAMPEN V.I. AMERICAN FRANCHISE FUND+									
2012	--	to	--	--	to	--	(0.19)%	to	(0.19)%
INVESCO VAN KAMPEN V.I. MID CAP GROWTH FUND+									
2012	--	to	--	--	to	--	(0.05)%	to	(0.05)%

</Table>

* This represents the annualized contract expenses of the Sub-Account for the year indicated and includes only those expenses that are charged through a reduction in the unit values. Excluded are expenses of the Funds and charges made directly to contract owner accounts through the redemption of units. Where the expense ratio is the same for each unit value, it is presented in both the lowest and highest columns.

** These amounts represent the dividends, excluding distributions of capital gains, received by the Sub-Account from the Fund, net of management fees assessed by the Fund's manager, divided by the average net assets. These ratios exclude those expenses, such as mortality and expense risk charges, that result in direct reductions in the unit values. The recognition of investment income by the Sub-Account is affected by the timing of the declaration of dividends by the Fund in which the Sub-Account invests. Where the investment income ratio is the same for each unit value, it is presented in both the lowest and highest columns.

*** This represents the total return for the year indicated and reflects a deduction only for expenses assessed through the daily unit value calculation. The total return does not include any expenses assessed through the redemption of units; inclusion of these expenses in the calculation would result in a reduction in the total return presented. Investment options with a date notation indicate the effective date of that investment option in the Account. The total return is calculated for the year indicated or from the effective date through the end of the reporting period.

Rounded units/unit fair values. Where only one unit value exists, it is presented in both the lowest and highest columns.

+ See Note 1 for additional information related to this Sub-Account.

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RIDERS:

The Sponsor Company will make certain deductions for various Rider charges:

- Enhanced No Lapse Guarantee Rider (per $1,000 Face amount) $0.01 - $0.10

- Term Insurance Rider (per $1,000 of the net amount at risk) $0.14 - $999.96

- Death Benefit Guarantee Charge (per $1,000 Face amount) $0.01 - $0.06

- Deduction Amount Waiver Rider (of the monthly deduction amount) 6.90% - 34.50%

- Waiver of Specified Amount Disability Benefit Rider (per $1 of specified amount) $0.039 - $0.199

- Accidental Death Benefit Rider (per $1,000 of the net amount at risk) $1.00 - $2.196

- Child Insurance Rider (per $1,000 of benefit) $6.00

- Accelerated Death Benefit Rider $300.00 (one time charge when benefit exercised)

- Lifetime No Lapse Guarantee Rider (per $1,000 of the face amount) $0.01 - $0.06

- Yearly Renewable Term Life Insurance Rider (per the net amount at risk) $1.01 - $179.44

- Waiver of Scheduled Premium Option Rider (each time waived) 11.00%

- Estate Protection Rider (per $1,000 of the face amount) $0.2496 - $8.9244

- Guaranteed Withdrawal Benefit 0.75% (of Account Value invested in the Eligible Investment Choices)

- Last Survivor Yearly Renewable Term (per $1,000 of the net amount at risk) $0.0012 - $27.894

These charges can be assessed as a reduction in unit values or a redemption of units from applicable contract owners' accounts as specified in the product prospectus.

7. SUBSEQUENT EVENTS:

On September 27, 2012, Hartford Financial Services Group, the ultimate parent of the Sponsor Company, announced it had entered into a definitive agreement to sell its Individual Life insurance business to Prudential Financial, Inc. ("Prudential"). The sale, which is structured as a reinsurance transaction, closed on January 2, 2013. As part of the agreement, the Sponsor Company will continue to sell life insurance products and riders during a transition period, and Prudential will assume all expenses and risk for in force business through a reinsurance agreement.

Management has evaluated events subsequent to December 31, 2012 and through the financial statement issuance date of March 28, 2013, noting there are no additional subsequent events requiring adjustment or disclosure in the financial statements.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

INDEPENDENT AUDITORS' REPORT
FINANCIAL STATEMENTS -- STATUTORY-BASIS

As of December 31, 2012 and 2011, and for the
Years Ended December 31, 2012, 2011 and 2010

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

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<S>	<C>
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</Table>

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Hartford Life and Annuity Insurance Company
Hartford, Connecticut

We have audited the accompanying statutory-basis financial statements of Hartford Life and Annuity Insurance Company (the "Company"), which comprise the statutory-basis statements of admitted assets, liabilities, and capital and surplus as of December 31, 2012 and 2011, and the related statutory-basis statements of operations, changes in capital and surplus, and cash flows each of the three years in the period ended December 31, 2012, and the related notes to the statutory-basis financial statements.

Management's Responsibility for the Statutory-Basis Financial Statements

Management is responsible for the preparation and fair presentation of these statutory-basis financial statements in accordance with the accounting practices prescribed or permitted by the Insurance Department of the State of Connecticut. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these statutory-basis financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statutory-basis financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the statutory-basis financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the statutory-basis financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the statutory-basis financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the statutory-basis financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Basis for Adverse Opinion on Accounting Principles Generally Accepted in the United States of America

As described in Note 2 to the statutory-basis financial statements, the statutory-basis financial statements are prepared by the Company using the accounting practices prescribed or permitted by the Insurance Department of the State of Connecticut, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of the Insurance Department of the State of Connecticut.

The effects on the statutory-basis financial statements of the variances between the statutory-basis of accounting described in Note 2 to the statutory-basis financial statements and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

Adverse Opinion on Accounting Principles Generally Accepted in the United States of America

In our opinion, because of the significance of the matter described in the Basis for Adverse Opinion on Accounting Principles Generally Accepted in the United States of America paragraph, the statutory-basis financial statements referred to above do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the Company as of December 31, 2012 and 2011, or the results of its operations or its cash flows for each of the three years in the period ended December 31, 2012.

Opinion on Statutory Basis of Accounting

In our opinion, the statutory-basis financial statements referred to above present fairly, in all material respects, the admitted assets, liabilities, and capital and surplus of the Company as of December 31, 2012 and 2011, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2012, in accordance with the accounting practices prescribed or permitted by the Insurance Department of the State of Connecticut as described in Note 2 to the statutory-basis financial statements.

/s/ Deloitte & Touche LLP

April 10, 2013

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
ADMITTED ASSETS, LIABILITIES AND CAPITAL AND SURPLUS
(STATUTORY-BASIS)

<Table>
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	AS OF DECEMBER 31, 2012	2011
<S>	<C> <C>	<C> <C>
ADMITTED ASSETS		
Bonds	$13,760,107,102	$11,394,354,135
Common and preferred stocks	833,792,149	1,017,063,560
Mortgage loans on real estate	907,375,838	660,905,198
Real estate	24,674,594	25,506,912
Contract loans	375,218,562	370,655,282
Cash and short-term investments	2,012,782,902	3,179,543,702
Derivatives	673,239,577	1,602,784,576
Other invested assets	279,355,350	251,264,156
TOTAL CASH AND INVESTED		

ASSETS	18,866,546,074	18,502,077,521
Investment income due and accrued	200,098,931	167,669,384
Amounts recoverable for reinsurance	226,878,415	82,357,163
Federal income tax recoverable	--	66,466,241
Deferred tax asset	394,723,616	529,817,226
Receivables from parent, subsidiaries and affiliates	13,512,043	19,756,182
Other assets	157,051,791	134,763,018
Separate Account assets	45,851,885,131	48,255,070,982
TOTAL ADMITTED ASSETS	$65,710,696,001	$67,757,977,717
LIABILITIES		
Aggregate reserves for future benefits	$9,208,744,094	$11,213,317,982
Liability for deposit-type contracts	1,543,283,228	65,824,777
Policy and contract claim liabilities	74,111,929	48,092,766
Asset valuation reserve	162,571,194	179,493,239
Interest maintenance reserve	88,321,743	60,883,805
Payables to parent, subsidiaries and affiliates	35,894,640	23,109,160
Accrued expense allowances and other amounts due from Separate Accounts	(670,087,726)	(884,460,194)
Funds held under reinsurance treaties with unauthorized reinsurers	2,981,569,933	2,552,745,907
Payable for investment repurchase program	1,614,859,275	--
Collateral on derivatives	467,830,775	1,488,105,981
Other liabilities	1,325,497,396	824,354,242
Separate Account liabilities	45,851,885,131	48,255,070,982

TOTAL LIABILITIES	62,684,481,612	63,826,538,647
CAPITAL AND SURPLUS		
Common stock -- par value $1,250 per share, 3,000 shares authorized, 2,000 shares issued and outstanding	2,500,000	2,500,000
Aggregate write-ins for other than special surplus funds	169,606,804	174,887,393
Gross paid-in and contributed surplus	2,771,903,231	2,893,378,493
Aggregate write-ins for special surplus funds	--	176,605,742
Unassigned surplus	82,204,354	684,067,442
TOTAL CAPITAL AND SURPLUS	3,026,214,389	3,931,439,070
TOTAL LIABILITIES AND CAPITAL AND SURPLUS	$65,710,696,001	$67,757,977,717

</Table>

SEE NOTES TO FINANCIAL STATEMENTS.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF OPERATIONS
(STATUTORY-BASIS)

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	FOR THE YEARS ENDED DECEMBER 31,		
	2012	2011	2010
<S>	<C> <C>	<C> <C>	<C> <C>
REVENUES			

Premiums and annuity considerations	$1,288,798,535	$1,401,142,759	$1,110,039,826
Net investment income	687,977,036	637,017,383	651,852,402
Commissions and expense allowances on reinsurance ceded	49,989,787	34,051,212	90,333,930
Reserve adjustments on reinsurance ceded	(8,032,092,137)	(7,279,328,984)	(6,345,615,060)
Fee income	1,206,201,964	1,366,934,784	1,452,299,854
Other revenues	22,453,259	13,413,968	26,435,811
TOTAL REVENUES	(4,776,671,556)	(3,826,768,878)	(3,014,653,237)
BENEFITS AND EXPENSES			
Death and annuity benefits	759,877,305	703,019,683	696,946,177
Disability and other benefits	8,161,076	9,127,886	9,295,233
Surrenders and other fund withdrawals	305,668,254	331,833,655	283,345,881
Commissions and expense allowances	468,295,588	523,282,542	509,398,932
(Decrease) increase in aggregate reserves for life and accident and health policies	(378,937,282)	2,416,785,246	648,536,025
General insurance expenses	354,659,954	308,877,214	367,574,662
Net transfers from Separate Accounts	(7,601,449,859)	(7,446,610,318)	(6,144,421,221)
Modified coinsurance adjustment on reinsurance assumed	(292,387,321)	(201,842,919)	(236,815,941)
Other expenses	125,643,377	230,507,595	148,320,783
TOTAL BENEFITS AND EXPENSES	(6,250,468,908)	(3,125,019,416)	(3,717,819,469)
NET GAIN (LOSS) FROM OPERATIONS BEFORE FEDERAL INCOME TAX EXPENSE (BENEFIT)	1,473,797,352	(701,749,462)	703,166,232
Federal income tax expense (benefit)	323,855,226	115,068,345	(65,495,355)
NET GAIN (LOSS) FROM OPERATIONS	1,149,942,126	(816,817,807)	768,661,587
Net realized capital losses, after tax	(438,565,374)	(41,037,858)	(688,717,817)
NET INCOME (LOSS)	$711,376,752	$(857,855,665)	$79,943,770

</Table>

SEE NOTES TO FINANCIAL STATEMENTS.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF CHANGES IN CAPITAL AND SURPLUS
(STATUTORY-BASIS)

<Table>
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	FOR THE YEARS ENDED DECEMBER 31, 2012	2011	2010
COMMON STOCK -- PAR VALUE $1,250 PER SHARE, 3,000 SHARES AUTHORIZED, 2,000 SHARES ISSUED AND OUTSTANDING			
Balance, beginning and end of year	$2,500,000	$2,500,000	$2,500,000
GROSS PAID-IN AND CONTRIBUTED SURPLUS			
Balance, beginning of year	2,893,378,493	2,890,696,495	2,889,208,215
Capital (return) contribution	(121,475,262)	2,681,998	1,488,280
BALANCE, END OF YEAR	2,771,903,231	2,893,378,493	2,890,696,495
AGGREGATE WRITE-INS FOR OTHER THAN SPECIAL SURPLUS FUNDS			
Balance, beginning of year	174,887,393	182,105,606	189,963,147
Amortization of gain on inforce reinsurance	(5,280,589)	(7,218,213)	(7,857,541)
BALANCE, END OF YEAR	169,606,804	174,887,393	182,105,606
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS			
Balance, beginning of year	176,605,742	181,471,058	266,358,000
Change in additional admitted deferred tax asset	(176,605,742)	(4,865,316)	(84,886,942)
BALANCE, END OF YEAR	--	176,605,742	181,471,058
UNASSIGNED FUNDS			
Balance, beginning of year	684,067,442	805,765,945	737,571,154
Net income (loss)	711,376,752	(857,855,665)	79,943,770
Change in net unrealized capital (losses) gains on common stocks and other invested assets	(106,980,222)	352,961,532	(342,230,129)
Change in net unrealized foreign exchange capital (losses) gains	(823,914,426)	265,927,783	151,724,446
Change in net deferred income tax	72,756,668	499,609,022	47,041,083
Change in asset valuation reserve	16,922,045	(162,934,104)	9,004,550

Change in nonadmitted assets	(648,630,747)	(219,410,471)	211,752,886
Cumulative effect of change in accounting principles	176,605,742	--	--
Change in liability for reinsurance in unauthorized companies	1,100	3,400	4,736,976
Dividends to stockholder	--	--	(72,000,000)
Correction of prior year error	--	--	(21,778,791)
BALANCE, END OF YEAR	82,204,354	684,067,442	805,765,945
CAPITAL AND SURPLUS			
BALANCE, END OF YEAR	$3,026,214,389	$3,931,439,070	$4,062,539,104

</Table>

SEE NOTES TO FINANCIAL STATEMENTS.

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HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
STATEMENTS OF CASH FLOWS
(STATUTORY-BASIS)

<Table>
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	FOR THE YEARS ENDED DECEMBER 31, 2012	2011	2010
OPERATING ACTIVITIES			
Premiums and annuity considerations	$1,289,285,920	$1,399,332,372	$1,167,274,877
Net investment income	702,155,801	613,946,357	763,045,855
Reserve adjustments on reinsurance	(8,032,092,137)	(7,279,328,984)	(6,345,615,060)
Miscellaneous income	1,261,070,634	1,409,156,457	1,553,382,340
Total income	(4,779,579,782)	(3,856,893,798)	(2,861,911,988)
Benefits paid	861,678,272	1,061,260,232	549,412,033
Federal income tax (recoveries) payments	(75,830,891)	(115,479,588)	363,856,309
Net transfers from Separate Accounts	(7,815,822,328)	(7,863,768,436)	(6,455,732,342)
Other expenses	1,837,953,351	64,878,126	327,668,851

Total benefits and expenses	(5,192,021,596)	(6,853,109,666)	(5,214,795,149)
NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	412,441,814	2,996,215,868	2,352,883,161
INVESTING ACTIVITIES			
PROCEEDS FROM INVESTMENTS SOLD, MATURED OR REPAID			
Bonds	6,156,517,642	5,209,426,005	5,961,461,765
Common and preferred stocks	199,580,266	53,875,698	133,591,230
Mortgage loans	69,995,071	34,571,199	82,742,398
Derivatives and other	33,818,042	251,024,069	600,107,338
Total investment proceeds	6,459,911,021	5,548,896,971	6,777,902,731
COST OF INVESTMENTS ACQUIRED			
Bonds	8,537,855,101	6,908,483,885	6,988,480,966
Common and preferred stocks	15,489,335	146,121,947	51,045,814
Mortgage loans	316,475,000	256,825,000	33,125,000
Real estate	236,398	--	106,600
Derivatives and other	1,207,268,735	119,866,202	1,755,491,882
Total investments acquired	10,077,324,569	7,431,297,034	8,828,250,262
Net increase in contract loans	4,563,280	6,146,082	11,680,007
NET CASH USED FOR INVESTING ACTIVITIES	(3,621,976,828)	(1,888,546,145)	(2,062,027,538)
FINANCING AND MISCELLANEOUS ACTIVITIES			
Dividends to stockholder	--	--	(72,000,000)
Funds held under reinsurance treaties with unauthorized reinsurers	428,824,026	552,976,734	(154,549,016)
Collateral received on investment repurchase program	1,614,859,275	--	--
Net other cash used	(909,087)	(54,575,550)	(73,312,602)
NET CASH PROVIDED BY (USED FOR) FINANCING AND MISCELLANEOUS ACTIVITIES	2,042,774,214	498,401,184	(299,861,618)
Net (decrease) increase in cash and short-term investments	(1,166,760,800)	1,606,070,907	(9,005,995)
CASH AND SHORT-TERM INVESTMENTS, beginning of year	3,179,543,702	1,573,472,795	1,582,478,790
CASH AND SHORT-TERM INVESTMENTS, END OF YEAR	$2,012,782,902	$3,179,543,702	$1,573,472,795

Note: Supplemental disclosures of cash flow information for non-cash transactions:			
Capital contribution from parent to settle intercompany balances related to stock compensation	5,189,550	2,681,998	1,488,280
Capital contribution to subsidiary to settle intercompany balances related to stock compensation	2,721,550	1,736,296	--
Shares of subsidiary Hartford Life, Ltd. contributed to subsidiary Hartford Life International, Ltd.	--	--	29,472,142

</Table>

SEE NOTES TO FINANCIAL STATEMENTS.

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1. ORGANIZATION AND DESCRIPTION OF BUSINESS

Hartford Life and Annuity Insurance Company ("HLAI" or the "Company") is a wholly-owned subsidiary of Hartford Life Insurance Company ("HLIC"), which is an indirect subsidiary of Hartford Life, Inc. ("HLI"). HLI is indirectly owned by The Hartford Financial Services Group, Inc. ("The Hartford").

On September 29, 2010, the Company contributed Hartford Life Ltd., a wholly-owned subsidiary based in Bermuda, to Hartford Life International, Ltd., also a wholly-owned subsidiary, in order to align all of the Company's foreign subsidiaries under one foreign holding company.

On March 21, 2012, the Company's ultimate parent, The Hartford, announced that it had decided to focus on its property and casualty, group benefits and mutual funds businesses. As a result, The Hartford ceased selling its individual annuity products in the second quarter of 2012. In addition, The Hartford sold its individual life, retirement plans and Woodbury Financial Services businesses. See Notes 14 and 15.

The Company offers a complete line of fixed and variable annuities, universal and traditional individual life insurance and benefit products such as disability insurance.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The accompanying statutory-basis financial statements of HLAI have been prepared in conformity with statutory accounting practices prescribed or permitted by the State of Connecticut Department of Insurance ("the Department"). The Department recognizes only statutory accounting practices prescribed or permitted by the State of Connecticut for determining and reporting the financial condition and results of operations of an insurance company and for determining solvency under the State of Connecticut Insurance Law. The National Association of Insurance Commissioners' Accounting Practices and Procedures Manual ("NAIC SAP") has been adopted as a component of prescribed practices by the State of Connecticut.

A difference prescribed by Connecticut state law allows the Company to receive a reinsurance reserve credit for a reinsurance treaty that provides for a limited right of unilateral cancellation by the reinsurer. Even if the Company did not obtain reinsurance reserve credit for this reinsurance treaty, the Company's risk-based capital would not have triggered a regulatory event.

A reconciliation of the Company's net income and capital and surplus between NAIC SAP and practices prescribed by the Department is shown below for the years ended December 31:

<Table>
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<S>	2012	2011	2010
NET INCOME (LOSS), STATE OF CONNECTICUT BASIS	$711,376,752	$(857,855,665)	$79,943,770
State prescribed practice:			
Reinsurance reserve credit (as described above)	(88,280,194)	161,739,538	(3,086,978)
	(88,280,194)	161,739,538	(3,086,978)
NET INCOME (LOSS), NAIC SAP	$ 799,656,946	$ (1,019,595,203)	$ 83,030,748
Statutory capital and surplus, State of Connecticut Basis	$3,026,214,389	$3,931,439,071	$4,062,539,104

State prescribed practice:			
Less: Reinsurance reserve credit (as described above)	307,774,786	396,054,980	234,315,442
	307,774,786	396,054,980	234,315,442
STATUTORY CAPITAL AND SURPLUS, NAIC SAP	$ 2,718,439,603	$ 3,535,384,091	$ 3,828,223,662

</Table>

The Company does not follow any other prescribed or permitted statutory accounting practices that have a material effect on statutory surplus, statutory net income or risk-based capital.

The preparation of financial statements in conformity with NAIC SAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported periods. Actual results could differ from those estimates. The most significant estimates include those used in determining the liability for aggregate reserves for life, accident and health, and fixed and variable annuity policies; evaluation of other-than-temporary impairments; valuation of derivatives; and contingencies relating to corporate litigation and regulatory matters. Certain of these estimates are particularly sensitive to market conditions, and deterioration and/or volatility in the worldwide debt or equity markets could have a material impact on the statutory-basis financial statements. Although some variability is inherent in these estimates, management believes the amounts provided are adequate.

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Approximately $1.5 billion of policyholder reserves on annuities assumed from Hartford Life Insurance K.K., a Japan based affiliate, that were previously recorded within Aggregate reserves for future benefits have been reclassified to Liability for deposit-type contracts in the current period at the direction of the Department. Prior periods have not been reclassified.

Certain other reclassifications have been made to prior year financial information to conform to the current year presentation.

Accounting practices and procedures as prescribed or permitted by the Department are different in certain material respects from accounting principles generally accepted in the United States of America ("GAAP"). The more significant differences are:

(1) for statutory purposes, policy acquisition costs (commissions, underwriting and selling expenses, etc.) and sales inducements are charged to expense when incurred rather than capitalized and amortized for GAAP purposes;

(2) recognition of premium revenues, which for statutory purposes are generally recorded as collected or when due during the premium paying period of the contract and which for GAAP purposes, for universal life policies and investment products, generally only consist of charges assessed to policy account balances for cost of insurance, policy administration and surrenders. For GAAP, when policy charges received relate to coverage or services to be provided in the future, the charges are recognized as revenue on a pro-rata basis over the expected life and gross profit stream of the policy. Also, for GAAP purposes, premiums for traditional life insurance policies are recognized as revenues when they are due from policyholders;

(3) development of liabilities for future policy benefits, which for statutory purposes predominantly use interest rate and mortality assumptions prescribed by the National Association of Insurance Commissioners ("NAIC"), which may vary considerably from interest and mortality assumptions used under GAAP. Additionally for GAAP, reserves for guaranteed minimum death benefits ("GMDB") are based on models that involve a range of scenarios and assumptions, including those regarding expected market rates of return and volatility, contract surrender rates and mortality experience, and, reserves for guaranteed withdrawal benefits are considered embedded derivatives and reported at fair value;

(4) exclusion of certain assets designated as nonadmitted assets from the Statements of Admitted Assets, Liabilities and Capital and Surplus for statutory purposes by directly charging surplus;

(5) the calculation of the postretirement benefits obligation which, for statutory accounting, excludes non-vested employees whereas GAAP liabilities include a provision for such employees; statutory and GAAP accounting permit either immediate recognition of the liability or straight-line amortization of the liability over a period not to exceed 20 years. For GAAP, The Hartford's obligation was immediately recognized. For statutory accounting, the remaining obligation is expected to be recognized ratably over the next 4 years;

(6) establishment of a formula reserve for realized and unrealized losses due to default and equity risk associated with certain invested assets (Asset Valuation Reserve ("AVR")) for statutory purposes; as well as the deferral and amortization of realized gains and losses, caused by changes in interest rates during the period the asset is held, into income over the original life to maturity of the asset sold (Interest Maintenance Reserve ("IMR")) for statutory purposes; whereas on a GAAP basis, no such formula reserve is required and realized gains and losses are recognized in the period the asset is sold;

(7) the reporting of reserves and benefits, net of reinsurance ceded for statutory purposes; whereas on a GAAP basis, reserves are reported gross of reinsurance with reserve credits presented as recoverable assets;

(8) for statutory purposes, investments in unaffiliated bonds, other than loan-backed and structured securities, rated in NAIC classes 1 through 5 are carried at amortized cost, and unaffiliated bonds, other than loan-backed and structured securities, rated in NAIC class 6 are carried at the lower of amortized cost or fair value. Loan-backed bonds and structured securities are carried at either amortized cost or the lower of amortized cost or fair value in accordance with the provisions of Statement of Statutory Accounting Principles ("SSAP") No. 43 -- Revised (Loan-backed and Structured Securities). GAAP requires that fixed maturities and loan-backed and structured securities be classified as "held-to-maturity," "available-for-sale" or "trading," based on the Company's intentions with respect to the ultimate disposition of the security and its ability to affect those intentions. The Company's bonds and loan-backed securities were classified on a GAAP basis as "available-for-sale" and accordingly, these investments and common stocks were reflected at fair value with the corresponding impact included as a separate component of Stockholder's Equity;

(9) for statutory purposes, Separate Account liabilities are calculated using prescribed actuarial methodologies, which approximate the market value of Separate Account assets, less applicable surrender charges. The Separate Account surplus generated by these reserving methods is recorded as an amount due to or from Separate Accounts on the Statements of Admitted Assets, Liabilities and Capital and Surplus, with changes reflected in the Statements of Operations. On a GAAP basis, Separate Account assets and liabilities must meet specific conditions to qualify as a Separate Account asset or liability. Amounts reported for Separate Account assets and

liabilities are based upon the fair value of the underlying assets;

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(10) the consolidation of financial statements for GAAP reporting, whereas statutory accounting requires standalone financial statements with earnings of subsidiaries reflected as changes in unrealized gains or losses in surplus;

(11) deferred income taxes, which provide for statutory/tax temporary differences, are subject to limitation and are charged directly to surplus, whereas, GAAP would include GAAP/tax temporary differences recognized as a component of net income;

(12) comprehensive income and its components are not presented in the statutory-basis financial statements;

(13) for statutory purposes derivative instruments that qualify for hedging, replication, or income generation are accounted for in a manner consistent with the hedged item, cash instrument and covered asset, respectively, which is typically amortized cost. Derivative instruments held for other investment and risk management activities, which do not receive hedge accounting treatment, receive fair value accounting for statutory purposes and are recorded at fair value with corresponding changes in value reported in unrealized gains and losses within surplus. For GAAP, derivative instruments are recorded at fair value with changes in value reported in earnings, with the exception of cash flow hedges and net investment hedges of a foreign operation, which are carried at fair value with changes in value reported as a separate component of Stockholder's Equity. In addition, statutory accounting does not record the hedge ineffectiveness on qualified hedge positions, whereas, GAAP records the hedge ineffectiveness in earnings; and

(14) embedded derivatives for statutory accounting are not bifurcated from the host contract, whereas, GAAP accounting requires the embedded derivative to be bifurcated from the host instrument, accounted for and reported separately.

AGGREGATE RESERVES FOR LIFE AND ACCIDENT AND HEALTH POLICIES AND CONTRACTS AND LIABILITY FOR DEPOSIT-TYPE CONTRACTS

Aggregate reserves for payment of future life, health and annuity benefits are computed in accordance with applicable actuarial standards. Reserves for life insurance policies are generally based on the 1941, 1958, 1980 and 2001 Commissioner's Standard Ordinary Mortality Tables and various valuation rates ranging from 2.25% to 6.00%. Accumulation and on-benefit annuity reserves are based principally on individual and group annuity tables at various rates ranging from 2.50% to 9.50% and using the Commissioner's Annuity Reserve Valuation Method ("CARVM"). Accident and health reserves are established using a two year preliminary term method and morbidity tables based primarily on Company experience.

For non-interest sensitive ordinary life plans, the Company waives deduction of deferred fractional premiums upon death of insured. Return of the unearned portion of the final premium is governed by the terms of the contract. The Company does not have any forms for which the cash values are in excess of the legally computed reserve.

Extra premiums are charged for substandard lives, in addition to the regular gross premiums for the true age. Mean reserves for traditional insurance products are determined by computing the regular mean reserve for the plan at the true age, and adding one-half (1/2) of the extra premium charge for the year. For plans with explicit mortality charges, mean reserves are based on appropriate multiples of standard rates of mortality.

As of December 31, 2012 and 2011, the Company had $15,553,422,110 and $17,416,612,680, respectively, of insurance in force for which the gross premiums are less than the net premiums according to the standard valuation set by the State of Connecticut. Reserves to cover the above insurance at December 31, 2012 and 2011 totaled $64,681,219 and $74,633,381, respectively.

The Company has established Separate Accounts to segregate the assets and liabilities of certain life insurance, pension and annuity contracts that must be segregated from the Company's General Account assets under the terms of its contracts. The assets consist primarily of marketable securities and are reported at fair value. Premiums, benefits and expenses relating to these contracts are reported in the Statements of Operations.

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An analysis of annuity actuarial reserves and deposit fund liabilities by withdrawal characteristics for the General Account and Separate Accounts as of December 31, 2012 is presented below:

<Table>
<Caption>

<S>	GENERAL ACCOUNT	SEPARATE ACCOUNTS WITH GUARANTEES	SEPARATE ACCOUNTS NONGUARANTEED	TOTAL	% OF TOTAL
A. Subject to discretionary withdrawal					
1. With fair value adjustment	$1,504,858,853	$ --	$ --	$1,504,858,853	3.28%
2. At book value less current surrender charge of 5% or more	179,906,297	--	--	179,906,297	0.39%
3. At fair value	--	--	41,311,170,020	41,311,170,020	89.94%
4. Total with adjustment or at fair value	1,684,765,150	--	41,311,170,020	42,995,935,170	93.61%
5. At book value without adjustment (minimal or no charge or adjustment)	2,445,873,881	--	--	2,445,873,881	5.32%
B. Not subject to discretionary withdrawal	360,640,185	--	130,875,400	491,515,585	1.07%
C. Total (gross)	4,491,279,216	--	41,442,045,420	45,933,324,636	100.00%
D. Reinsurance ceded	212,088,582	--	--	212,088,582	
E. Total (net)	$4,279,190,634	$ --	$41,442,045,420	$45,721,236,054	
Reconciliation of total annuity actuarial reserves and deposit fund liabilities:					
F. Life and Accident & Health Annual Statement:					
1. Exhibit 5, Annuities Section, Total (net)	$2,732,473,849				
2. Exhibit 5, Supplementary Contract Section, Total (net)	3,433,555				
3. Exhibit 7, Deposit-Type Contracts Section, Total (net)	1,543,283,230				
4. Subtotal	4,279,190,634				
Separate Account Annual Statement:					
5. Exhibit 3, Annuities Section, Total					

(net)	41,442,045,420
6. Exhibit 3, Supplemental Contract Section, Total (net)	--
7. Policyholder dividend and coupon accumulations	--
8. Policyholder premiums	--
9. Guaranteed interest contracts	--
10. Exhibit 4, Deposit-Type Contracts Section, Total (net)	--
11. Subtotal	41,442,045,420
12. Combined total	$45,721,236,054

</Table>

INVESTMENTS

Investments in unaffiliated bonds, other than loan-backed and structured securities, rated in NAIC classes 1-5 are carried at amortized cost and unaffiliated bonds rated in NAIC class 6 are carried at the lower of amortized cost or fair value. Short-term investments include all investments whose maturities, at the time of acquisition, are one year or less and are stated at amortized cost. Unaffiliated common stocks are carried at fair value. Investments in stocks of uncombined subsidiaries, controlled and affiliated ("SCA") companies are based on the net worth of the subsidiary in accordance with SSAP No. 97 (Investment in Subsidiary, Controlled, and Affiliated Entities, a replacement of SSAP No. 88). The Company's investment value in a foreign insurance subsidiary is affected by adjusting GAAP annuity account value reserves using VA CARVM. Methodology is consistent with domestic accumulation annuity reserves. The change in the carrying value is recorded as a change in net unrealized capital gains (losses), a component of unassigned surplus. Unaffiliated preferred stocks are carried at cost, lower of cost or amortized cost, or fair value depending on the assigned credit rating and whether the preferred stock is redeemable or non-redeemable. Mortgage loans on real estate are stated at the outstanding principal balance, less any allowances for credit losses. Loan-backed bonds and structured securities are carried at either amortized cost or the lower of amortized cost or fair value in accordance with the provisions of SSAP No. 43 -- Revised. Significant changes in estimated cash flows from the original purchase assumptions are accounted for using the prospective method, except for highly rated fixed rate securities, which use the retrospective method. The Company has ownership interests in joint ventures, investment partnerships and limited liability companies. The Company carries these interests based upon audited financial statements in accordance with SSAP No. 48 (Joint Ventures, Partnerships and Limited Liability Companies). Contract loans are carried at outstanding balance, which approximates fair value.

Interest income from fixed maturities and mortgage loans on real estate is recognized when earned on the constant effective yield method based on estimated timing of cash flows. The amortization of premium and accretion of discount for fixed maturities also takes into consideration call and maturity dates that produce the lowest yield. For fixed rate securitized financial assets subject to prepayment risk, yields are recalculated and adjusted periodically to reflect historical and/or estimated future repayments using the retrospective method; however, if these investments are impaired, any yield adjustments are made using the prospective method. The Company has not elected under SSAP No. 43 -- Revised to use the book value as of January 1, 1994 as the cost for applying the retrospective adjustment method to securities purchased prior to that date. Investment income on variable rate and interest only securities is determined using the prospective method. Prepayment fees on bonds and mortgage loans on real estate are recorded in net investment income when earned. Dividends are recorded as earned on the ex-dividend date. For partnership investments, income is earned when cash

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distributions of income are received. For impaired debt securities, the Company accretes the new cost basis to the estimated future cash flows over the expected remaining life of the security by prospectively adjusting the security's yield.

Due and accrued investment income amounts over 90 days past due are nonadmitted. There was no investment income due and accrued excluded from surplus at December 31, 2012 and 2011.

Net realized gains and losses from investment sales represent the difference between the sales proceeds and the lower of cost of the investment sold, determined on a specific identification basis. Net realized capital gains and losses also result from termination or settlement of derivative contracts that do not qualify, or are not designated, as a hedge for accounting purposes. Impairments are recognized within net realized capital losses when investment losses in value are deemed other-than-temporary. Foreign currency transaction gains and losses are also recognized within net realized capital gains and losses.

The AVR is designed to provide a standardized reserving process for realized and unrealized losses due to default and equity risks associated with invested assets. The AVR balances were $162,571,194 and $179,493,239 as of December 31, 2012 and 2011, respectively. Additionally, the IMR captures net realized capital gains and losses, net of applicable income taxes, resulting from changes in interest rates and amortizes these gains or losses into income over the life of the bond, preferred stock or mortgage loan sold. The IMR balances as of December 31, 2012 and 2011 were $88,321,737, and $60,883,805, respectively. The net capital gains captured in the IMR, net of taxes, in 2012, 2011, and 2010 were $44,533,696, $22,055,099 and $67,929,917, respectively. The amount of income amortized from the IMR net of taxes in 2012, 2011, and 2010 included in the Company's Statements of Operations, was $17,095,758, $4,967,011 and $15,097,035, respectively. Realized capital gains and losses, net of taxes, not included in the IMR are reported in the Statements of Operations.

The Company's accounting policy requires that a decline in the value of a bond or equity security below its cost or amortized cost basis be assessed to determine if the decline is other-than-temporary. In addition, for securities expected to be sold, an other-than-temporary impairment ("OTTI") charge is recognized if the Company does not expect the fair value of a security to recover to its cost or amortized cost basis prior to the expected date of sale. The impaired value of the other-than-temporarily impaired investment becomes its new cost basis. The Company has a security monitoring process overseen by a committee of investment and accounting professionals that identifies securities that, due to certain characteristics, as described below, are subjected to an enhanced analysis on a quarterly basis.

Securities that are in an unrealized loss position are reviewed at least quarterly to determine if an OTTI is present based on certain quantitative and qualitative factors. The primary factors considered in evaluating whether a decline in value for securities not subject to SSAP No. 43 -- Revised is other-than-temporary include: (a) the length of time and the extent to which the fair value has been less than cost or amortized cost, (b) changes in the financial condition, credit rating and near-term prospects of the issuer, and (c) whether the debtor is current on contractually obligated payments. Once an impairment charge has been recorded, the Company continues to review the other-than-temporarily impaired securities for further OTTIs on an ongoing basis.

For securities that are not subject to SSAP No. 43 -- Revised, if the decline in value of a bond or equity security is other-than-temporary, a charge is recorded in net realized capital losses equal to the difference between the fair value and cost or amortized cost basis of the security.

For certain securitized financial assets with contractual cash flows (including asset-backed securities), SSAP No. 43 -- Revised requires the Company to periodically update its best estimate of cash flows over the life of the security. If management determines that its best estimate of expected future cash flows discounted at the security's effective yield prior to the impairment are less than its amortized cost, then an OTTI charge is recognized equal to the difference between the amortized cost and the Company's best estimate of expected future cash flows discounted at the security's effective yield prior to the impairment. The Company's best estimate of expected future cash flows discounted at the security's effective yield prior to the impairment becomes its new cost basis. Estimating future cash flows is a quantitative and qualitative process that incorporates information received from third-party sources along with certain internal assumptions and judgments regarding the future performance of the underlying collateral. As a result, actual results may differ from estimates. Projections of expected future cash flows may change based upon new information regarding the performance of the underlying collateral. In addition, if the Company does not have the intent and ability to hold a security subject to the provisions of SSAP No. 43 - - Revised until the recovery of value, the security is written down to fair value.

Net realized capital losses resulting from write-downs for OTTIs on corporate and asset-backed bonds were $21,190,901, $9,684,957 and $16,191,903 for the years ended December 31, 2012, 2011 and 2010, respectively. Net realized capital losses resulting from write-downs for OTTIs on equities were $33,439, $245,204 and $0 for the years ended December 31, 2012, 2011 and 2010, respectively.

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Mortgage loans on real estate are considered to be impaired when management estimates that, based upon current information and events, it is probable that the Company will be unable to collect all amounts due according to the contractual terms of the loan agreement. For mortgage loans on real estate that are determined to be impaired, a valuation allowance is established for the difference between the carrying amount and the Company's share of the fair value of the collateral. Additionally, a loss contingency valuation allowance is established for estimated probable credit losses on certain homogenous groups of loans. Changes in valuation allowances are recorded in net unrealized capital gains and losses. Interest income on an impaired loan is accrued to the extent it is deemed collectable and the loan continues to perform under its original or restructured terms. Interest income on defaulted loans is recognized when received. As of December 31, 2012, 2011 and 2010, the Company had impaired mortgage loans on real estate with related allowances for credit losses of $565,263, $682,306 and $2,561,000, respectively.

The Company may at any time use derivative instruments, including swaps, caps, floors, options, futures and forwards. On the date the derivative contract is entered into, the Company designates the derivative as hedging (fair value, cash flow, or net investment in a foreign operation), replication, income generation, or held for other investment and/or risk management activities, which primarily involves managing asset or liability related risks which do not qualify for hedge accounting under SSAP No. 86 (Accounting for Derivative Instruments and Hedging, Income Generation, and Replication (Synthetic Asset) Transactions). The Company's derivative transactions are permitted uses of derivatives under the derivative use plan required by the Department.

Derivatives used in hedging relationships are accounted for in a manner consistent with the item hedged. Typically, cost paid or consideration received at inception of a contract is reported on the balance sheet as a derivative asset or liability, respectively. Periodic cash flows and accruals are recorded in a manner consistent with the hedged item. Upon termination of the derivative, any gain or loss is recognized as a derivative capital gain or loss.

Derivatives used in replication relationships are accounted for in a manner consistent with the cash instrument and the replicated asset. Typically, cost paid or consideration received at inception of the contract is recorded on the balance sheet as a derivative asset or liability, respectively. Periodic cash flows and accruals of income/expense are recorded as a component of derivative net investment income. Upon termination of the derivative, any gain or loss is recognized as a derivative capital gain or loss.

Derivatives used in income generation relationships are accounted for in a manner consistent with the associated covered asset. Typically, consideration received at inception of the contract is recorded on the balance sheet as a derivative liability. Upon termination, any remaining derivative liability, along with any disposition payments are recorded to derivative capital gain or loss.

Derivatives held for other investment and/or risk management activities receive fair value accounting. The derivatives are carried on the balance sheet at fair value and the changes in fair value are recorded in derivative unrealized gains and losses. Periodic cash flows and accruals of income/expense are recorded as a component of derivative net investment income.

ADOPTION OF ACCOUNTING STANDARDS

Effective January 1, 2012, the Company adopted SSAP No. 101 (Income Taxes, A Replacement of SSAP No. 10R and SSAP No. 10). The effect of the adoption of SSAP No. 101 on the Company's admitted assets, net income and surplus was not material. As a result of the adoption, during the first quarter of 2012, the Company reclassified $177 million between special surplus funds and unassigned surplus representing the additional admitted deferred tax asset that had been calculated under the provisions of SSAP No. 10R (Income Taxes -- Revised, A Temporary Replacement of SSAP No. 10) and which is no longer required to be presented as special surplus funds.

FUTURE ADOPTION OF ACCOUNTING STANDARDS

Offsetting of Financial Assets and Liabilities:

In December 2012, the Statutory Accounting Principles Working Group ("SAPWG") of the National Association of Insurance Commissioners ("NAIC") adopted revisions to the following SSAPs: SSAP No. 64, Offsetting and Netting of Assets and Liabilities; SSAP No. 86, Accounting for Derivative Instruments and Hedging Activities; and SSAP No. 103 Transfers and Servicing of Financial Assets and Extinguishment of Liabilities. The effect of these revisions, effective for financial statements issued beginning January 1, 2013, will allow offsetting of financial assets and liabilities in only certain limited circumstances and will therefore disallow netting derivatives under master netting agreements and similar arrangements under repurchase and reverse repurchase agreements. The Company will adopt these changes effective January 1, 2013, and as a result both Derivative assets and Derivative liabilities will be increased in the first quarter 2013 statutory financial statements by approximately $793 million, from balances as of December 31, 2012.

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3. INVESTMENTS

For the years ended December 31,

(A) COMPONENTS OF NET INVESTMENT INCOME

<Table>
<Caption>

<S>	2012 <C>	2011 <C>	2010 <C>
Interest income from bonds and short-term investments	$575,468,717	$509,808,728	$469,730,083
Interest income from contract loans	22,174,261	22,747,522	20,359,950
Interest income from mortgage loans on real estate	41,558,591	30,291,082	27,188,650
Interest and dividends from other investments	64,491,175	86,751,995	150,668,061
Gross investment income	703,692,744	649,599,327	667,946,744
Less: investment expenses	15,715,708	12,581,944	16,094,342
NET INVESTMENT INCOME	$687,977,036	$637,017,383	$651,852,402

</Table>

(B) COMPONENTS OF NET UNREALIZED CAPITAL GAINS (LOSSES) ON BONDS AND SHORT-TERM INVESTMENTS

<Table>
<Caption>

<S>	2012 <C>	<C>	2011 <C>	<C>	2010 <C>	<C>
Gross unrealized capital gains	$1,362,269,460		$1,023,591,266		$442,646,698	
Gross unrealized capital losses	(66,702,724)		(161,289,941)		(195,775,301)	
Net unrealized capital gains	1,295,566,736		862,301,325		246,871,397	
Balance, beginning of year	862,301,325		246,871,397		(141,761,000)	
CHANGE IN NET UNREALIZED CAPITAL GAINS ON BONDS AND SHORT-TERM INVESTMENTS	$433,265,411		$615,429,928		$388,632,397	

</Table>

(C) COMPONENTS OF NET UNREALIZED CAPITAL (LOSSES) GAINS ON COMMON AND PREFERRED STOCKS

<Table>
<Caption>

	2012	2011	2010
Gross unrealized capital gains	$720,924	$4,123,643	$2,105,046
Gross unrealized capital losses	(209,618,658)	(174,273,946)	(337,772,932)
Net unrealized capital losses	(208,897,734)	(170,150,303)	(335,667,886)
Balance, beginning of year	(170,150,303)	(335,667,886)	(17,158,000)
CHANGE IN NET UNREALIZED CAPITAL (LOSSES) GAINS ON COMMON AND PREFERRED STOCKS	$(38,747,431)	$165,517,583	$(318,509,886)

</Table>

(D) COMPONENTS OF NET REALIZED CAPITAL LOSSES

<Table>
<Caption>

	2012	2011	2010
Bonds and short-term investments	$(22,131,292)	$56,145,379	$57,288,750
Common stocks -- unaffiliated	1,259,413	144,514	10,124
Common stocks -- affiliated	36,605,566	--	--
Preferred stocks -- unaffiliated	--	(245,204)	--
Mortgage loans on real estate	(126,000)	--	(43,549,377)
Derivatives	(392,397,711)	(77,242,753)	(614,797,438)
Other invested assets	8,941,445	12,472,692	5,232,690
Net realized capital losses	(367,848,579)	(8,725,372)	(595,815,251)
Capital gains tax expense	26,183,099	10,257,387	24,972,649
Net realized capital losses, after tax	(394,031,678)	(18,982,759)	(620,787,900)
Less: amounts transferred to IMR	44,533,696	22,055,099	67,929,917
NET REALIZED CAPITAL LOSSES, AFTER TAX	$(438,565,374)	$(41,037,858)	$(688,717,817)

</Table>

For the years ended December 31, 2012, 2011 and 2010, sales of unaffiliated bonds and short-term investments resulted in proceeds of $6,348,001,597, $6,028,566,737 and $6,758,918,000, gross realized capital gains of $122,902,196, $103,207,903 and $113,537,000, and gross realized capital losses of $47,294,722, $46,490,884 and $40,731,000 respectively, before transfers to the IMR.

For the years ended December 31, 2012, 2011 and 2010, sales of unaffiliated common and preferred stocks resulted in proceeds of $68,765,398, $875,698 and $10,124, gross realized capital gains of $4,275,703, $152,187 and $10,124, and gross realized capital losses of $2,982,847, $7,673 and $0, respectively.

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(E) INVESTMENTS -- DERIVATIVE INSTRUMENTS

OVERVIEW

The Company utilizes a variety of derivative instruments, including swaps, swaptions, caps, floors, forwards, futures and options through one of four Company approved objectives: to hedge risk arising from interest rate, equity market, credit spread including issuer defaults, price or foreign currency exchange rate risk or volatility; to manage liquidity; to control transaction costs; or to enter into income generation or replication transactions. On the date the derivative contract is entered into, the Company designates the derivative as hedging (fair value, cash flow, or net investment in a foreign operation), income generation, replication, or held for other investment and/or risk management activities, which primarily involves managing asset or liability related risks which do not qualify for hedge accounting under SSAP No. 86. The Company's derivative transactions are used in strategies permitted under the derivative use plan required by the Department.

Interest rate swaps and index swaps involve the periodic exchange of payments with other parties, at specified intervals, calculated using agreed upon rates or indices and notional principal amounts. Generally, no cash or principal payments are exchanged at the inception of the contract. Typically, at the time a swap is entered into, the cash flow streams exchanged by the counterparties are equal in value.

Credit default swaps entitle one party to receive a periodic fee in exchange for an obligation to compensate the other party should a credit event occur on the part of the referenced issuer.

Interest rate cap and floor contracts entitle the purchaser to receive from the issuer at specified dates, the amount, if any, by which a specified market rate exceeds the cap strike rate or falls below the floor strike rate, applied to a notional principal amount. A premium payment is made by the purchaser of the contract at its inception, and no principal payments are exchanged.

Forward contracts are customized commitments that specify a rate of interest or currency exchange rate to be paid or received on an obligation beginning on a future start date and are typically settled in cash.

Financial futures are standardized commitments to either purchase or sell designated financial instruments at a future date for a specified price and may be settled in cash or through delivery of the underlying instrument. Futures contracts trade on organized exchanges. Margin requirements for futures are met by pledging securities or cash, and changes in the futures' contract values are settled daily in cash.

Option contracts grant the purchaser, for a premium payment, the right to either purchase from or sell to the issuer a financial instrument at a specified price, within a specified period or on a stated date.

Swaption contracts grant the purchaser, for a premium payment, the right to enter into an interest rate swap with the issuer on a specified future date.

Foreign currency swaps exchange an initial principal amount in two currencies, agreeing to re-exchange the currencies at a future date, at an agreed upon exchange rate. There may also be a periodic exchange of payments at specified intervals calculated using the agreed upon rates and exchanged principal amounts.

STRATEGIES

The notional value, fair value, and carrying value of derivative instruments used during the year are disclosed in the table presented below. During the years 2012 and 2011, the Company did not transact in or hold any positions related to net investment hedges in a foreign operation or income generation transactions. The notional amounts of derivative contracts represent the basis upon which pay or receive amounts are calculated and are not reflective of credit risk. The fair value of derivative instruments are based upon widely accepted pricing valuation models which utilize independent third-party data as inputs or independent broker quotations. As of December 31, 2012 and 2011, the average fair value for derivatives held for other investment and/or risk management activities was $879,622,080 and $994,929,586, respectively. The Company did not have any material unrealized gains or losses during the reporting period representing the component of the derivative instruments gain or loss from derivatives that no longer qualify for hedge accounting.

<Page>

<Table>
<Caption>

(AMOUNTS IN THOUSANDS)	AS OF DECEMBER 31, 2012 NOTIONAL VALUE	FAIR VALUE	CARRYING VALUE	AS OF DECEMBER 31, 2011 NOTIONAL VALUE	FAIR VALUE	CARRYING VALUE
<S>	<C> <C>	<C> <C>	<C> <C>	<C> <C>	<C> <C>	<C> <C>
DERIVATIVE TYPE BY STRATEGY						
Cash flow hedges						
Interest rate swaps	$100,000	$2,419	$ --	$360,000	$24,656	$ --
Foreign currency swaps	20,082	(589)	(2,098)	56,751	12,986	6,971
Japan 3Win foreign currency swaps	1,553,624	(127,149)	--	1,775,646	183,792	--
Fair value hedges						
Interest rate swaps	27,999	(50)	--	109,945	(763)	--
Replication transactions						
Credit default swaps	252,500	4,076	2,608	26,900	(279)	(255)
Other investment and/or Risk Management activities						
Interest rate caps	54,077	--	--	54,077	5	5
Credit default swaps	144,490	(1,060)	(1,060)	274,555	3,715	3,715
Credit default swaps -- offsetting	519,972	(2,764)	(2,764)	574,372	(5,047)	(5,047)
Foreign currency swaps	50,000	(9,072)	(9,072)	50,000	(7,205)	(7,205)
U.S. GMWB hedging derivatives	13,280,533	508,651	508,651	11,173,683	729,864	729,864
Equity index options	45,458	2,270	2,270	13,790	569	569
Interest rate swaps	20,000	4,034	4,034	460,645	(86)	(86)
Interest rate swaps -- offsetting	260,010	(15,767)	(15,767)	225,000	(16,422)	(16,422)
U.S. macro hedge program	7,442,223	285,785	285,785	6,819,099	356,561	356,561

International program hedging instruments	22,450,857	(167,597)	(167,597)	17,044,723	497,931	497,931
TOTAL	$46,221,825	$483,187	$604,990	$39,019,186	$1,780,277	$1,566,601

</Table>

CASH FLOW HEDGES

INTEREST RATE SWAPS: Interest rate swaps are primarily used to convert interest receipts on floating-rate fixed maturity investments to fixed rates. Forward starting swap agreements are used to hedge the interest rate exposure of anticipated future purchases of fixed maturity securities. As of December 31, 2012 the Company did not hold cash flow qualifying forward starting swap agreements. For the year ended December 31, 2012, the Company reported a gain of $4,520,509 classified in unrealized gains and losses related to cash flow hedges that have been discontinued because it was no longer probable that the original forecasted transactions would occur by the end of the originally specified time period.

Foreign currency swaps are used to convert foreign denominated cash flows associated with certain foreign denominated fixed maturity investments to U.S. dollars. The foreign fixed maturities are primarily denominated in euros and are swapped to minimize cash flow fluctuations due to changes in currency rates.

FOREIGN CURRENCY SWAPS: Japan 3Win foreign currency swaps are primarily used to hedge the foreign currency exposure related to certain guaranteed minimum income benefit ("GMIB") fixed liability payments reinsured from a related party.

FAIR VALUE HEDGES

INTEREST RATE SWAPS: Interest rate swaps are used to hedge the changes in fair value of certain fixed rate maturity investments due to changes in LIBOR.

REPLICATION TRANSACTIONS

CREDIT DEFAULT SWAPS: The Company periodically enters into credit default swaps as part of replication transactions by pairing with highly rated, fixed-income securities in order to reproduce the investment characteristics of otherwise permissible investments.

OTHER INVESTMENT AND/OR RISK MANAGEMENT ACTIVITIES

The table below presents realized capital gains and (losses) on derivative instruments used for other investment and/or risk management activities.

<Table>
<Caption>

(AMOUNTS IN THOUSANDS)	REALIZED GAINS (LOSSES) FOR THE YEAR ENDED DECEMBER 31, 2012	FOR THE YEAR ENDED DECEMBER 31, 2011	FOR THE YEAR ENDED DECEMBER 31, 2010
BY STRATEGY			
Credit default swaps	$2,904	$738	$1,329
Credit default swaps -- offsetting	(1,314)	(265)	(4)
Foreign currency swaps	12,448	--	(993)
U.S. GMWB hedging derivatives	(242,461)	(162,431)	(144,744)
Equity index options	48	(66)	--
Interest rate swaps and futures	9,294	112	5,772
Interest rate swaps -- offsetting	(596)	--	5,822
U.S. macro hedge program	(92,869)	(276,125)	(342,821)
International program hedging instruments	(104,440)	326,758	(171,159)
TOTAL	$(416,986)	$(111,279)	$(646,798)

</Table>

<Page>
INTEREST RATE CAPS: The Company is exposed to policyholder surrenders during a rising interest rate environment. Interest rate cap contracts are used to mitigate the Company's loss in a rising interest rate environment. The increase in yield from the cap contracts in a rising interest rate environment may be used to raise credited rates, thereby increasing the Company's competitiveness and reducing the policyholder's incentive to surrender.

CREDIT DEFAULT SWAPS: The Company enters into swap agreements in which the Company reduces or assumes credit exposure from an individual entity, referenced index or asset pool. In addition, the Company may enter into credit default swaps to terminate existing swaps in hedging relationships, thereby offsetting the changes in value of the original swap.

FOREIGN CURRENCY SWAPS: The Company enters into foreign currency swaps to hedge the foreign currency exposures in certain of its foreign fixed maturity investments.

GUARANTEED MINIMUM WITHDRAWAL BENEFIT ("GMWB") HEDGING DERIVATIVES: The Company enters into interest rate, S&P 500 and NASDAQ index futures contracts and S&P 500 put and call options, as well as interest rate, S&P, equity volatility, dividend, and total return Europe, Australasia, and Far East ("EAFE") swap contracts to hedge exposure to the volatility associated with a portion of the GMWB liabilities which are not reinsured. The Company has also entered into a customized swap contract to hedge certain risk components for the remaining term of certain blocks of non-reinsured GMWB riders.

EQUITY INDEX OPTIONS: The Company enters into equity index options to economically hedge the equity risk associated with various equity indexed products.

INTEREST RATE SWAPS AND FUTURES: The Company enters into interest rate swaps and futures to manage duration between assets and liabilities. In addition, the Company enters into interest rates swaps to terminate existing swaps in hedging relationships, thereby offsetting the changes in value in the original swap.

U.S. MACRO HEDGE PROGRAM: The Company purchases equity options and futures to economically hedge the statutory reserve impact of equity risk arising primarily from GMDB and GMWB obligations against a decline in the equity markets.

INTERNATIONAL PROGRAM HEDGING INSTRUMENTS: The Company utilizes equity futures, options and swaps, currency forwards and options to partially hedge against declines in equity markets or changes in foreign currency exchange rates and the resulting statutory surplus and capital impact primarily arising from GMDB, GMIB and GMWB obligations issued in Japan and reinsured by the Company.

CREDIT RISK ASSUMED THROUGH CREDIT DERIVATIVES

The Company enters into credit default swaps that assume credit risk from a referenced index or asset pool in order to synthetically replicate investment transactions. In addition, the Company may enter into credit default swaps that assume credit risk to terminate existing credit default swaps that reduce credit risk, thereby offsetting the changes in value of the original swap.

The Company will receive a periodic payment based on an agreed upon rate and notional amount and will only make a payment if there is a credit event. A credit event payment will typically be equal to the notional value of the swap contract less the value of the referenced security issuer's debt obligation. A credit event is generally defined as a default on contractually obligated interest or principal payments or bankruptcy of the referenced entity. The credit default swaps in which the Company assumes credit risk primarily reference investment grade baskets of up to five corporate issuers and diversified portfolios of corporate issuers. The diversified portfolios of corporate issuers are established within sector concentration limits and may be divided into tranches that possess different credit ratings.

The following tables present the notional amount, fair value, carrying value, weighted average years to maturity, underlying referenced credit obligation type and average credit ratings, and offsetting notional amount, fair value and carrying value for credit derivatives in which the Company is assuming credit risk as of December 31:

AS OF DECEMBER 31, 2012

<Table>
<Caption>

(AMOUNTS IN THOUSANDS)	NOTIONAL AMOUNT (2)	FAIR VALUE	CARRYING VALUE
CREDIT DERIVATIVE TYPE BY DERIVATIVE RISK EXPOSURE			
Single name credit default swaps			
Investment grade risk exposure	$340,953	$4,280	$2,796
Below investment grade risk exposure	14,313	(188)	(188)
Basket credit default swaps (4)			
Investment grade risk exposure	190,059	1,104	1,119
Investment grade risk exposure	70,000	(2,835)	(2,835)
Credit linked notes			
Investment grade risk exposure	50,000	45,040	49,920
TOTAL	$665,325	$47,401	$50,812

<Caption>

UNDERLYING REFERENCED

(AMOUNTS IN THOUSANDS)	WEIGHTED AVERAGE YEARS TO MATURITY	CREDIT OBLIGATION(S) (1) TYPE	AVERAGE CREDIT RATING
CREDIT DERIVATIVE TYPE BY DERIVATIVE RISK EXPOSURE			
Single name credit default swaps			
Investment grade risk exposure	4 years	Corporate Credit/ Foreign Gov.	A+
Below investment grade risk exposure	1 year	Corporate Credit	B+
Basket credit default swaps (4)			
Investment grade risk exposure	4 years	Corporate Credit	BBB+
Investment grade risk exposure	4 years	CMBS Credit	A+
Credit linked notes			
Investment grade risk exposure	4 years	Corporate Credit	BBB-
TOTAL			

<Caption>

(AMOUNTS IN THOUSANDS)	OFFSETTING NOTIONAL AMOUNT (3)	OFFSETTING FAIR VALUE (3)	OFFSETTING CARRYING VALUE (3)
CREDIT DERIVATIVE TYPE BY DERIVATIVE RISK EXPOSURE			
Single name credit default swaps			
Investment grade risk exposure	$94,053	$(2,340)	$(2,340)
Below investment grade risk exposure	14,313	(452)	(452)
Basket credit default swaps (4)			
Investment grade risk exposure	78,276	(875)	(875)

Investment grade risk exposure	70,000	2,835	2,835
Credit linked notes			
Investment grade risk exposure	--	--	--
TOTAL	$256,642	$(832)	$(832)

</Table>

<Page>

AS OF DECEMBER 31, 2011

<Table>
<Caption>

(AMOUNTS IN THOUSANDS)	NOTIONAL AMOUNT (2)	FAIR VALUE	CARRYING VALUE
CREDIT DERIVATIVE TYPE BY DERIVATIVE RISK EXPOSURE			
Single name credit default swaps			
Investment grade risk exposure	$148,153	$(2,394)	$(2,370)
Below investment grade risk exposure	14,313	(36)	(36)
Basket credit default swaps (4)			
Investment grade risk exposure	209,543	(2,110)	(2,110)
Investment grade risk exposure	70,000	(6,374)	(6,374)
Credit linked notes			
Investment grade risk exposure	50,000	39,875	49,900
TOTAL	$492,009	$28,961	$39,010

<Caption>

(AMOUNTS IN THOUSANDS)	WEIGHTED AVERAGE YEARS TO MATURITY	UNDERLYING REFERENCED CREDIT OBLIGATION(S) (1) TYPE	AVERAGE CREDIT RATING

<S> <C> <C> <C> <C> <C> <C> <C> <C>

CREDIT DERIVATIVE TYPE BY DERIVATIVE RISK EXPOSURE			
Single name credit default swaps			
Investment grade risk exposure	2 years	Corporate Credit/ Foreign Gov.	A-
Below investment grade risk exposure	2 years	Corporate Credit	BB+
Basket credit default swaps (4)			
Investment grade risk exposure	5 years	Corporate Credit	BBB+
Investment grade risk exposure	7 years	CMBS Credit	A+
Credit linked notes			
Investment grade risk exposure	6 years	Corporate Credit	BB+
TOTAL			

<Caption>

<S> <C> <C> <C> <C> <C> <C> <C> <C> <C>

(AMOUNTS IN THOUSANDS)	OFFSETTING NOTIONAL AMOUNT (3)	OFFSETTING FAIR VALUE (3)	OFFSETTING CARRYING VALUE (3)
CREDIT DERIVATIVE TYPE BY DERIVATIVE RISK EXPOSURE			
Single name credit default swaps			
Investment grade risk exposure	$121,253	$(1,644)	$(1,644)
Below investment grade risk exposure	14,313	(1,252)	(1,252)
Basket credit default swaps (4)			
Investment grade risk exposure	78,781	929	929
Investment grade risk exposure	70,000	6,374	6,374
Credit linked notes			
Investment grade risk exposure	--	--	--

TOTAL	$284,347	$4,407	$4,407

</Table>

(1) The average credit ratings are based on availability and the midpoint of the applicable ratings among Moody's, S&P, and Fitch. If no rating is available from a rating agency, then an internally developed rating is used.

(2) Notional amount is equal to the maximum potential future loss amount. There is no specific collateral related to these contracts or recourse provisions included in the contracts to offset losses.

(3) The Company has entered into offsetting credit default swaps to terminate certain existing credit default swaps, thereby offsetting the future changes in value of or losses paid related to the original swap.

(4) Includes $260,059 and $279,543 as of December 31, 2012 and 2011, respectively, of standard market indices of diversified portfolios of corporate issuers referenced through credit default swaps. These swaps are subsequently valued based upon the observable standard market index.

CREDIT RISK

The Company's derivative counterparty exposure policy establishes market-based credit limits, favors long-term financial stability and creditworthiness of the counterparty and typically requires credit enhancement/credit risk reducing agreements. The Company minimizes the credit risk in derivative instruments by entering into transactions with high quality counterparties rated A or better, which are monitored and evaluated by the Company's risk management team and reviewed by senior management.

The Company has developed credit exposure thresholds which are based upon counterparty ratings. Credit exposures are measured using the market value of the derivatives, resulting in amounts owed to the Company by its counterparties or potential payment obligations from the Company to its counterparties. Credit exposures are generally quantified daily based on the prior business day's market value and collateral is pledged to and held by, or on behalf of, the Company to the extent the current value of derivatives exceeds the contractual thresholds. In accordance with industry standards and the contractual agreements, collateral is typically settled on the next business day. The

Company has exposure to credit risk for amounts below the exposure thresholds which are uncollateralized, as well as for market fluctuations that may occur between contractual settlement periods of collateral movements.

Counterparty exposure thresholds are developed for each of the counterparties based upon their ratings. The maximum uncollateralized threshold for a derivative counterparty is $10,000,000. In addition, the compliance unit monitors counterparty credit exposure on a monthly basis to ensure compliance with Company policies and statutory limitations. The Company also maintains a policy of requiring that all derivative contracts, other than exchange traded contracts and certain currency forward contracts, be governed by an International Swaps and Derivatives Association Master Agreement which is structured by legal entity and by counterparty and permits right of offset.

For the year ended December 31, 2012 the Company has recovered gains of $1,837,102 on derivative instruments from re-negotiating losses incurred in 2008 due to counterparty default related to the bankruptcy of Lehman Brothers Holdings, Inc. For the years ended December 31, 2012, 2011, and 2010 the Company had no losses on derivative instruments due to counterparty nonperformance.

(F) CONCENTRATION OF CREDIT RISK

The Company aims to maintain a diversified investment portfolio including issuer, sector and geographic stratification, where applicable, and has established certain exposure limits, diversification standards and review procedures to mitigate credit risk. As of December 31, 2012 and 2011, the Company is not exposed to any credit concentration risk of a single issuer, excluding U.S. government and certain U.S. government agencies, wholly-owned subsidiaries, and a short-term investment pool greater than 10% of the Company's capital and surplus.

<Page>

(G) BONDS, SHORT-TERM INVESTMENTS, COMMON STOCK AND PREFERRED STOCKS

<Table>
<Caption>

	STATEMENT VALUE	GROSS UNREALIZED GAINS	GROSS UNREALIZED LOSSES	ESTIMATED FAIR VALUE

<S>	<C>	<C>	<C>	<C> <C>
BONDS AND SHORT-TERM INVESTMENTS				
DECEMBER 31, 2012				
U.S. government and government agencies and authorities:				
-- Guaranteed and sponsored -- excluding asset-backed	$1,701,238,189	$113,882,510	$(11,282,937)	$1,803,837,762
-- Guaranteed and sponsored -- asset-backed	2,269,303,170	65,613,690	(740,169)	2,334,176,691
States, municipalities and political subdivisions	541,077,559	83,135,680	(20,027)	624,193,212
International governments	425,402,388	20,370,687	(9,328)	445,763,747
All other corporate -- excluding asset-backed	6,361,023,917	892,122,605	(2,845,895)	7,250,300,627
All other corporate -- asset-backed	1,258,505,776	85,716,013	(49,217,597)	1,295,004,192
Hybrid securities	47,181,632	3,906,596	(2,586,771)	48,501,457
Short-term investments	1,218,426,755	--	--	1,218,426,755
Affiliated bond	1,156,374,471	97,521,679	--	1,253,896,150
TOTAL BONDS AND SHORT-TERM INVESTMENTS	$14,978,533,857	$1,362,269,460	$(66,702,724)	$16,274,100,593

</Table>

<Table>
<Caption>

	COST	GROSS UNREALIZED GAINS	GROSS UNREALIZED LOSSES	ESTIMATED FAIR VALUE
<S>	<C> <C>	<C> <C>	<C> <C>	<C>
COMMON STOCKS DECEMBER 31, 2012				
Common stocks -- unaffiliated	$102,656,234	$720,924	$(4,963,989)	$98,413,169
Common stocks -- affiliated	931,351,749	--	(204,239,309)	727,112,440
TOTAL COMMON STOCKS	$1,034,007,983	$720,924	$(209,203,298)	$825,525,609

</Table>

<Table>
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	STATEMENT VALUE	GROSS UNREALIZED GAINS	GROSS UNREALIZED LOSSES	ESTIMATED FAIR VALUE
<S>	<C> <C>	<C> <C>	<C> <C>	<C>

PREFERRED STOCKS DECEMBER 31, 2012				
Preferred stocks -- unaffiliated	$8,266,540	$ --	$(415,361)	$7,851,179
TOTAL PREFERRED STOCKS	$8,266,540	$ --	$(415,361)	$7,851,179

</Table>

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<S>	<C> STATEMENT VALUE	<C> GROSS UNREALIZED GAINS	<C> GROSS UNREALIZED LOSSES	<C> <C> ESTIMATED FAIR VALUE
BONDS AND SHORT-TERM INVESTMENTS DECEMBER 31, 2011				
U.S. government and government agencies and authorities:				
-- Guaranteed and sponsored -- excluding asset-backed	$755,130,295	$104,729,396	$(1,048,670)	$858,811,021
-- Guaranteed and sponsored -- asset-backed	1,186,617,224	44,551,484	(66,086)	1,231,102,622
States, municipalities and political subdivisions	413,682,584	43,804,332	(954,164)	456,532,752
International governments	107,425,052	9,605,312	(393,067)	116,637,297
All other corporate -- excluding asset-backed	6,131,755,165	687,886,439	(28,337,748)	6,791,303,856
All other corporate -- asset-backed	1,436,711,752	64,964,862	(107,770,233)	1,393,906,381
Hybrid securities	66,811,576	44,045	(22,719,973)	44,135,648
Short-term investments	2,395,806,381	--	--	2,395,806,381
Affiliated bond	1,296,220,489	68,005,396	--	1,364,225,885
TOTAL BONDS AND SHORT-TERM INVESTMENTS	$13,790,160,518	$1,023,591,266	$(161,289,941)	$14,652,461,843

</Table>

<Table>
<Caption>

<S>	<C> COST	<C> GROSS UNREALIZED GAINS	<C> GROSS UNREALIZED LOSSES	<C> <C> ESTIMATED FAIR VALUE

COMMON STOCKS DECEMBER 31, 2011				
Common stocks -- unaffiliated	$152,370,800	$3,456,202	$(9,800,861)	$146,026,141
Common stocks -- affiliated	1,025,139,835	667,441	(163,216,084)	862,591,192
TOTAL COMMON STOCKS	$1,177,510,635	$4,123,643	$(173,016,945)	$1,008,617,333

</Table>

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<Table>
<Caption>

<S>	STATEMENT VALUE	GROSS UNREALIZED GAINS	GROSS UNREALIZED LOSSES	ESTIMATED FAIR VALUE
PREFERRED STOCKS DECEMBER 31, 2011				
Preferred stocks -- unaffiliated	$8,446,226	$ --	$(1,257,001)	$7,189,225
TOTAL PREFERRED STOCKS	$8,446,226	$ --	$(1,257,001)	$7,189,225

</Table>

The statement value and estimated fair value of bonds and short-term investments at December 31, 2012 by expected maturity year are shown below. Expected maturities may differ from contractual maturities due to call or prepayment provisions. Asset-backed securities, including mortgage-backed securities and collateralized mortgage obligations, are distributed to maturity year based on the Company's estimate of the rate of future prepayments of principal over the remaining lives of the securities. These estimates are developed using prepayment speeds provided in broker consensus data. Such estimates are derived from prepayment speeds experienced at the interest rate levels projected for the applicable underlying collateral. Actual prepayment experience may vary from these estimates.

<Table>
<Caption>

	STATEMENT VALUE	ESTIMATED FAIR VALUE
MATURITY		
Due in one year or less	$1,825,114,648	$1,840,353,897
Due after one year through five years	3,500,123,823	3,659,567,243
Due after five years through ten years	4,525,043,655	4,871,237,647
Due after ten years	5,128,251,731	5,902,941,806
TOTAL	$14,978,533,857	$16,274,100,593

</Table>

At December 31, 2012 and 2011, securities with a statement value of $3,951,872 and $3,849,385, respectively, were on deposit with government agencies as required by law in various jurisdictions in which the Company conducts business.

(H) MORTGAGE LOANS ON REAL ESTATE

The maximum and minimum lending rates for the Company's new mortgage loans on real estate were 4.30% and 3.00% and 5.20% and 3.44% for loans during 2012 and 2011, respectively. During 2012 and 2011, the Company did not reduce interest rates on any outstanding mortgage loans on real estate. For loans held as of December 31, 2012 and 2011, the highest loan to value percentage of any one loan at the time of loan origination, exclusive of insured, guaranteed, purchase money mortgages or construction loans was 78.02% and 75.47%, respectively. There were no taxes, assessments or amounts advanced and not included in the mortgage loan total. As of December 31, 2012 and 2011, the Company did not hold mortgages with interest more than 180 days past due. As of December 31, 2012 and 2011, there were impaired loans with a related allowance for credit losses of $565,263 and $682,306 with interest income recognized during the period the loans were impaired of $5,330,564 and $4,961,927, respectively.

(I) RESTRUCTURED DEBT IN WHICH THE COMPANY IS A CREDITOR

The Company had no investments in restructured loans as of December 31, 2012, 2011 and 2010.

(J) REPURCHASE AGREEMENTS, DOLLAR ROLL AGREEMENTS AND COLLATERAL ARRANGEMENTS

In 2012, the Company entered into repurchase agreement and dollar roll transactions to earn incremental income and additional liquidity. A repurchase agreement is a transaction in which one party (transferor) agrees to sell securities to another party (transferee) in return for cash (or securities), with a simultaneous agreement to repurchase the same securities at a specified price at a later date. A dollar roll is a type of repurchase transaction where a mortgage backed security is sold with an agreement to repurchase substantially the same security at a specified time in the future. These transactions are generally short-term in nature, and therefore, the carrying amounts of these instruments approximate fair value.

As part of the repurchase agreement and dollar roll transactions, the Company transfers U.S. government and government agency securities and receives cash. For the repurchase agreements, the Company obtains collateral in an amount equal to at least 95% of the fair value of the securities transferred, and the agreements with third parties contain contractual provisions to allow for additional collateral to be obtained when necessary. The cash received from the repurchase program is typically invested in short-term investments or bonds. The Company accounts for the repurchase agreement and dollar roll transactions as collateralized borrowings. The securities transferred under repurchase agreement and dollar roll transactions are included in bonds, with the obligation to repurchase those securities recorded in other liabilities in the Statements of Admitted Assets, Liabilities and Capital and Surplus. The fair value of the securities transferred was $1,622,327,938, with a corresponding agreement to repurchase $1,614,859,275 as of December 31, 2012. The aggregate fair value of the securities acquired from the use of the collateral was $1,621,236,227 as of December 31, 2012.

The Company also enters into various collateral arrangements in connection with its derivative instruments, which require both the pledging and accepting of collateral. As of December 31, 2012 and 2011, collateral pledged of $110,458,232 and $369,461,123, respectively, was included in bonds, on the Statements of Admitted Assets, Liabilities and Capital and Surplus.

<Page>
As of December 31, 2012 and 2011, the Company had accepted collateral relating to the derivative instruments consisting of cash, U.S. government and U.S. government agency securities with a statement value of $645,472,822 and $1,708,566,498, respectively. At December 31, 2012 and 2011, cash collateral of $483,734,283 and $1,488,105,981, respectively, was invested and recorded in the

Statements of Admitted Assets, Liabilities and Capital and Surplus in bonds and cash and short-term investments with a corresponding amount recorded in collateral on derivatives. The fair value of the cash collateral invested in cash and short-term investments was $483,734,283 and $1,488,105,981 as of December 31, 2012 and 2011, respectively. The Company is only permitted by contract to sell or repledge the noncash collateral in the event of a default by the counterparty and none of the collateral has been sold or repledged at December 31, 2012 and 2011. As of December 31, 2012 and 2011, all collateral accepted was held in separate custodial accounts.

(K) SECURITY UNREALIZED LOSS AGING

The Company has a security monitoring process overseen by a committee of investment and accounting professionals that, on a quarterly basis, identifies securities in an unrealized loss position that could potentially be other-than-temporarily impaired. For further discussion regarding the Company's OTTI policy, see Note 2. Due to the issuers' continued satisfaction of the securities' obligations in accordance with their contractual terms and the expectation that they will continue to do so, as well as the evaluation of the fundamentals of the issuers' financial condition and other objective evidence, the Company believes that the prices of the securities in the sectors identified in the tables below were temporarily depressed as of December 31, 2012 and 2011.

The following table presents cost or statement value, fair value, and unrealized losses for the Company's bonds and equity securities, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position as of December 31, 2012:

<Table>
<Caption>

	LESS THAN 12 MONTHS		
(AMOUNTS IN THOUSANDS)	AMORTIZED COST	FAIR VALUE	UNREALIZED LOSSES
U.S. gov't and gov't agencies & authorities			
-- guaranteed & sponsored	$223,652	$212,369	$(11,283)
-- guaranteed & sponsored -- asset-backed	249,828	249,091	(737)

States, municipalities & political subdivisions	1,055	1,035	(20)
International governments	528	518	(10)
All other corporate including international	287,700	285,851	(1,849)
All other corporate -- asset-backed	51,133	45,653	(5,480)
Hybrid securities	--	--	--
TOTAL FIXED MATURITIES	813,896	794,517	(19,379)
Common stock -- unaffiliated	60,000	56,280	(3,720)
Common stock -- affiliated	--	--	--
Preferred stock -- unaffiliated	--	--	--
TOTAL STOCKS	60,000	56,280	(3,720)
TOTAL SECURITIES	$873,896	$850,797	$(23,099)

<Caption>

	12 MONTHS OR MORE		
(AMOUNTS IN THOUSANDS)	AMORTIZED COST	FAIR VALUE	UNREALIZED LOSSES
<S>	<C> <C>	<C> <C>	<C> <C>
U.S. gov't and gov't agencies & authorities -- guaranteed & sponsored	$ --	$ --	$ --
-- guaranteed & sponsored -- asset-backed	78	75	(3)
States, municipalities & political subdivisions	--	--	--

International governments	--	--	--
All other corporate including international	47,003	46,006	(997)
All other corporate -- asset-backed	499,760	456,023	(43,737)
Hybrid securities	26,057	23,470	(2,587)
TOTAL FIXED MATURITIES	572,898	525,574	(47,324)
Common stock -- unaffiliated	11,397	10,153	(1,244)
Common stock -- affiliated	931,352	727,113	(204,239)
Preferred stock -- unaffiliated	8,044	7,629	(415)
TOTAL STOCKS	950,793	744,895	(205,898)
TOTAL SECURITIES	$1,523,691	$1,270,469	$(253,222)

<Caption>

(AMOUNTS IN THOUSANDS)	AMORTIZED COST	TOTAL FAIR VALUE	UNREALIZED LOSSES
U.S. gov't and gov't agencies & authorities			
-- guaranteed & sponsored	$223,652	$212,369	$(11,283)
-- guaranteed & sponsored -- asset-backed	249,906	249,166	(740)
States, municipalities & political subdivisions	1,055	1,035	(20)
International governments	528	518	(10)
All other corporate			

including international	334,703	331,857	(2,846)
All other corporate -- asset-backed	550,893	501,676	(49,217)
Hybrid securities	26,057	23,470	(2,587)
TOTAL FIXED MATURITIES	1,386,794	1,320,091	(66,703)
Common stock -- unaffiliated	71,397	66,433	(4,964)
Common stock -- affiliated	931,352	727,113	(204,239)
Preferred stock -- unaffiliated	8,044	7,629	(415)
TOTAL STOCKS	1,010,793	801,175	(209,618)
TOTAL SECURITIES	$2,397,587	$2,121,266	$(276,321)

</Table>

The following discussion refers to the data presented in the table above, excluding affiliated bond and common stock. The Company holds 100% of the common stock of a foreign insurance subsidiary which is stated at GAAP carrying value adjusted for certain nonadmitted items and other adjustments for NAIC SAP rules if applicable. The Company does not have any current plans to dispose of this investment.

As of December 31, 2012, fixed maturities, comprised of approximately 175 securities, accounted for approximately 93% of the Company's total unrealized loss amount. The securities were primarily related to commercial mortgage-backed securities ("CMBS"), collateralized debt obligations ("CDOs"), and U.S. government securities which have experienced price deterioration. As of December 31, 2012, 84% of securities in an unrealized loss position were depressed less than 20% of amortized cost. The decline in unrealized losses during 2012 was primarily attributable to credit spread tightening and a decline in interest rates. The Company does not have an intention to sell the securities outlined above and has the intent and ability to hold these securities until values recover. Furthermore, based upon the Company's cash flow modeling and the expected continuation of contractually required principal and interest payments, the Company has deemed these securities to be temporarily impaired as of December 31, 2012.

Most of the securities depressed for twelve months or more relate to structured securities with exposure to commercial and residential real estate, as well as certain floating rate corporate securities or those securities with greater than 10 years to maturity, concentrated in the financial services sector. Current market spreads continue to be significantly wider for structured securities with exposure to commercial and residential real estate, as compared to spreads at the security's respective purchase date, largely due to the economic and market uncertainties regarding future performance of commercial and residential real estate. In addition, the majority of securities have a floating-rate coupon referenced to a market index where rates have declined substantially. The Company neither has an intention to sell nor does it expect to be required to sell the securities outlined above. Furthermore, based upon the Company's cash flow modeling and the expected continuation of contractually required principal and interest payments, the Company has deemed these securities to be temporarily impaired as of December 31, 2012.

<Page>

The following table presents amortized cost, fair value, and unrealized losses for the Company's bond and equity securities, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position as of December 31, 2011:

<Table>
<Caption>

	LESS THAN 12 MONTHS		
(AMOUNTS IN THOUSANDS)	AMORTIZED COST	FAIR VALUE	UNREALIZED LOSSES
<S>	<C> <C>	<C> <C>	<C> <C> <C>
U.S. gov't and gov't agencies & authorities			
-- guaranteed & sponsored	$125,903	$124,854	$(1,049)
-- guaranteed & sponsored -- asset-backed	36,541	36,477	(64)
States, municipalities & political subdivisions	74,804	74,119	(685)

International governments	315	315	--
All other corporate including international	649,737	625,937	(23,800)
All other corporate -- asset-backed	369,249	341,134	(28,115)
Hybrid securities	2,257	2,200	(57)
TOTAL FIXED MATURITIES	1,258,806	1,205,036	(53,770)
Common stock -- unaffiliated	62,886	53,088	(9,798)
Common stock -- affiliated	--	--	--
Preferred stock -- unaffiliated	--	--	--
TOTAL STOCKS	62,886	53,088	(9,798)
TOTAL SECURITIES	$1,321,692	$1,258,124	$(63,568)

<Caption>

(AMOUNTS IN THOUSANDS)	12 MONTHS OR MORE AMORTIZED COST	FAIR VALUE	UNREALIZED LOSSES
<S>	<C>	<C> <C>	<C> <C> <C>
U.S. gov't and gov't agencies & authorities			
-- guaranteed & sponsored	$ --	$ --	$ --
-- guaranteed & sponsored			
-- asset-backed	126	124	(2)
States, municipalities & political subdivisions	10,000	9,731	(269)
International governments	5,000	4,607	(393)
All other corporate	78,131	73,593	(4,538)

including international			
All other corporate -- asset-backed	429,162	349,507	(79,655)
Hybrid securities	61,557	38,894	(22,663)
	----------	----------	--------
TOTAL FIXED MATURITIES	583,976	476,456	(107,520)
Common stock -- unaffiliated	3	--	(3)
Common stock -- affiliated	931,352	768,136	(163,216)
Preferred stock -- unaffiliated	8,248	6,991	(1,257)
	----------	----------	--------
TOTAL STOCKS	939,603	775,127	(164,476)
	----------	----------	--------
TOTAL SECURITIES	$1,523,579	$1,251,583	$(271,996)
	----------	----------	--------

<Caption>

(AMOUNTS IN THOUSANDS)	AMORTIZED COST		TOTAL FAIR VALUE		UNREALIZED LOSSES	
<S>	<C>	<C>	<C>	<C>	<C>	<C>
U.S. gov't and gov't agencies & authorities						
-- guaranteed & sponsored	$125,903		$124,854		$(1,049)	
-- guaranteed & sponsored -- asset-backed	36,667		36,601		(66)	
States, municipalities & political subdivisions	84,804		83,850		(954)	
International governments	5,315		4,922		(393)	
All other corporate including international	727,868		699,530		(28,338)	
All other corporate --	798,411		690,641		(107,770)	

asset-backed			
Hybrid securities	63,814	41,094	(22,720)
TOTAL FIXED MATURITIES	1,842,782	1,681,492	(161,290)
Common stock -- unaffiliated	62,889	53,088	(9,801)
Common stock -- affiliated	931,352	768,136	(163,216)
Preferred stock -- unaffiliated	8,248	6,991	(1,257)
TOTAL STOCKS	1,002,489	828,215	(174,274)
TOTAL SECURITIES	$2,845,271	$2,509,707	$(335,564)

</Table>

The following discussion refers to the data presented in the table above, excluding affiliated bond and common stock. The Company holds 100% of the common stock of a foreign insurance subsidiary which is stated at GAAP carrying value adjusted for certain nonadmitted items and other adjustments for NAIC SAP rules if applicable. The Company does not have any current plans to dispose of this investment.

As of December 31, 2011, fixed maturities, comprised of approximately 480 securities, accounted for approximately 94% of the Company's total unrealized loss amount. The securities were primarily related to commercial mortgage-backed securities ("CMBS"), and corporate securities primarily within the financial services and industrial sector which have experienced significant price deterioration. As of December 31, 2011, 86% of securities in an unrealized loss position were depressed less than 20% of amortized cost. The decline in unrealized losses during 2011 was primarily attributable to declines in interest rates and, to a lesser extent, credit spread tightening. The Company does not have an intention to sell the securities outlined above and has the intent and ability to hold these securities until values recover. Furthermore, based upon the Company's cash flow modeling and the expected continuation of contractually required principal and interest payments, the Company has deemed these securities to be temporarily impaired as of December 31, 2011.

Most of the securities depressed for twelve months or more relate to structured securities with exposure to commercial and residential real estate, as well as certain floating rate corporate securities or those securities with greater than

10 years to maturity, concentrated in the financial services sector. Current market spreads continue to be significantly wider for structured securities with exposure to commercial and residential real estate, as compared to spreads at the security's respective purchase date, largely due to the economic and market uncertainties regarding future performance of commercial and residential real estate. In addition, the majority of securities have a floating-rate coupon referenced to a market index where rates have declined substantially. The Company neither has an intention to sell nor does it expect to be required to sell the securities outlined above. Furthermore, based upon the Company's cash flow modeling and the expected continuation of contractually required principal and interest payments, the Company has deemed these securities to be temporarily impaired as of December 31, 2011.

(L) LOAN-BACKED AND STRUCTURED SECURITIES OTTIS

For the year ended December 31, 2012, the Company recognized losses for OTTIs on loan-backed and structured securities of $48,850 due to the intent to sell impaired securities. These securities had an amortized cost prior to recognition of the OTTI and a fair value of $2,985,511 and $2,936,661, respectively. No OTTI was recognized due to an inability or lack of intent to retain an investment in a security for a period of time sufficient to recover the amortized cost basis.

<Page>
The following table summarizes OTTI for loan-backed securities held as of December 31, 2012, recorded because the present value of estimated cash flows expected to be collected was less than the amortized cost of the securities:
<Table>
<Caption>

<S> <C> <C> <C> <C> <C> <C> <C> <C> <C> <C>

1 CUSIP			2 BOOK/ADJ CARRYING VALUE AMORTIZED COST BEFORE CURRENT PERIOD OTTI	3 PRESENT VALUE OF PROJECTED CASH FLOWS
00503N	AB	7	$7,535,388	$1,959,990

05947U	HT	8	3,987,817	3,981,363
059497	BW	6	9,725,618	9,468,201
059500	BK	3	324,723	301,919
07383F	YN	2	1,426,119	1,353,732
07388N	AX	4	8,656,256	6,740,942
15188R	AB	8	985,186	77,012
173067	AJ	8	685,067	541,014
22540V	V3	3	2,653,742	2,644,326
22541N	VA	4	2,380,022	2,338,979
22545X	BB	8	508,624	368,740
36158Y	BE	8	309,993	306,870
361849	N6	5	1,365,928	690,902
46625M	CY	3	644,072	572,350
46625M	KQ	1	1,741,503	1,562,570
46625Y	JP	9	787,944	729,302
46625Y	WE	9	3,076,000	2,571,757
55312Y	BD	3	2,224,569	1,767,229
75970J	AU	0	10,731	9,123
92978T	BU	4	1,892,277	1,301,900
93364L	AD	0	7,945,532	5,903,490
75970J	AU	0	7,970	344
00503N	AB	7	1,693,311	1,186,748
00503N	AB	7	1,050,813	497,908
22541N	NJ	4	5,519,877	4,981,232
00503N	AB	7	339,385	(1)
46625M	CY	3	131,678	112,628
83611Y	AD	4	2,291,525	2,256,378
22540V	V3	3	744,763	707,340
36158Y	BE	8	44,757	25,424
46625M	CY	3	81,434	46,372
46625M	KQ	1	530,791	475,970
07383F	MR	6	132,490	127,782
22540V	V3	3	302,095	212,829
46625M	PS	2	1,058,378	914,896
61746W	HJ	2	368,434	260,421
38500X	AC	6	213,094	51,334
05947U	HT	8	291,112	39,845
07383F	MR	6	49,165	7,321
173067	AJ	8	224,795	162,576
79548C	DK	9	158,872	26,374
				TOTAL

<Caption>

<S>	4 RECOGNIZED OTTI <C>	5 AMORTIZED COST AFTER OTTI <C> <C>	6 FAIR VALUE AT TIME OF OTTI <C> <C> <C>	7 DATE OF FINANCIAL STATEMENT WHERE REPORTED <C> <C>
00503N	$(5,575,398)	$1,959,990	$607,018	9/30/2009
05947U	(6,454)	3,981,363	3,980,969	9/30/2009
059497	(257,417)	9,468,201	8,381,882	9/30/2009
059500	(22,804)	301,919	279,440	9/30/2009
07383F	(72,387)	1,353,732	1,587,169	9/30/2009
07388N	(1,915,314)	6,740,942	6,301,194	9/30/2009
15188R	(908,174)	77,012	251,926	9/30/2009
173067	(144,053)	541,014	766,378	9/30/2009
22540V	(9,416)	2,644,326	2,502,017	9/30/2009
22541N	(41,043)	2,338,979	2,347,354	9/30/2009
22545X	(139,884)	368,740	339,617	9/30/2009
36158Y	(3,123)	306,870	288,672	9/30/2009
361849	(675,026)	690,902	946,149	9/30/2009
46625M	(71,722)	572,350	526,565	9/30/2009
46625M	(178,933)	1,562,570	1,521,277	9/30/2009
46625Y	(58,642)	729,302	741,670	9/30/2009
46625Y	(504,243)	2,571,757	3,146,164	9/30/2009
55312Y	(457,340)	1,767,229	1,494,736	9/30/2009
75970J	(1,608)	9,123	1,859	9/30/2009
92978T	(590,377)	1,301,900	1,439,999	9/30/2009
93364L	(2,042,042)	5,903,490	2,400,000	9/30/2009
75970J	(7,626)	344	169	12/31/2009
00503N	(506,563)	1,186,748	364,211	3/31/2010
00503N	(552,905)	497,908	333,860	6/30/2010
22541N	(538,645)	4,981,232	4,846,253	6/30/2010
00503N	(339,386)	(1)	--	9/30/2010
46625M	(19,050)	112,628	45,254	3/31/2011
83611Y	(35,147)	2,256,378	1,591,947	3/31/2011
22540V	(37,423)	707,340	434,108	6/30/2011
36158Y	(19,333)	25,424	21,738	6/30/2011
46625M	(35,062)	46,372	27,758	6/30/2011
46625M	(54,821)	475,970	401,846	6/30/2011

07383F	(4,708)	127,782	70,900	12/31/2011
22540V	(89,266)	212,829	53,423	12/31/2011
46625M	(143,482)	914,896	779,975	12/31/2011
61746W	(108,013)	260,421	344,430	12/31/2011
38500X	(161,760)	51,334	560,040	6/30/2012
05947U	(251,267)	39,845	31,173	12/31/2012
07383F	(41,844)	7,321	271	12/31/2012
173067	(62,219)	162,576	330,003	12/31/2012
79548C	(132,498)	26,374	21	12/31/2012
	$(16,816,418)			

</Table>

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4. FAIR VALUE MEASUREMENTS

Certain of the following financial instruments are carried at fair value in the Company's Financial Statements: bonds and stocks, derivatives, and Separate Account assets.

The following section applies the fair value hierarchy and disclosure requirements for the Company's financial instruments that are carried at fair value. The fair value hierarchy prioritizes the inputs in the valuation techniques used to measure fair value into three broad levels (Level 1, 2 or 3):

Level 1 Observable inputs that reflect quoted prices for identical assets or liabilities in active markets that the Company has the ability to access at the measurement date. Level 1 securities include open-ended mutual funds reported in General and Separate Account invested assets.

Level 2 Observable inputs, other than quoted prices included in Level 1, for the asset or liability or prices for similar assets and liabilities. Most bonds and preferred stocks, including those reported in Separate Account assets, are model priced by vendors using observable inputs and are classified within Level 2.

Level 3 Valuations that are derived from techniques in which one or more of the significant inputs are unobservable (including assumptions about risk). Level 3 securities include less liquid securities, and complex derivative securities. Because Level 3 fair values, by their nature, contain one or more significant unobservable inputs as there is little or no observable market for these assets and liabilities, considerable judgment is used to determine the Level 3 fair values. Level 3 fair values represent the Company's best estimate of amounts that could be realized in a current market exchange absent actual market exchanges.

In many situations, inputs used to measure the fair value of an asset or liability position may fall into different levels of the fair value hierarchy. In these situations, the Company will determine the level in which the fair value falls based upon the lowest level input that is significant to the determination of the fair value. Transfers of securities among the levels occur at the beginning of the reporting period. Transfers between Level 1 and Level 2 were not material for the period ended December 31, 2012 and 2011. In most cases, both observable (e.g., changes in interest rates) and unobservable (e.g., changes in risk assumptions) inputs are used in the determination of fair values that the Company has classified within Level 3. Consequently, these values and the related gains and losses are based upon both observable and unobservable inputs. The Company's bonds included in Level 3 are classified as such because these securities are primarily priced by independent brokers and/or within illiquid markets.

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These disclosures provide information as to the extent to which the Company uses fair value to measure financial instruments and information about the inputs used to value those financial instruments to allow users to assess the relative reliability of the measurements. The following tables present assets and (liabilities) carried at fair value by hierarchy level as of:

<Table>
<Caption>

	DECEMBER 31, 2012			
(AMOUNTS IN THOUSANDS)	QUOTED PRICES IN ACTIVE MARKETS FOR IDENTICAL ASSETS (LEVEL 1)	SIGNIFICANT OBSERVABLE INPUTS (LEVEL 2)	SIGNIFICANT UNOBSERVABLE INPUTS (LEVEL 3)	TOTAL

<S> <C> <C> <C> <C> <C> <C> <C> <C> <C> <C> <C> <C> <C> <C>

Assets accounted for at fair value				
All other corporate -- asset-backed	$ --	$12	$2,418	$2,430
Common stocks	98,409	--	4	98,413
TOTAL BONDS AND STOCKS	98,409	12	2,422	100,843
Derivative assets				
Credit derivatives	--	(2,669)	1,519	(1,150)
Equity derivatives	--	--	1,800	1,800
Foreign exchange derivatives	--	(11,171)	--	(11,171)
Interest rate derivatives	--	26,228	--	26,228
GMWB hedging instruments	--	98,244	341,565	439,809
US macro hedge program	--	--	333,449	333,449
International program hedging instruments	--	(75,753)	(39,973)	(115,726)
TOTAL DERIVATIVE ASSETS	--	34,879	638,360	673,239
Separate Account assets (1)	45,821,181	--	--	45,821,181
TOTAL ASSETS ACCOUNTED FOR AT FAIR VALUE	$45,919,590	$34,891	$640,782	$46,595,263
Liabilities accounted for at fair value				
Derivative liabilities				
Credit derivatives	$ --	$1,452	$(1,519)	$(67)
Equity derivatives	--	--	470	470
Interest rate derivatives	--	(37,960)	--	(37,960)
GMWB hedging instruments	--	891	67,951	68,842
US macro hedge program	--	--	(47,664)	(47,664)
International program hedging instruments	--	(31,419)	(20,452)	(51,871)
TOTAL LIABILITIES ACCOUNTED FOR AT FAIR VALUE	$ --	$(67,036)	$(1,214)	$(68,250)

</Table>

(1) Excludes approximately $30.7 million of investment sales receivable net of

investment purchases payable that are not subject to SSAP No. 100 (Fair Value Measurements).

<Page>

<Table>
<Caption>

(AMOUNTS IN THOUSANDS)	DECEMBER 31, 2011 QUOTED PRICES IN ACTIVE MARKETS FOR IDENTICAL ASSETS (LEVEL 1)	SIGNIFICANT OBSERVABLE INPUTS (LEVEL 2)	SIGNIFICANT UNOBSERVABLE INPUTS (LEVEL 3)	TOTAL
<S>	<C> <C>	<C> <C> <C> <C>	<C> <C> <C> <C>	<C> <C> <C> <C>
Assets accounted for at fair value				
All other corporate -- asset-backed	$ --	$ --	$2,468	$2,468
Common stocks	146,956	--	4	146,960
TOTAL BONDS AND STOCKS	146,956	--	2,472	149,428
Derivative assets				
Credit derivatives	--	(1,075)	(512)	(1,587)
Equity derivatives	--	--	569	569
Foreign exchange derivatives	--	(234)	--	(234)
Interest rate derivatives	--	19,676	5	19,681
GMWB hedging instruments	--	43,792	686,072	729,864
US macro hedge program	--	--	356,561	356,561
International program hedging instruments	--	518,083	(20,152)	497,931
TOTAL DERIVATIVE ASSETS	--	580,242	1,022,543	1,602,785
Separate Account assets (1)	48,234,930	--	--	48,234,930
TOTAL ASSETS ACCOUNTED FOR AT FAIR VALUE	$48,381,886	$580,242	$1,025,015	$49,987,143

Liabilities accounted for at

fair value				
Derivative liabilities				
Interest rate derivatives	$ --	$(36,184)	$ --	$(36,184)
TOTAL LIABILITIES ACCOUNTED FOR AT FAIR VALUE	$ --	$(36,184)	$ --	$(36,184)

</Table>

(1) Excludes approximately $20.1 million of investment sales receivable net of investment purchases payable that are not subject to SSAP No. 100.

DETERMINATION OF FAIR VALUES

The valuation methodologies used to determine the fair values of assets and liabilities under the "exit price" notion, reflect market-participant objectives and are based on the application of the fair value hierarchy that prioritizes relevant observable market inputs over unobservable inputs. The Company determines the fair values of certain financial assets and financial liabilities based on quoted market prices where available and where prices represent reasonable estimates of fair values. The Company also determines fair values based on future cash flows discounted at the appropriate current market rate. Fair values reflect adjustments for counterparty credit quality, liquidity and, where appropriate, risk margins on unobservable parameters. The following is a discussion of the methodologies used to determine fair values for the financial instruments listed in the above tables.

The fair valuation process is monitored by the Valuation Committee, which is a cross-functional group of senior management within Hartford Investment Management Company ("HIMCO") that meets at least quarterly. The Valuation Committee is co-chaired by the Heads of Investment Operations and Accounting and has representation from various investment sector professionals, accounting, operations, legal, compliance and risk management. The purpose of the committee is to oversee the pricing policy and procedures by ensuring objective and reliable valuation practices and pricing of financial instruments, as well as addressing fair valuation issues and approving changes to valuation methodologies and pricing sources. There is also a Fair Value Working Group ("Working Group") which includes the Heads of Investment Operations and Accounting, as well as other investment, operations, accounting and risk management professionals that meet monthly to review market data trends, pricing statistics and results, and any proposed pricing methodology changes described in more detail in the following paragraphs.

<Page>
BONDS AND STOCKS

The fair values of bonds and stocks in an active and orderly market (e.g. not distressed or forced liquidation) are determined by management after considering one of three primary sources of information: third-party pricing services, independent broker quotations or pricing matrices. Security pricing is applied using a "waterfall" approach whereby publicly available prices are first sought from third-party pricing services, the remaining unpriced securities are submitted to independent brokers for prices, or lastly, securities are priced using a pricing matrix. Based on the typical trading volumes and the lack of quoted market prices for bonds, third-party pricing services will normally derive the security prices from recent reported trades for identical or similar securities making adjustments through the reporting date based upon available market observable information as outlined above. If there are no recently reported trades, the third-party pricing services and independent brokers may use matrix or model processes to develop a security price where future cash flow expectations are developed based upon collateral performance and discounted at an estimated market rate. Included in the pricing of certain asset-backed securities are estimates of the rate of future prepayments of principal over the remaining life of the securities. Such estimates are derived based on the characteristics of the underlying structure and prepayment speeds previously experienced at the interest rate levels projected for the underlying collateral. Actual prepayment experience may vary from these estimates.

Prices from third-party pricing services are often unavailable for securities that are rarely traded or are traded only in privately negotiated transactions. As a result, certain securities are priced via independent broker quotations which utilize inputs that may be difficult to corroborate with observable market based data. Additionally, the majority of these independent broker quotations are non-binding.

A pricing matrix is used to price private placement securities for which the Company is unable to obtain a price from a third-party pricing service by discounting the expected future cash flows from the security by a developed market discount rate utilizing current credit spreads. Credit spreads are developed each month using market based data for public securities adjusted for credit spread differentials between public and private securities which are obtained from a survey of multiple private placement brokers. The appropriate credit spreads determined through this survey approach are based upon the issuer's financial strength and term to maturity, utilizing an independent public security index and trade information and adjusting for the non-public nature of the securities.

The Working Group performs ongoing analysis of the prices and credit spreads received from third-parties to ensure that the prices represent a reasonable estimate of the fair value. This process involves quantitative and qualitative analysis and is overseen by investment and accounting professionals. As a part of this analysis, the Working Group considers trading volume, new issuance activity and other factors to determine whether the market activity is significantly different than normal activity in an active market, and if so, whether transactions may not be orderly considering the weight of available evidence. If the available evidence indicates that pricing is based upon transactions that are stale or not orderly, the Working Group places little, if any, weight on the transaction price and will estimate fair value utilizing an internal pricing model. In addition, the Working Group ensures that prices received from independent brokers represent a reasonable estimate of fair value through the use of internal and external cash flow models developed based on spreads, and when available, market indices. As a result of this analysis, if the Working Group determines that there is a more appropriate fair value based upon the available market data, the price received from the third-party is adjusted accordingly and approved by the Valuation Committee. The Company's internal pricing model utilizes the Company's best estimate of expected future cash flows discounted at a rate of return that a market participant would require. The significant inputs to the model include, but are not limited to, current market inputs, such as credit loss assumptions, estimated prepayment speeds and market risk premiums.

The Company conducts other specific activities to monitor controls around pricing. Daily analyses identify price changes over 3-5%, sale trade prices that differ over 3% from the prior day's price and purchase trade prices that differ more than 3% from the current day's price. Weekly analyses identify prices that differ more than 5% from published bond prices of a corporate bond index. Monthly analyses identify price changes over 3%, prices that have not changed and missing prices. There is also a second source validation on most sectors, where available, for a review of any outlying prices. Analyses are conducted by a dedicated pricing unit that follows up with trading and investment sector professionals and challenges prices with vendors when the estimated assumptions used differs from what the Company feels a market participant would use. Any changes from the identified pricing source are verified by further confirmation of assumptions used. In addition, the controls surrounding methodologies used by the third-parties are verified using a report of an independent accountant provided by the third-parties or, if unavailable, through on-site walk-throughs. Examples of other procedures performed include, but are not limited to, initial and ongoing review of third-party pricing services' methodologies, review of pricing statistics and trends and back testing recent trades. For a sample of structured securities, a comparison of the vendor's assumptions to our internal econometric models is also performed; any differences are challenged in accordance with the process described above.

The Company has analyzed the third-party pricing services' valuation methodologies and related inputs, and has also evaluated the various types of securities in its investment portfolio to determine an appropriate fair value hierarchy level based upon trading activity and the observability of market inputs. Most prices provided by third-party pricing services are classified into Level 2 because the inputs used in pricing the securities are market observable. Due to a general lack of

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transparency in the process that brokers use to develop prices, most valuations that are based on brokers' prices are classified as Level 3. Some valuations may be classified as Level 2 if the price can be corroborated with observable market data.

DERIVATIVE INSTRUMENTS

Derivative instruments are fair valued using pricing valuation models that utilize independent market data inputs, quoted market prices for exchange-traded derivatives, or independent broker quotations. As of December 31, 2012 and 2011, 99% of derivatives, based upon notional values, were priced by valuation models or quoted market prices. The remaining derivatives were priced by broker quotations.

The Company performs various controls on derivative valuations which include both quantitative and qualitative analyses. Analyses are conducted by a dedicated derivative pricing team that works directly with investment sector professionals to analyze impacts of changes in the market environment and investigate variances. There are monthly analyses to identify market value changes greater than pre-defined thresholds, stale prices, missing prices and zero prices. Also on a monthly basis, a second source validation, typically to broker quotations, is performed for certain of the more complex derivatives, as well as for all new deals during the month. A model validation review is performed on any new models, which typically includes detailed documentation and validation to a second source. The model validation documentation and results of validation are presented to the Valuation Committee for approval. There is a monthly control to review changes in pricing sources to ensure that new models are not moved to production until formally approved.

The Company utilizes derivative instruments to manage the risk associated with certain assets and liabilities. However, the derivative instrument may not be classified with the same fair value hierarchy level as the associated assets and liabilities. Therefore the realized and unrealized gains and losses on derivatives reported in Level 3 may not reflect the offsetting impact of the realized and unrealized gains and losses of the associated assets and liabilities.

VALUATION TECHNIQUES AND INPUTS FOR INVESTMENTS

Generally, the Company determines the estimated fair values of its bonds and stocks using the market approach. The income approach is used for securities priced using a pricing matrix, as well as for derivative instruments. For Level 1 investments, valuations are based on observable inputs that reflect quoted prices for identical assets in active markets that the Company has the ability to access at the measurement date.

For most of the Company's debt securities, the following inputs are typically used in the Company's pricing methods: reported trades, benchmark yields, bids and/or estimated cash flows. Inputs also include issuer spreads, which may consider credit default swaps. Derivative instruments are valued using mid-market inputs that are predominantly observable in the market.

A description of additional inputs used in the Company's Level 2 and Level 3 measurements are listed below:

Level 2 The fair values of most of the Company's Level 2 investments are determined by management after considering prices received from third-party pricing services. These investments include most bonds and preferred stocks.

Asset-backed securities -- Primary inputs include monthly payment information, collateral performance, which varies by vintage year and includes delinquency rates, collateral valuation loss severity rates, collateral refinancing assumptions, credit default swap indices and, for ABS and RMBS, estimated prepayment rates.

Credit derivatives -- Primary inputs include the swap yield curve and credit default swap curves.

Foreign exchange derivatives -- Primary inputs include the swap yield curve, currency spot and forward rates, and cross currency basis curves.

Interest rate derivatives -- Primary input is the swap yield curve.

Level 3 Most of the Company's securities classified as Level 3 include less liquid securities such as lower quality ABS, CMBS, commercial real estate ("CRE") CDOs and RMBS primarily backed by below- prime loans. Securities included in level 3 are primarily valued based on broker prices or broker spreads, without adjustments. Primary inputs for non-broker priced investments, including structured securities, are consistent with the typical inputs used in Level 2 measurements noted above, but are Level 3 due to their less liquid markets. Additionally, certain long-dated securities are priced based on third-party pricing services, including bank loans and below investment grade private placement securities. Primary inputs for these long-dated securities are consistent with the typical inputs used in Level 1 and Level 2 measurements noted above, but include benchmark interest rate or credit spread assumptions that are not observable in the marketplace. Also included in Level 3 are certain derivative instruments that either have significant unobservable inputs or are valued based on broker quotations. Significant inputs for these derivative contracts primarily include the typical inputs used in the Level 1 and Level 2 measurements noted above, but also may include the following:

Credit derivatives -- Significant unobservable inputs may include credit correlation and swap yield curve and credit curve extrapolation beyond observable limits.

<Page>

Equity derivatives -- Significant unobservable inputs may include equity volatility.

Interest rate contracts -- Significant unobservable inputs may include swap yield curve extrapolation beyond observable limits and interest rate volatility.

SEPARATE ACCOUNT ASSETS

Separate Account assets are primarily invested in mutual funds but also have investments in bonds and stocks. Separate Account investments are valued in the same manner, and using the same pricing sources and inputs, as the bonds and stocks held in the General Account of the Company.

SIGNIFICANT UNOBSERVABLE INPUTS FOR LEVEL 3 ASSETS MEASURED AT FAIR VALUES

The following tables present information about significant unobservable inputs used in Level 3 assets measured at fair value.
<Table>
<Caption>

DECEMBER 31, 2012				
(AMOUNTS IN THOUSANDS)	FAIR VALUE	PREDOMINANT VALUATION METHOD	SIGNIFICANT UNOBSERVABLE INPUT	MINIMUM (1)
<S>	<C>	<C>	<C>	<C>
ASSETS ACCOUNTED FOR AT FAIR VALUE ON A RECURRING BASIS				
CMBS	$1,918	Discounted cash flows	Spread (encompasses prepayment, default risk and loss severity)	1,267bps
RMBS	500	Discounted cash flows	Spread	568bps
			Constant prepayment rate	2%
			Constant default rate	10%
			Loss severity	95%

<Caption>

DECEMBER 31, 2012 (AMOUNTS IN THOUSANDS)	MAXIMUM (1)	WEIGHTED AVERAGE (2)	IMPACT OF INCREASE IN INPUT ON FAIR VALUE (3)
ASSETS ACCOUNTED FOR AT FAIR VALUE ON A RECURRING BASIS			
CMBS	1,267bps	1,267bps	Decrease
RMBS	642bps	616bps	Decrease
	2%	2%	Decrease
	24%	19%	Decrease
	100%	97%	Decrease

</Table>

(1) Basis points (bps).

(2) The weighted average is determined based on the fair value of the securities.

(3) The impact of a decrease in input would have the opposite impact to the fair value as that presented in the table above.

<Table>
<Caption>

DECEMBER 31, 2012 (AMOUNTS IN THOUSANDS)	FAIR VALUE	PREDOMINANT VALUATION METHOD	SIGNIFICANT UNOBSERVABLE INPUT	MINIMUM	MAXIMUM	IMPACT OF INCREASE IN INPUT ON FAIR VALUE (1)
FREE STANDING DERIVATIVES						
U.S. GMWB hedging instruments						
Equity options	$276,922	Option model	Equity volatility	10%	31%	Increase

Customized swaps	132,594	Discounted cash flows	Equity volatility	10%	10%	Increase
U.S. Macro hedge program						
Equity options	285,785	Option model	Equity volatility	24%	43%	Increase
International program hedging						
Equity options	(60,425)	Option model	Equity volatility	26%	28%	Increase

</Table>

(1) The impact of a decrease in input would have the opposite impact to the fair value as that presented in the table. Changes are based on long positions, unless otherwise noted. Changes in fair value will be inversely impacted for short positions.

Securities and derivatives for which the Company bases fair value on broker quotations predominately include ABS, CDOs and certain credit derivatives. Due to the lack of transparency in the process brokers use to develop prices for these investments, the Company does not have access to the significant unobservable inputs brokers use to price these securities and derivatives. The Company believes however, the types of inputs brokers may use would likely be similar to those used to price securities and derivatives for which inputs are available to the Company, and therefore may include, but not be limited to, loss severity rates, constant prepayment rates, constant default rates and credit spreads. Therefore, similar to non broker priced securities and derivatives, generally, increases in these inputs would cause fair values to decrease. For the year ended December 31, 2012, no significant adjustments were made to broker prices received by the Company.

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ASSETS AND LIABILITIES MEASURED AT FAIR VALUE USING SIGNIFICANT UNOBSERVABLE INPUTS (LEVEL 3)

The tables below provides a roll-forward of financial instruments measured at fair value using significant unobservable inputs (Level 3) for the years ended December 31, 2012 and 2011:
<Table>

<Caption>

(AMOUNTS IN THOUSANDS)	FAIR VALUE AS OF JAN. 1, 2012	TRANSFERS INTO LEVEL 3 (2)	TRANSFERS OUT OF LEVEL 3 (2)
Assets			
All other corporate	$ --	$ --	$ --
All other corporate -- asset-backed	2,468	355	(581)
All other -- asset-backed	--	--	--
Preferred stocks	--	--	--
Common stocks	4	--	--
TOTAL BONDS AND STOCKS	$2,472	$355	$(581)
Derivatives			
Credit derivatives	$(512)	$ --	$(20)
Equity derivatives	569	--	--
Interest rate derivatives	5	--	--
GMWB hedging instruments	686,072	--	21,718
US macro hedge program	356,561	--	--
International program hedging	(20,152)	--	7,755
TOTAL DERIVATIVES (3)	$1,022,543	$ --	$29,453

<Caption>

(AMOUNTS IN THOUSANDS)	TOTAL REALIZED/UNREALIZED GAINS (LOSSES) INCLUDED IN: NET INCOME (1)	SURPLUS	PURCHASES
Assets			
All other corporate	$ --	$ --	$ --
All other corporate -- asset-backed	95	256	--
All other -- asset-backed	--	--	--
Preferred stocks	--	--	--
Common stocks	--	--	--

TOTAL BONDS AND STOCKS	$ 95	$256	$ --
Derivatives			
Credit derivatives	$1,881	$ --	$ --
Equity derivatives	120	--	2,042
Interest rate derivatives	(5)	--	--
GMWB hedging instruments	(341,264)	--	55,490
US macro hedge program	(322,425)	--	251,649
International program hedging	(89,472)	--	(33,801)
TOTAL DERIVATIVES (3)	$(751,165)	$ --	$275,380

<Caption>

(AMOUNTS IN THOUSANDS)	SALES	SETTLEMENTS	FAIR VALUE AS OF DEC. 31, 2012
Assets			
All other corporate	$ --	$ --	$ --
All other corporate -- asset-backed	(134)	(41)	2,418
All other -- asset-backed	--	--	--
Preferred stocks	--	--	--
Common stocks	--	--	4
TOTAL BONDS AND STOCKS	$(134)	$(41)	$2,422
Derivatives			
Credit derivatives	$ --	$(1,349)	$ --
Equity derivatives	--	(461)	2,270
Interest rate derivatives	--	--	--
GMWB hedging instruments	--	(12,500)	409,516
US macro hedge program	--	--	285,785
International program hedging	--	75,246	(60,424)
TOTAL DERIVATIVES (3)	$ --	$60,936	$637,147

</Table>

(1) All amounts in this column are reported in net realized capital gains (losses). All amounts are before income taxes.

(2) Transfers in and/or (out) of Level 3 are primarily attributable to changes in the availability of market observable information and changes to the bond and stock carrying value based on the lower of cost and market requirement.

(3) Derivative instruments are reported in this table on a net basis for asset/(liability) positions.

<Table>
<Caption>

(AMOUNTS IN THOUSANDS)	FAIR VALUE AS OF JAN. 1, 2011	TRANSFERS INTO LEVEL 3 (2)	TRANSFERS OUT OF LEVEL 3 (2)
Assets			
All other corporate	$ --	$ --	$ --
All other corporate -- asset-backed	644	7,050	(18,160)
All other -- asset-backed	--	21,466	(21,466)
Preferred stocks	--	233	--
Common stocks	4	--	--
TOTAL BONDS AND STOCKS	$648	$28,749	$(39,626)
Derivatives			
Credit derivatives	$1,201	$ --	$ --
Equity derivatives	--	--	--
Interest rate derivatives	85	--	--
GMWB hedging instruments	502,834	--	--
US macro hedge program	203,468	--	--
International program hedging	4,543	--	--
TOTAL DERIVATIVES (3)	$712,131	$ --	$ --

<Caption>

TOTAL REALIZED/UNREALIZED GAINS (LOSSES)

(AMOUNTS IN THOUSANDS)	INCLUDED IN: NET INCOME (1)	SURPLUS	PURCHASES
<S>	<C> <C>	<C> <C> <C>	<C> <C> <C>
Assets			
All other corporate	$(12)	$14	$ --
All other corporate -- asset-backed	(35)	(1,472)	14,500
All other -- asset-backed	--	--	--
Preferred stocks	(241)	8	--
Common stocks	--	--	--
TOTAL BONDS AND STOCKS	$(288)	$(1,450)	$14,500
Derivatives			
Credit derivatives	$ --	$475	$(945)
Equity derivatives	--	(114)	683
Interest rate derivatives	--	(80)	--
GMWB hedging instruments	--	179,416	22,530
US macro hedge program	--	(128,357)	346,500
International program hedging	--	(2,917)	(21,778)
TOTAL DERIVATIVES (3)	$ --	$48,423	$346,990

<Caption>

(AMOUNTS IN THOUSANDS)	SALES	SETTLEMENTS	FAIR VALUE AS OF DEC. 31, 2011
<S>	<C> <C> <C>	<C> <C> <C>	<C> <C> <C>
Assets			
All other corporate	$(2)	$ --	$ --
All other corporate -- asset-backed	--	(59)	2,468
All other -- asset-backed	--	--	--
Preferred stocks	--	--	--
Common stocks	--	--	4
TOTAL BONDS AND STOCKS	$(2)	$(59)	$2,472

Derivatives			
Credit derivatives	$ --	$(1,243)	$(512)
Equity derivatives	--	--	569
Interest rate derivatives	--	--	5
GMWB hedging instruments	--	(18,708)	686,072
US macro hedge program	--	(65,050)	356,561
International program hedging	--	--	(20,152)
TOTAL DERIVATIVES (3)	$ --	$(85,001)	$1,022,543

</Table>

(1) All amounts in this column are reported in net realized capital gains (losses). All amounts are before income taxes.

(2) Transfers in and/or (out) of Level 3 are primarily attributable to changes in the availability of market observable information and changes to the bond and stock carrying value based on the lower of cost or market requirement.

(3) Derivative instruments are reported in this table on a net basis for asset/(liability) positions.

<Page>
FAIR VALUES OF FINANCIAL INSTRUMENTS

The tables below reflect the fair values and admitted values of all admitted assets and liabilities that are financial instruments excluding those accounted for under the equity method (subsidiaries, joint ventures and ventures). The fair values are also categorized into the three-level fair value hierarchy.
<Table>
<Caption>

		DECEMBER 31, 2012	
(AMOUNTS IN THOUSANDS)	AGGREGATE FAIR VALUE	ADMITTED VALUE	(LEVEL 1)
<S>	<C> <C>	<C> <C> <C> <C>	<C> <C> <C> <C>

TYPE OF FINANCIAL INSTRUMENT			
Assets			
Bonds and short-term investments -- unaffiliated	$15,020,205	$13,822,160	$160,139
Bonds -- affiliated	1,253,896	1,156,374	--
Preferred stocks -- unaffiliated	7,851	8,267	--
Common stocks -- unaffiliated	98,413	98,413	98,409
Mortgage loans on real estate	931,986	907,376	--
Derivative related assets	551,444	673,240	--
Contract loans	443,179	375,219	--
Surplus debentures	18,221	15,708	--
Separate Account assets (1)	45,821,181	45,821,181	45,821,181
TOTAL ASSETS	$64,146,376	$62,877,938	$46,079,729
Liabilities			
Liability for deposit-type contracts	$(1,543,283)	$(1,543,283)	$ --
Derivative related liabilities	(68,256)	(68,250)	--
Separate Account liabilities	(45,821,181)	(45,821,181)	(45,821,181)
TOTAL LIABILITIES	$(47,432,720)	$(47,432,714)	$(45,821,181)

<Caption>

DECEMBER 31, 2012

<S> <C> <C> <C> <C> <C> <C> <C>

(AMOUNTS IN THOUSANDS)	(LEVEL 2)	(LEVEL 3)	NOT PRACTICABLE (CARRYING VALUE)
TYPE OF FINANCIAL INSTRUMENT			
Assets			
Bonds and short-term investments -- unaffiliated	$14,478,232	$381,834	$ --
Bonds -- affiliated	--	1,253,896	--
Preferred stocks -- unaffiliated	7,629	222	--
Common stocks -- unaffiliated	--	4	--
Mortgage loans on real estate	--	931,986	--
Derivative related assets	(86,916)	638,360	--
Contract loans	--	443,179	--
Surplus debentures	18,221	--	--
Separate Account assets (1)	--	--	--

TOTAL ASSETS	$14,417,166	$3,649,481	$ --
Liabilities			
Liability for deposit-type contracts	$ --	$(1,543,283)	$ --
Derivative related liabilities	(67,042)	(1,214)	--
Separate Account liabilities	--	--	--
TOTAL LIABILITIES	$(67,042)	$(1,544,497)	$ --

</Table>

(1) Excludes approximately $30.7 million, at December 31, 2012, of investment sales receivable net of investment purchases payable that are not subject to SSAP No. 100.

<Table>
<Caption>

(AMOUNTS IN THOUSANDS)	DECEMBER 31, 2011		
	AGGREGATE FAIR VALUE	ADMITTED VALUE	(LEVEL 1)
<S>	<C> <C> <C>	<C> <C> <C> <C>	<C> <C>
TYPE OF FINANCIAL INSTRUMENT			
Assets			
Bonds and short-term investments -- unaffiliated	$13,288,236	$12,493,941	$120,301
Bonds -- affiliated	1,364,226	1,296,220	--
Preferred stocks -- unaffiliated	7,189	8,446	--
Common stocks -- unaffiliated	146,026	146,026	146,022
Mortgage loans on real estate	687,446	660,905	--
Derivative related assets	1,816,460	1,602,785	--
Contract loans	442,771	370,655	--
Surplus debentures	3,140	3,121	--
Separate Account assets (1)	48,234,930	48,234,930	48,234,930
TOTAL ASSETS	$65,990,424	$64,817,029	$48,501,253
Liabilities			
Liability for deposit-type contracts	$(65,825)	$(65,825)	$ --
Derivative related liabilities	(36,184)	(36,184)	--
Separate Account liabilities	(48,234,930)	(48,234,930)	(48,234,930)

TOTAL LIABILITIES	$(48,336,939)	$(48,336,939)	$(48,234,930)

<Caption>

(AMOUNTS IN THOUSANDS)	DECEMBER 31, 2011 (LEVEL 2)	(LEVEL 3)	NOT PRACTICABLE (CARRYING VALUE)
TYPE OF FINANCIAL INSTRUMENT			
Assets			
Bonds and short-term investments -- unaffiliated	$12,666,026	$501,909	$ --
Bonds -- affiliated	--	1,364,226	--
Preferred stocks -- unaffiliated	6,991	198	--
Common stocks -- unaffiliated	--	4	--
Mortgage loans on real estate	--	687,446	--
Derivative related assets	793,917	1,022,543	--
Contract loans	--	442,771	--
Surplus debentures	3,140	--	--
Separate Account assets (1)	--	--	--
TOTAL ASSETS	$13,470,074	$4,019,097	$ --
Liabilities			
Liability for deposit-type contracts	$ --	$(65,825)	$ --
Derivative related liabilities	(36,184)	--	--
Separate Account liabilities	--	--	--
TOTAL LIABILITIES	$(36,184)	$(65,825)	$ --

</Table>

(1) Excludes approximately $20.1 million, at December 31, 2011, of investment sales receivable net of investment purchases payable that are not subject to SSAP No. 100.

The valuation methodologies used to determine the fair values of bonds, stocks and derivatives are described in the above Fair Value Measurements section of this note.

The amortized cost of short-term investments approximates fair value.

Fair values for mortgage loans on real estate were estimated using discounted cash flow calculations based on current lending rates for similar type loans. Current lending rates reflect changes in credit spreads and the remaining terms of the loans.

The carrying amounts of the liability for deposit-type contracts and Separate Account liabilities approximate their fair values.

Fair values for contract loans were estimated using discounted cash flow calculations and current interest rates.

At December 31, 2012 and 2011, the Company had no investments where it was not practicable to estimate fair value.

<Page>

5. INCOME TAXES

A. The components of the net deferred tax asset/(deferred tax liability) ("DTA"/"(DTL)") at period end and the change in those components are as follows:

<Table>
<Caption>

		2012	
	ORDINARY	CAPITAL	TOTAL
<S>	<C>	<C>	<C>
1 (a) Gross DTA	$1,991,996,696	$73,968,061	$2,065,964,757
(b) Statutory valuation allowance adjustments	--	--	--
(c) Adjusted gross DTA	1,991,996,696	73,968,061	2,065,964,757
(d) Deferred tax assets nonadmitted	1,100,066,331	47,098,013	1,147,164,344
(e) Subtotal net admitted deferred tax assets	891,930,365	26,870,048	918,800,413
(f) Deferred tax liabilities	511,264,849	12,811,948	524,076,797
(g) Net admitted deferred tax asset/(net deferred tax liability)	$380,665,516	$14,058,100	$394,723,616

</Table>

<Table>
<Caption>

<S>	2012 ORDINARY <C>	<C> CAPITAL <C>	TOTAL <C>
2 Admission Calculation Components SSAP No. 101 :			
(a) Federal income taxes paid in prior years recoverable by C/B	$ --	$ --	$ --
(b) Adjusted gross DTA expected to be realized	380,665,516	14,058,100	394,723,616
(1) DTA's expected to be realized after the balance sheet date	1,116,409,900	14,058,100	1,130,468,000
(2) DTA's allowed per limitation threshold	XXX	XXX	394,723,616
(c) DTA's offset against DTLs	511,264,849	12,811,948	524,076,797
(d) DTA's admitted as a result of application of SSAP No. 101	$891,930,365	$26,870,048	$918,800,413
3 (a) Ratio % used to determine recovery period and threshold limitation	1,822%		
(b) Adjusted capital and surplus used to determine 2(b) thresholds	2,631,490,773		

</Table>

<Table>
<Caption>

<S>	ORDINARY PERCENT <C>	2012 CAPITAL PERCENT <C>	TOTAL PERCENT <C> <C> <C>
4 Impact of Tax Planning Strategies:			
(a) Adjusted gross DTAs (% of total adjusted gross DTAs)	0%	0%	0%
(b) Net admitted adjusted gross DTAs (% of total net admitted adjusted gross DTAs)	0%	0%	0%

(c) Do the tax planning strategies include the use of reinsurance? Yes No X

</Table>

<Table>
<Caption>

<S>	<C> ORDINARY	<C> 2011 CAPITAL	<C> TOTAL
1 (a) Gross DTA	$1,573,302,985	$177,028,688	$1,750,331,673
(b) Statutory valuation allowance adjustments	--	--	--
(c) Adjusted gross DTA	1,573,302,985	177,028,688	1,750,331,673
(d) Deferred tax assets nonadmitted	326,583,260	171,377,688	497,960,948
(e) Subtotal net admitted deferred tax assets	1,246,719,725	5,651,000	1,252,370,725
(f) Deferred tax liabilities	722,553,499	--	722,553,499
(g) Net admitted deferred tax asset/(net deferred tax liability)	$524,166,226	$5,651,000	$529,817,226

</Table>

XXX represents not applicable amounts.

<Table>
<Caption>

<S>	<C> ORDINARY	<C> <C> 2011 CAPITAL	<C> TOTAL
2 Admission Calculation Components SSAP No. 101 :			
(a) Federal income taxes paid in prior years recoverable by C/B	$ --	$ --	$ --
(b) Adjusted gross DTA expected to be realized	524,166,226	5,651,000	529,817,226
(1) DTA's expected to be realized after the balance sheet date	739,232,000	5,651,000	744,883,000
(2) DTA's allowed per limitation threshold	XXX	XXX	529,817,226

(c) DTA's offset against DTLs	722,553,499	--	722,553,499
(d) DTA's admitted as a result of application of SSAP No. 101	$1,246,719,725	$5,651,000	$1,252,370,725
3 (a) Ratio % used to determine recovery period and threshold limitation	1,917%		
(b) Adjusted capital and surplus used to determine 2(b) thresholds	3,898,065,927		

</Table>

<Page>

<Table>
<Caption>

	2011 ORDINARY PERCENT	2011 CAPITAL PERCENT	2011 TOTAL PERCENT
<S>	<C>	<C>	<C> <C> <C>
4 Impact of Tax Planning Strategies:			
(a) Adjusted gross DTAs (% of total adjusted gross DTAs)	0%	0%	0%
(b) Net admitted adjusted gross DTAs (% of total net admitted adjusted gross DTAs)	18%	1%	19%
(c) Do the tax planning strategies include the use of reinsurance?	Yes	No X	

</Table>

<Table>
<Caption>

	CHANGE DURING 2012 ORDINARY	CHANGE DURING 2012 CAPITAL	CHANGE DURING 2012 TOTAL
<S>	<C> <C>	<C> <C>	<C> <C>
1 (a) Gross DTA	$418,693,711	$(103,060,627)	$315,633,084
(b) Statutory valuation allowance adjustments	--	--	--

(c) Adjusted gross DTA	418,693,711	(103,060,627)	315,633,084
(d) Deferred tax assets nonadmitted	773,483,071	(124,279,675)	649,203,396
(e) Subtotal net admitted deferred tax assets	(354,789,360)	21,219,048	(333,570,312)
(f) Deferred tax liabilities	(211,288,650)	12,811,948	(198,476,702)
(g) Net admitted deferred tax asset/(net deferred tax liability)	$(143,500,710)	$8,407,100	$(135,093,610)

</Table>

<Table>
<Caption>

<S>	CHANGE DURING 2012 ORDINARY <C>	 CAPITAL <C>	 TOTAL <C>
2 Admission Calculation Components SSAP No. 101 :			
(a) Federal income taxes paid in prior years recoverable by C/B	$ --	$ --	$ --
(b) Adjusted gross DTA expected to be realized	(143,500,710)	8,407,100	(135,093,610)
(1) DTA's expected to be realized after the balance sheet date	377,177,900	8,407,100	385,585,000
(2) DTA's allowed per limitation threshold	XXX	XXX	(135,093,610)
(c) DTA's offset against DTLs	(211,288,650)	12,811,948	(198,476,702)
(d) DTA's admitted as a result of application of SSAP No. 101	$(354,789,360)	$21,219,048	$(333,570,312)
3 (a) Ratio % used to determine recovery period and threshold limitation	-95%		
(b) Adjusted capital and surplus used to determine 2(b) threshold	(1,266,575,154)		

</Table>

<Table>
<Caption>

	CHANGE DURING 2012 ORDINARY	CAPITAL	TOTAL

<S>	PERCENT <C>	PERCENT	PERCENT
4 Impact of Tax Planning Strategies:			
(a) Adjusted gross DTAs (% of total adjusted gross DTAs)	0%	0%	0%
(b) Net admitted adjusted gross DTAs (% of total net admitted adjusted gross DTAs)	%	%	%

</Table>

B. DTLs are not recognized for the following amounts:

Not applicable

C. 1. The components of current income tax expense are as follows:

<Table>
<Caption>

<S>	2012 <C>	2011 <C>	CHANGE <C>
(a) Federal	$323,810,575	$115,054,696	$208,755,879
(b) Foreign	44,651	13,649	31,002
(c) Subtotal	323,855,226	115,068,345	208,786,881
(d) Federal income tax on net capital gains	26,183,099	10,257,387	15,925,712
(e) Utilization of capital loss carry-forwards	--	--	--
(f) Other	--	--	--
(g) Federal and foreign income taxes incurred	$350,038,325	$125,325,732	$224,712,593

</Table>

<Page>
2. The main components of the period end deferred tax amounts and the change in

those components are as follows:

<Table>
<Caption>

<S>	2012 <C>	2011 <C>	CHANGE <C>
DTA: ORDINARY			
Reserves	$805,988,168	$817,813,096	$(11,824,928)
Tax deferred acquisition costs	253,002,416	266,456,659	(13,454,243)
Employee benefits	11,447,285	5,054,636	6,392,649
Bonds and other investments	666,125,537	281,153,876	384,971,661
NOL/Min tax credit/Foreign tax credits	242,327,721	190,524,387	51,803,334
Other	13,105,569	12,300,331	805,238
Subtotal: DTA Ordinary	1,991,996,696	1,573,302,985	418,693,711
Ordinary Statutory Valuation Allowance	--	--	--
Total adjusted gross ordinary DTA	1,991,996,696	1,573,302,985	418,693,711
Nonadmitted ordinary DTA	1,100,066,331	326,583,260	773,483,071
Admitted ordinary DTA	891,930,365	1,246,719,725	(354,789,360)
DTA: CAPITAL			
Bonds and other investments	73,968,061	177,028,688	(103,060,627)
Subtotal: DTA Capital	73,968,061	177,028,688	(103,060,627)
Capital Statutory Valuation Allowance	--	--	--
Total adjusted gross capital DTA	73,968,061	177,028,688	(103,060,627)
Nonadmitted capital DTA	47,098,013	171,377,688	(124,279,675)
Admitted capital DTA	26,870,048	5,651,000	21,219,048
TOTAL ADMITTED DTA	$918,800,413	$1,252,370,725	$(333,570,312)
DTL: ORDINARY			
Bonds and other investments	$345,583,220	$534,665,193	$(189,081,973)
Deferred and uncollected	25,872,755	24,610,814	1,261,941
Reserves	131,595,482	154,167,836	(22,572,354)
Other	8,213,392	9,109,656	(896,264)

Gross DTL Ordinary	511,264,849	722,553,499	(211,288,650)
DTL: CAPITAL			
Investment related	12,811,948	--	12,811,948
Other	--	--	--
Gross DTL Capital	12,811,948	--	12,811,948
TOTAL DTL	$524,076,797	$722,553,499	$(198,476,702)
NET ADJUSTED DTA/(DTL)	$394,723,616	$529,817,226	$(135,093,610)
Adjust for the change in deferred tax on unrealized gains/losses			(443,824,011)
Adjust for the stock compensation transfer			2,470,893
Adjust for the change in nonadmitted deferred tax			649,203,396
Other Adjustments			--
Adjusted change in net deferred Income Tax			$72,756,668

</Table>

D. Reconciliation of federal income tax rate to actual effective rate:

The sum of the income tax incurred and the change in the DTA/DTL is different from the result obtained by applying the statutory federal income tax rate to the pretax income. The significant items causing this difference are as follows:
<Table>
<Caption>

<S>	2012 TAX EFFECT <C>	% OF PRE-TAX INCOME $1,061,415,077 <C>	2011 TAX EFFECT <C>
Statutory tax -- 35%	$371,495,277	35.00%	$(256,385,476)
Tax preferred investments	(89,000,000)	-8.39%	(91,500,000)
Affiliated dividends	(12,600,000)	-1.19%	(25,714,500)
Valuation Allowance	--	0.00%	--
All other	7,386,380	0.70%	(683,314)

TOTAL STATUTORY INCOME TAX	$277,281,657	26.12%	$(374,283,290)
Federal and foreign income taxes incurred	$350,038,325	32.98%	$125,325,732
Change in net deferred income taxes	(72,756,668)	-6.86%	(499,609,022)
TOTAL STATUTORY INCOME TAX	$277,281,657	26.12%	$(374,283,290)

<Caption>

<S> <C> <C> <C> <C> <C> <C> <C> <C>

	% OF PRE-TAX INCOME $(732,529,932)	2010 TAX EFFECT	% OF PRE-TAX INCOME $39,421,066
Statutory tax -- 35%	35.00%	$13,797,373	35.00%
Tax preferred investments	12.49%	(92,800,000)	-235.41%
Affiliated dividends	3.51%	(49,000,000)	-124.30%
Valuation Allowance	0.00%	18,491,508	46.91%
All other	0.09%	21,947,331	55.68%
TOTAL STATUTORY INCOME TAX	51.09%	$(87,563,788)	-222.12%
Federal and foreign income taxes incurred	-17.11%	$(40,522,705)	-102.79%
Change in net deferred income taxes	68.20%	(47,041,083)	-119.33%
TOTAL STATUTORY INCOME TAX	51.09%	$(87,563,788)	-222.12%

</Table>

<Page>

E. 1. At December 31, 2012, the Company had $83,580,308 of net operating loss carryforward and $45,533,890 of foreign tax credit carryforward.

2. The amount of federal income taxes incurred in the current year and each preceding year that will be available for recoupment in the event of future net losses are:

2012	$ --
2011	$ --
2010	$ --

3. The aggregate amounts of deposits reported as admitted assets under Section 6603 of the IRS Code was $0 as of December 31, 2012.

F. 1. The Company's federal income tax return is consolidated within The Hartford's consolidated federal income tax return. The consolidated federal income tax return includes the following entities:

<Table>

<S>	<C>
The Hartford Financial Services Group, Inc. (Parent)	Hartford Underwriters General Agency, Inc.
Hartford Holdings, Inc.	Hartford of Texas General Agency, Inc.
Nutmeg Insurance Company	Nutmeg Insurance Agency, Inc.
Heritage Holdings, Inc.	Hartford Lloyd's Corporation
Hartford Fire Insurance Company	1st AgChoice, Inc.
Hartford Accident and Indemnity Company	ClaimPlace, Inc.
Hartford Casualty Insurance Company	Access CoverageCorp, Inc.
Hartford Underwriters Insurance Company	Access CoverageCorp Technologies, Inc.
Twin City Fire Insurance Company	Hartford Casualty General Agency, Inc.
Pacific Insurance Company, Limited	Hartford Fire General Agency, Inc.
Trumbull Insurance Company	Hartford Strategic Investments LLC
Hartford Insurance Company of Illinois	Hartford Life, Inc.
Hartford Insurance Company of the Midwest	Hartford Life and Accident Insurance Company
Hartford Insurance Company of the Southeast	Hartford Life International Ltd.
Hartford Lloyd's Insurance Company	Hartford Equity Sales Company, Inc.
Property & Casualty Insurance Co. of Hartford	Hartford-Comprehensive Employee Benefit Service Co.
Sentinel Insurance Company, Ltd.	Hartford Securities Distribution Company, Inc.
First State Insurance Company	The Evergreen Group, Incorporated
New England Insurance Company	Hartford Administrative Services Company
New England Reinsurance Corporation	Woodbury Financial Services, Inc.
Fencourt Reinsurance Company, Ltd.	Hartford Life, Ltd.
Heritage Reinsurance Co., Ltd.	Hartford Life Insurance Company
New Ocean Insurance Co., Ltd.	Hartford Life and Annuity Insurance Company
Hartford Investment Management Co.	Hartford International Life Reassurance Corp.
HRA Brokerage Services. Inc.	American Maturity Life Insurance Company
Ersatz Corporation	Champlain Life Reinsurance Company
Hartford Integrated Technologies, Inc.	White River Life Reinsurance Company
Business Management Group, Inc.	Hartford Fund Management Group, Inc.

</Table>

2. Federal Income Tax Allocation

The Company is included in the consolidated federal income tax return of The Hartford and its includable subsidiaries. Estimated tax payments are made quarterly, at which time intercompany tax settlements are made. In the subsequent year, additional settlements are made on the unextended due date of the return and at the time that the return is filed. The method of allocation among affiliates of the Company is subject to written agreement approved by the Board of Directors and based upon separate return calculations with current credit for net losses to the extent the losses provide a benefit in the consolidated tax return.

6. REINSURANCE

The amount of reinsurance recoverables from and payables to affiliated and unaffiliated reinsurers were $23,783,887 and $538,948,935 respectively, as of December 31, 2012 and $27,899,817 and $200,232,730 respectively, as of December 31, 2011.

<Page>
The effect of reinsurance as of and for the years ended December 31 is summarized as follows:

<Table>
<Caption>

<S>	Direct <C>	Assumed <C>	Ceded <C>	Net <C> <C>
2012				
Aggregate reserves for future benefits	$13,136,569,365	$1,141,074,169	$(5,068,899,440)	$9,208,744,094
Liability for deposit-type contracts	57,593,210	1,485,690,018	--	1,543,283,228
Policy and contract claim liabilities	114,807,788	13,382,743	(54,078,602)	74,111,929
Premium and annuity considerations	2,380,044,324	311,741,821	(1,402,987,610)	1,288,798,535
Death, annuity, disability and other benefits	660,013,086	421,351,995	(313,326,701)	768,038,380
Surrenders and other fund withdrawals	8,896,799,930	238,908,549	(8,830,040,225)	305,668,254

</Table>

<Table>
<Caption>
<S> <C> <C> <C> <C> <C>

	Direct	Assumed	Ceded	Net
2011				
Aggregate reserves for future benefits	$10,948,992,648	$5,217,901,345	$(4,953,576,011)	$11,213,317,982
Policy and contract claim liabilities	77,162,981	9,362,396	(38,432,611)	48,092,766
Premium and annuity considerations	2,478,347,638	327,157,421	(1,404,362,300)	1,401,142,759
Death, annuity, disability and other benefits	541,731,135	421,610,418	(251,193,984)	712,147,569
Surrenders and other fund withdrawals	8,945,267,166	260,269,537	(8,873,703,048)	331,833,655

</Table>

<Table>
<Caption>
<S> <C> <C> <C> <C> <C>

	DIRECT	ASSUMED	CEDED	NET
2010				
Aggregate reserves for future benefits	$9,741,574,542	$3,144,059,280	$(4,095,902,315)	$8,789,731,507
Policy and contract claim liabilities	54,934,084	10,325,147	(23,615,797)	41,643,434
Premium and annuity considerations	2,667,556,144	652,323,718	(2,209,840,036)	1,110,039,826
Death, annuity, disability and other benefits	487,561,170	390,966,382	(172,286,142)	706,241,410
Surrenders and other fund withdrawals	8,302,516,938	209,026,355	(8,228,197,412)	283,345,881

</Table>

A. EXTERNAL REINSURANCE

The Company cedes insurance to unaffiliated insurers in order to limit its maximum losses. Such agreements do not relieve the Company from its primary liability to policyholders. Failure of reinsurers to honor their obligations could result in losses to the Company. The Company reduces this risk by evaluating the financial condition of reinsurers and monitoring for possible concentrations of credit risk. As of December 31, 2012, the Company has two reinsurance-related concentrations of credit risk greater than 10% of the Company's capital and surplus. These concentrations, which are actively monitored, have reserve credits totaling $596 million and $483 million for Transamerica Life Insurance Company and Connecticut General Life Insurance Company, respectively.

The Company has a reinsurance agreement under which the reinsurer has a limited right to unilaterally cancel the reinsurance for reasons other than for nonpayment of premium or other similar credits. The estimated amount of aggregate reduction in the Company's surplus of this limited right to unilaterally cancel this reinsurance agreement by the reinsurer for which cancellation results in a net obligation of the Company to the reinsurer, and for which such obligation is not presently accrued is $307,774,786 in 2012, a decrease of $88,280,194 from the 2011 balance of $396,054,980. The total amount of reinsurance credits taken for this agreement was $473,499,670 in 2012, a decrease of $135,815,684 from the 2011 balance of $609,315,354.

B. REINSURANCE ASSUMED FROM AFFILIATES

The Company has reinsurance agreements with Hartford Life Insurance K.K. ("HLIKK"), a Japan based affiliate and a wholly- owned subsidiary of The Hartford. Under these agreements, HLIKK ceded 100% of its covered risks to the Company. The following list describes the reinsurance agreements with HLIKK:

- The Company assumes GMDB on covered contracts that have an associated GMIB rider in force on or after July 31, 2006, and GMIB riders issued on or after April 1, 2005. In connection with this reinsurance agreement, the Company collected premiums of $172,316,300, $179,915,572 and $160,823,000 for the years ended December 31, 2012, 2011 and 2010, respectively.

- The Company assumes in-force and prospective "3Win" annuities which bundle guaranteed minimum accumulation benefits ("GMAB"), GMIB and GMDB risks issued on or after February 5, 2007. As a result of capital markets underperformance, 97% of contracts, a total of $3.1 billion, triggered during 2008 and of this amount, $2.0 billion elected the GMIB payout annuity, while the remainder elected a lump-sum payout. The Company received the additional considerations, net of the first annuity payout, and is paying the associated benefits to HLIKK over the payout period. As a result, in 2009 the Company entered into a funding agreement with HLIC in the amount of $1,468,809,904 for the

<Page>

purpose of funding these payments. The funding agreement calls for scheduled annual payouts on October 31 with interest at 5.16% through 2019. In connection with this reinsurance agreement, the Company collected premiums of $826,283, $859,383 and $824,000 for the years ended December 31, 2012, 2011 and 2010, respectively.

- The Company assumes certain in-force and prospective GMIB and GMDB riders issued on or after February 1, 2008. In connection with this reinsurance agreement, the Company collected premiums of $3,294,187, $3,559,447 and $3,413,000 for the years ended December 31, 2012, 2011 and 2010, respectively.

- The Company assumes certain in-force and prospective GMDB riders issued on or after April 1, 2005. In connection with this reinsurance agreement, the Company collected premiums of $2,817,698, $3,044,045 and $2,952,000 for the years ended December 31, 2012, 2011 and 2010, respectively.

The Company has a modified coinsurance ("Modco") reinsurance agreement with Hartford Life Limited ("HLL"), an affiliated wholly-owned subsidiary of Hartford Life International, Ltd. The Company assumes 100% of the risks associated with GMDB and GMWB riders written by and in-force with HLL as of November 1, 2010. In connection with this agreement as of December 31, 2012 and 2011, the Company recorded a net (payable)/receivable of $(1,490,759) and $35,984,078, respectively, and collected premiums of $9,541,634, $10,370,089, and $344,271,000 for the years ended December 31, 2012, 2011 and 2010, respectively.

C. REINSURANCE CEDED TO AFFILIATES

The Company has a Modco and coinsurance with funds withheld reinsurance agreement ("WRR Agreement") with White River Life Reinsurance Company ("WRR"), an affiliated captive insurance company unauthorized in the State of Connecticut. The Company cedes to WRR variable annuity contracts, associated riders, and payout annuities written by the Company; annuity contracts and associated riders assumed by the Company under unaffiliated reinsurance agreements; GMAB, GMIB riders and GMDB risks assumed by the Company from HLIKK; and, as of November 1, 2010, GMDB and GMWB riders assumed by the Company from HLL.

Under Modco, the assets and liabilities, and under coinsurance with funds withheld, the assets, associated with the reinsured business will remain on the balance sheet of the Company in segregated portfolios, and WRR will receive the economic risks and rewards related to the reinsured business through Modco and funds withheld adjustments.

In connection with the WRR Agreement as of December 31, 2012 and 2011, the Company recorded a receivable of $172,250,508 and $0 within Amounts recoverable for reinsurance on the Statements of Admitted Assets, Liabilities and Capital and Surplus; a payable of $527,400,013 and $221,498,890, respectively, reported within Other liabilities ; Funds held under reinsurance treaties with unauthorized reinsurers of $212,088,584 and $189,281,081, respectively; and paid premiums of $719,723,726, $885,985,397, and $1,558,884,000, for the years ended December 31, 2012, 2011, and 2010, respectively.

Effective November 1, 2007, the Company entered into a Modco and coinsurance with funds withheld reinsurance agreement with Champlain Life Reinsurance Company ("Champlain Life"), an affiliated captive insurance company unauthorized in the State of Connecticut. Champlain Life uses a third-party letter of credit to back a certain portion of its statutory reserves, and this letter of credit has been assigned to the Company in order to provide collateral for the Company to take reinsurance credit under this agreement. The increase in surplus, net of federal income tax, resulting from the reinsurance agreement on the effective date was $194,430,212. This surplus benefit will be amortized into income on a net of tax basis as earnings emerge from the business reinsured, resulting in a net $0 future impact to surplus. The Company reported paid premiums of $200,281,441, $209,973,214 and $348,509,000 for the years ended December 31, 2012, 2011 and 2010, respectively. See Note 16.

On December 31, 2012, The Hartford completed the sale of its U.S. individual annuity new business capabilities to Forethought Financial Group. Effective May 1, 2012, all new U.S. annuity policies sold by the Company are reinsured to Forethought Life Insurance Company. The Company will cease the sale of such annuity policies and the reinsurance agreement will terminate as to new business in the second quarter of 2013. The reinsurance agreement has no impact on in-force policies issued on or before April 27, 2012 and the impact of this transaction was not material to the Company's results of operations, financial position or liquidity. Because of this transaction, the Company will cease ceding new business to WRR.

<Page>

7. PREMIUM AND ANNUITY CONSIDERATIONS (DEFERRED AND UNCOLLECTED)

The following table presents premiums and annuity considerations (deferred and uncollected) as of December 31:

<Table>

<Caption>

TYPE	2012 Gross	2012 Net of Loading	2011 Gross	2011 Net of Loading
Ordinary new business	$1,616,249	$1,988,768	$3,057,394	$3,574,806
Ordinary renewal	17,869,947	21,931,463	16,480,250	13,986,006
Group life	49,363	32,976	54,208	35,800
TOTAL	$19,535,559	$23,953,207	$19,591,852	$17,596,612

</Table>

8. RELATED PARTY TRANSACTIONS

Transactions between the Company and its affiliates, relate principally to tax settlements, reinsurance, insurance coverages, rental and service fees, capital contributions, returns of capital and payments of dividends. Investment management fees were charged by HIMCO and are a component of net investment income. Substantially all general insurance expenses related to the Company, including rent and benefit plan expenses, are initially paid by affiliate Hartford Fire Insurance Company.

Direct expenses are allocated using specific identification and indirect expenses are allocated using other applicable methods. Indirect expenses include those for corporate areas which, depending on type, are allocated based on either a percentage of direct expenses or on utilization.

At December 31, 2012 and 2011, the Company reported $13,512,043 and $19,756,182, respectively, as receivables from and $35,894,640 and $23,109,160, respectively, as payables to parent, subsidiaries, and affiliates. The terms of the written settlement agreements require that these amounts be settled generally within 30 days.

Related party transactions may not be indicative of the costs that would have been incurred on a stand-alone basis. For additional information, see Notes 5, 6, 9 and 12.

9. RETIREMENT PLANS, OTHER POSTRETIREMENT BENEFIT PLANS AND POSTEMPLOYMENT BENEFITS

The Hartford maintains The Hartford Retirement Plan for U.S. Employees, a U.S. qualified defined benefit pension plan (the "Plan") that covers substantially all employees of the Company. The Hartford also maintains non-qualified pension plans to accrue retirement benefits in excess of Internal Revenue Code limitations. These plans shall be collectively referred to as the "Pension Plans".

Effective December 31, 2012, the Hartford amended the Plan to freeze participation and benefit accruals. As a result, employees will not accrue further benefits under the cash balance formula of the plan, although interest will continue to accrue to existing account balances. Compensation earned by employees up to December 31, 2012 will be used for purposes of calculating benefits under the Plan but there will be no future benefit accruals after that date. Participants as of December 31, 2012 will continue to earn vesting credit with respect to their frozen accrued benefits as they continue to work. The freeze also applies to The Hartford Excess Pension Plan II, The Hartford's non-qualified excess benefit plan for certain highly compensated employees, effective December 31, 2012. The Hartford announced these changes in April 2012.

For the years ended December 31, 2012, 2011 and 2010, the Company incurred expenses related to the Pension Plans of $22,147,339, $18,704,662 and $15,265,680, respectively, related to the allocation of the net periodic benefit cost, benefit payments and funding to the Pension Plans.

The Hartford also provides certain health care and life insurance benefits for eligible retired employees of the Company. The Hartford's contribution for health care benefits will depend upon the retiree's date of retirement and years of service. In addition, the plan has a defined dollar cap for certain retirees which limits average company contributions. The Hartford has prefunded a portion of the health care obligations through a trust fund where such prefunding can be accomplished on a tax effective basis. Effective January 1, 2002, company-subsidized retiree medical, retiree dental and retiree life insurance benefits were eliminated for employees with original hire dates with the Company on or after January 1, 2002. As of December 31, 2012, the Hartford's other postretirement medical, dental and life insurance coverage plans were amended to no longer provide subsidized coverage for current employees who retire on or after January 1, 2014. The Hartford announced these changes in April 2012. For the years ended December 31, 2012, 2011 and 2010, the Company incurred expense related to the other postretirement benefit plans of $664,015, $1,383,478 and $1,567,512, respectively.

Substantially all employees of the Company are eligible to participate in The

Hartford Investment and Savings Plan under which designated contributions may be invested in common stock of The Hartford or certain other investments. These contributions are matched, up to 3% of base salary, by The Hartford. In addition, The Hartford allocates a percentage of

base salary to the Hartford Investment and Savings Plan for eligible employees. In 2012, employees whose prior year earnings were less than $110,000 received a contribution of 1.5% of base salary and employees whose prior year earnings were more than $110,000 received a contribution of 0.5% of base salary. The expenses allocated to the Company for the years ended December 31, 2012, 2011 and 2010 were $4,731,580, $4,883,327 and $5,756,026, respectively.

Effective January 1, 2013, the Hartford will increase benefits under The Hartford Investment and Savings Plan, its defined contribution 401(k) savings plan, and The Hartford Excess Savings Plan. The Hartford's contributions will be increased to include a non-elective contribution of 2% of eligible compensation and a dollar-for-dollar matching contribution of up to 6% of eligible compensation contributed by the employee each pay period. Eligible compensation will be expanded to include overtime and bonuses but will be limited to a total of $1,000,000 annually.

The Company participates in postemployment plans sponsored by Hartford Fire Insurance Company. These plans provide for medical and salary continuance benefits for employees on long-term disability. For the years ended December 31, 2012, 2011, and 2010, the Company was allocated expenses under these plans of $591,375, $664,382, and $712,102, respectively. In addition, expenses for the Company under this plan were $125,785, $32,433 and ($395,700) for the years ended December 31, 2012, 2011 and 2010, respectively, resulting from valuation adjustments.

10. CAPITAL AND SURPLUS AND SHAREHOLDER DIVIDEND RESTRICTIONS

DIVIDEND RESTRICTIONS

The maximum amount of dividends which can be paid to shareholders by Connecticut domiciled insurance companies, without prior approval of the Connecticut Insurance Commissioner (the "Commissioner"), is generally restricted to the greater of 10% of surplus as of the preceding December 31st or the net gain from operations after dividends to policyholders, federal income taxes and before realized capital gains or (losses) for the previous year. In addition, if any dividend exceeds the insurer's earned surplus, it requires the prior approval of the Commissioner. Dividends are paid as determined by the Board of Directors in accordance with state statutes and regulations, and are not cumulative. In 2012, 2011, and 2010, ordinary dividends of $0, $0 and $72,000,000, respectively, were paid. With respect to dividends to its parent HLIC, the Company's dividend limitation under the holding company laws of Connecticut is $82,204,354 in 2013.

UNASSIGNED FUNDS

The portion of unassigned funds reduced by each item below at December 31, was as follows:

<Table>
<Caption>

<S>	2012 <C>	2011 <C>
Unrealized capital losses, net of tax	$934,084,695	$201,370,652
Nonadmitted asset values	1,168,207,992	519,577,245
Asset valuation reserve	162,571,194	179,493,239
Provision for reinsurance	--	1,100

</Table>

11. SEPARATE ACCOUNTS

The Company maintained Separate Account assets totaling $45,851,885,131 and $48,255,070,982 as of December 31, 2012 and 2011, respectively. The Company utilizes Separate Accounts to record and account for assets and liabilities for particular lines of business. For the current reporting year, the Company recorded assets and liabilities for individual variable annuities, variable life and variable universal life product lines into Separate Accounts.

The Separate Account classifications are supported by state statute and are in accordance with the domiciliary state procedures for approving items within the Separate Accounts. Separate Account assets are segregated from other investments and reported at fair value. Some assets are considered legally insulated whereas others are not legally insulated from the General Account. As of December 31, 2012 and 2011, the Company's Separate Account statement included legally insulated assets of $45,851,885,131 and $48,255,070,982, respectively.

Separate Account liabilities are determined in accordance with prescribed actuarial methodologies, which approximate the market value less applicable surrender charges. The resulting surplus is recorded in the General Account Statements of Operations as a component of Net transfers from Separate Accounts. The Company's Separate Accounts are non-guaranteed, wherein the policyholder assumes substantially all the investment risks and rewards. Investment income (including investment gains and losses) and interest credited to policyholders on Separate Account assets are not separately reflected in the Statements of Operations.

Separate Account fees, net of minimum guarantees, were $971,069,837, $1,095,419,763 and $1,172,978,000 for the years ended December 31, 2012, 2011 and 2010, respectively, and are recorded as a component of fee income on the Company's Statements of Operations.

<Page>
An analysis of the Separate Accounts as of December 31, 2012 is as follows:

<Table>
<Caption>

<S>	INDEXED	NONINDEXED GUARANTEED LESS THAN OR EQUAL TO 4%	NONINDEXED GUARANTEED MORE THAN 4%	NONGUARANTEED SEPARATE ACCOUNTS	TOTAL
Premium considerations or deposits for the year ended 2012:	$ --	$ --	$ --	$905,791,935	$905,791,935
Reserves @ year-end:					
For accounts with assets at:					
Fair value	--	--	--	45,201,230,236	45,201,230,236
Amortized cost	--	--	--	--	--
TOTAL RESERVES	--	--	--	45,201,230,236	45,201,230,236
By withdrawal characteristics:					
Subject to discretionary withdrawal	--	--	--	--	--

With fair value adjustment	--	--	--	--	--
At book value without fair value adjustment and with surrender charge of 5% or more	--	--	--	--	--
At fair value	--	--	--	45,070,354,835	45,070,354,835
At book value without fair value adjustment and with surrender charge of less than 5%	--	--	--	--	--
SUBTOTAL	--	--	--	45,070,354,835	45,070,354,835
Not subject to discretionary withdrawal	--	--	--	130,875,401	130,875,401
TOTAL	$ --	$ --	$ --	$ 45,201,230,236	$ 45,201,230,236

</Table>

Below is the reconciliation of Net transfers from Separate Accounts as of December 31,

<Table>
<Caption>

<S>	2012	2011	2010
Transfer to Separate Accounts	$905,791,935	$866,204,030	$1,066,846,000
Transfer from Separate Accounts	8,502,888,504	8,302,354,037	7,208,445,000
Net transfer from Separate Accounts	(7,597,096,569)	(7,436,150,007)	(6,141,599,000)
Internal exchanges and other Separate Account activity	(4,353,290)	(10,460,311)	(2,822,000)
Transfer from Separate Accounts on the Statements of Operations	$(7,601,449,859)	$(7,446,610,318)	$(6,144,421,000)

</Table>

12. COMMITMENTS AND CONTINGENT LIABILITIES

(A) LITIGATION

The Company is or may become involved in various legal actions, some of which assert claims for substantial amounts. Management expects that the ultimate liability, if any, with respect to such lawsuits, after consideration of provisions made for estimated losses and costs of defense, will not be material to the financial condition of the Company.

(B) GUARANTY FUNDS

In all states, insurers licensed to transact certain classes of insurance are required to become members of a guaranty fund. In most states, in the event of the insolvency of an insurer writing any such class of insurance in the state, members of the funds are assessed to pay certain claims of the insolvent insurer. A particular state's fund assesses its members based on their respective written premiums in the state for the classes of insurance in which the insolvent insurer was engaged. Assessments are generally limited for any year to one or two percent of premiums written per year, depending on the state.

<Page>
Under insurance guaranty fund laws in each state, the District of Columbia and Puerto Rico, insurers licensed to do business can be assessed by state insurance guaranty associations for certain obligations of insolvent insurance companies to policyholders and claimants. Part of the assessments paid by the Company pursuant to these laws may be used as credits for a portion of the associated premium taxes. The Company paid guaranty fund assessments of approximately $41,397 (which includes refunds received), $777,869 and $166,851 in 2012, 2011 and 2010 respectively, of which $202,259, $694,413 and $34,365 in 2012, 2011 and 2010 respectively, increased the creditable amount against premium taxes. The Company has a guaranty fund receivable of $3,635,667 and $3,433,408 as of December 31, 2012 and 2011, respectively.

(C) LEASES

As discussed in Note 8, transactions with The Hartford include rental facilities and equipment. Rent paid by the Company to The Hartford for its share of space occupied and equipment used by The Hartford's life insurance companies was $7,635,952, $8,039,174 and $6,941,575 in 2012, 2011 and 2010, respectively. Future minimum rental commitments are as follows:

<Table>

<S>	<C>
2013	$4,807,155

2014	3,331,208
2015	2,612,822
2016	1,943,629
2017	1,202,669
Total	$13,897,483

</Table>

The principal executive office of the Company, together with its parent and other life insurance affiliates, is located in Simsbury, Connecticut. In the first quarter of 2010, the Company's indirect parent, Hartford Life and Accident Insurance Company, purchased its headquarters property for $46 million.

(D) TAX MATTERS

The Company or one or more of its subsidiaries files income tax returns in the U.S. federal jurisdiction, and various state and foreign jurisdictions. The Company is no longer subject to U.S. federal, state and local, or non-U.S. income tax examinations for years prior to 2007. The audit of the years 2007-2009 commenced during 2010 and is expected to conclude by the end of 2013, with no material impact on the consolidated financial condition or results of operations. The 2010-2011 audit commenced in the fourth quarter of 2012 and is expected to conclude by the end of 2014. Management believes that adequate provision has been made in the financial statements for any potential assessments that may result from tax examinations and other tax-related matters for all open tax years.

The Company's unrecognized tax benefits are settled with the parent consistent with the terms of the tax sharing agreement described above.

The Separate Account dividend received deduction ("DRD") is estimated for the current year using information from the most recent return, adjusted for current year equity market performance and other appropriate factors, including estimated levels of corporate dividend payments and level of policy owner equity account balances. The actual current year DRD can vary from estimates based on, but not limited to, changes in eligible dividends received in the mutual funds, amounts of distributions from these mutual funds, amounts of short-term capital gains at the mutual fund level and the Company's taxable income before the DRD. The Company recorded benefits of $83,835,300, $119,417,997 and $88,631,465 related to the Separate Account DRD for the years ended December 31, 2012, 2011 and 2010, respectively. These amounts included benefits (charges) related to prior years' tax returns of $(5,164,700), $938,384 and $(4,168,534) in 2012, 2011 and 2010, respectively.

The Company receives a foreign tax credit for foreign taxes paid including payments from its Separate Account assets. This credit reduces the Company's U.S. tax liability. The Separate Account foreign tax credit is estimated for the current year using information from the most recent filed return, adjusted for the change in the allocation of Separate Account investments to the international equity markets during the current year. The actual current year foreign tax credit can vary from the estimates due to actual foreign tax credits passed through from the mutual funds. The Company recorded benefits of $6,614,650, $6,751,856, and $2,396,560 related to Separate Account foreign tax credit in the years ended December 31, 2012, 2011 and 2010, respectively.

(E) FUNDING OBLIGATIONS

At December 31, 2012, the Company had outstanding commitments totaling $2,189,520 of which $2,189,520 is committed to fund limited partnership investments, which may be called by the partnership during the commitment period (on average 2 to 4 years) to fund working capital needs or to purchase new investments. Once the commitment period expires, the Company is under no obligation to fund the remaining unfunded commitment but may elect to do so.

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13. CORRECTION OF ERRORS

In 2010, the Company reviewed its approach with regard to the calculation of the deferred premium asset ("DPA"), utilizing guidance provided by New York Circular No. 11 (2010). As a result of this review, the Company determined that it had overstated the DPA as a result of using statutory net valuation premium for policies with a deficiency reserve where gross premium should have been used as a basis for establishing the DPA as guided by SSAP No. 51 (Life Contracts). This method was the outcome of a 1997 State of Connecticut audit. The Company also had not reflected ceded DPA amounts nor established an asset for prepaid reinsurance amounts as guided in SSAP No. 61 (Life, Deposit-Type and Accident and Health Reinsurance).

The Company recorded an adjustment to "Capital and Surplus" of $(7,208,000) in 2010 representing the cumulative effect of this change in calculation and accounting for the DPA. The adjustment to "Capital and Surplus" was recorded in "Unassigned Funds" as follows: $14,571,000 in "Change in nonadmitted assets" and $(21,779,000) in "Correction of prior year error." The change in calculation and accounting decreased net income by approximately $0 and $1,973,000, for 2011 and 2010, respectively. The effect was immaterial to the Company's Assets, Liabilities and Capital and Surplus for the periods ending December 31, 2011 and 2010.

14. SALES OF AFFILIATES

During the fourth quarter of 2010, the Company completed the sales of its indirect wholly-owned subsidiaries Hartford Investments Canada Corporation ("HICC") and Hartford Advantage Investment, Ltd. ("HAIL"). The Company received cash proceeds of $19,704,000 for the sale of HICC and $20,043,000 for the sale of HAIL.

On November 30, 2012, the Company completed the sale of Woodbury Financial Services, Inc. ("Woodbury Financial Services", "WFS"), a wholly-owned subsidiary, to AIG Advisor Group, Inc. ("AIG Advisor Group"), a subsidiary of American International Group, Inc. The disposition resulted in a gain of $37 million before tax.

15. SUBSEQUENT EVENTS

The Company has evaluated events subsequent to December 31, 2012, through April 10, 2013, the date the financial statements were available to be issued. The Company has not evaluated subsequent events after that date for presentation in these financial statements.

On January 2, 2013, The Hartford completed the sale of its Individual Life insurance business to The Prudential Insurance Company of America ("Prudential"), a subsidiary of Prudential Financial, Inc. for consideration consisting primarily of a ceding commission of which $457 million, before tax, was allocated to the Company. The transaction resulted from The Hartford's strategic business realignment announced in March 2012. The sale was structured as a reinsurance transaction and is estimated to result in a before tax gain greater than $1.0 billion consisting of a reinsurance gain and investment-related gains, and an estimated increase to surplus greater than $1.0 billion, before tax. A reinsurance gain of approximately $600 million will be deferred and amortized over 20 years as earnings are estimated to emerge from the business reinsured. Upon closing, the Company reinsured $7.1 billion of policyholder liabilities and $3.8 billion of separate account liabilities under an indemnity reinsurance agreement. The Company also transferred invested assets (excluding cash) with a statement value of $5.1 billion to Prudential. These amounts are subject to change pending final determination of the net assets sold, transaction costs and other adjustments.

The Company simultaneously recaptured the individual life insurance assumed by an affiliate, Champlain Life Reinsurance Company ("Champlain"). As a result, on January 2, 2013, the Company re-assumed all of the life reserves and claims payable totaling $3.0 billion from Champlain; Champlain returned the funds withheld totaling $2.8 billion to the Company; the Company paid a recapture fee of $347 million to Champlain; and, the Company ceded the recaptured reserves to Prudential. The amounts resulting from the transaction with Prudential disclosed above include the release of the Company's remaining deferred gain of $167 million, deferred at the inception of the reinsurance to Champlain, from restricted surplus.

On February 5, 2013, the Company received permission from the Commissioner to pay an extraordinary dividend of $1,050,000,000 to its parent, HLIC. The Company paid this return of capital on February 22, 2013.

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PART C

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OTHER INFORMATION

ITEM 26. EXHIBITS

(a) Resolution of the Board of Directors of Hartford Life and Annuity Insurance Company ("Hartford") authorizing the establishment of the Separate Account.(1)
(b) Not Applicable.
(c) Principal Underwriting Agreement.(2)
(d) Form of Flexible Premium Variable Life Insurance Policy.(3)
    (1) Accelerated Death Benefit Rider(6)
    (2) Accidental Death Benefit Rider(6)

    (3) Child Insurance Rider(6)
    (4) Cost of Living Adjustment Rider(6)
    (5) Deduction Amount Waiver Rider(6)
    (6) Term Insurance Rider(6)
    (7) Waiver of Specified Amount Disability Benefit Rider(6)
(e) Form of Application for Flexible Premium Variable Life Insurance Policies.(3)
(f) Certificate of Incorporation of Hartford and Bylaws of Hartford.(4)
(g) Contracts of Reinsurance.
    (1) Canada Life Assurance Company(6)
        (i)   Amendment Nos. 5, 7 through 9
        (ii) Amendment Nos. 4 through 6
    (2) Swiss RE Life & Health America, Inc.(6)
        (i)   Amendment Nos. 10 through 13
    (3) Transamerica Life Insurance Company(6)
        (i)   Amendment Nos. 7 through 14
(h) Participation Agreements and Amendments
    (1) AllianceBernstein Variable Products Series Fund, Inc.(6)
    (2) American Funds Insurance Series(6)
        (i)   Amendment No. 6
    (3) Fidelity Variable Insurance Products(6)
    (4) Franklin Templeton Variable Products Trust(6)
    (5) Hartford Series Fund, Inc. and Hartford Series Fund II, Inc.(6)
    (6) Invesco Variable Insurance Funds(6)
    (7) Lord Abbett Series Fund, Inc.(6)
    (8) MFS Variable Insurance Trust(6)
    (9) Oppenheimer Variable Account Funds(6)
    (10) Putnam Variable Trust(6)
    (11) The Universal Institutional Funds, Inc.(6)
        (i) Guarantee Agreement, between Hartford Life and Accident Insurance Company and ITT Hartford Life and Annuity Insurance Company, its wholly owned subsidiary, dated as of August 20, 1993 and effective as of August 20, 1993.(5)
        (ii) Guarantee Agreement, between Hartford Life Insurance Company and ITT Hartford Life and Annuity Insurance Company, dated as of May 23, 1997.(5)
(i) Administrative Agreements and Amendments

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(1) Fidelity Variable Insurance Products(6)
(2) Franklin Templeton(6)
(3) Hartford Series Fund, Inc. and Hartford Series Fund II, Inc.(6)
(4) Invesco Variable Insurance Funds(6)
(5) Lord Abbett Series Fund, Inc.(6)
(6) The Universal Institutional Funds, Inc.(6)
(7) The Prudential Insurance Company of America

(j) Not Applicable.
(k) Opinion and Consent of Lisa M. Proch, Vice President and Assistant General Counsel.
(l) Not Applicable.
(m) Not Applicable.
(n) (1) Consent of Independent Registered Public Accounting Firm
(2) Consent of Independent Auditors
(3) Copy of Power of Attorney.

(o) No financial statement will be omitted.
(p) Not Applicable.
(q) Memorandum describing transfer and redemption procedures.(7)

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(1) Incorporated by reference to Pre-Effective Amendment No. 1 to the Registration Statement on Form S-6, File No. 33-61627, filed with the Securities and Exchange Commission on January 23, 1996.

(2) Incorporated by reference to Post-Effective Amendment No. 9 to the Registration Statement on Form N-6, File No. 333-148814, filed with the Securities and Exchange Commission on April 23, 2012.

(3) Incorporated by reference to Pre-Effective Amendment No. 1 to the Registration Statement on Form S-6, File No. 333-82866, on May 22, 2002.

(4) Incorporated by reference to Post-Effective Amendment No. 11 to the Registration Statement on Form N-6, File No. 333-148816, filed with the Securities and Exchange Commission on April 23, 2012.

(5) Incorporated by reference to Post-Effective Amendment No. 9, to the Registration Statement on Form N-4, File No. 333-148565, filed on May 3, 2010.

(6) Incorporated by reference to Post-Effective Amendment No. 23 to the Registration Statement on Form N-6, File No. 333-82866, filed with the

Securities and Exchange Commission on April 23, 2012.

(7) Incorporated by reference to Post-Effective Amendment No. 10 to the Registration Statement on Form N-6, File No. 333-148814, filed with the Securities and Exchange Commission on April 22, 2013.

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ITEM 27. OFFICERS AND DIRECTORS.

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NAME	POSITION WITH HARTFORD
Lydia M. Anderson (1)	Vice President
Thomas S. Barnes	Vice President
Beth A. Bombara (1)	Chief Executive Officer, President, Chairman of the Board, Director*
John B. Brady	Actuary, Vice President
David A. Bulin	Vice President
Thomas A. Campbell	Actuary, Vice President
Jennifer Centrone	Vice President
Michael R. Chesman (1)	Senior Vice President
Michael Concannon (1)	Executive Vice President
Ellen Conway	Vice President
Robert A. Cornell	Actuary, Vice President
Rochelle S. Cummings	Vice President
James Davey	Executive Vice President
George Eknaian	Senior Vice President
Mark A. Esposito (1)	Senior Vice President
Michael Fish	Actuary, Vice President
John W. Gallant	Vice President
Richard Guerrini	Vice President
Christopher J. Hanlon (1)	Senior Vice President
Stephen B. Harris (1)	Vice President
Michael R. Hazel	Vice President, Controller
Elizabeth Horvath	Actuary, Vice President
Penelope A. Hrib (2)	Actuary, Vice President
Charles E. Hunt (1)	Vice President

Donald C. Hunt (1)	Assistant Secretary, Vice President
Donna R. Jarvis	Actuary, Vice President
Kathleen E. Jorens (1)	Assistant Treasurer, Vice President
Michael Knipper (1)	Senior Vice President
Alan J. Kreczko (1)	Executive Vice President, General Counsel
William P. Meaney (1)	Senior Vice President
Thomas Moran (1)	Director of Taxes, Senior Vice President
Craig D. Morrow	Appointed Actuary, Vice President
Mark J. Niland (1)	Senior Vice President, Director*
Robert W. Paiano (1)	Treasurer, Senior Vice President, Director*
Brian Pedersen	Vice President
Colleen B. Pernerewski	Vice President, Chief Compliance Officer of Individual Annuity, Chief Compliance Officer of Separate Accounts
Glen-Roberts Pitruzzello (1)	Vice President
Robert E. Primmer	Senior Vice President
Sharon A. Ritchey	Executive Vice President
David C. Robinson (1)	Senior Vice President
Peter F. Sannizzaro	Senior Vice President, Chief Accounting Officer, Chief Financial Officer
Terence Shields (1)	Assistant Vice President, Corporate Secretary
Mark M. Socha (1)	Vice President
Jahn Marie Surette	Senior Vice President and Chief Procurement Officer
Martin A. Swanson	Vice President
Connie Tang (1)	Actuary, Vice President
Diane E. Tatelman	Vice President
Anthony Vidovich (1)	Vice President
James M. Yanosy (1)	Senior Vice President

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Unless otherwise indicated, the principal business address of each of the above individuals is 200 Hopmeadow Street, Simsbury, CT 06089.

* Denotes Board of Directors.

(1) Address: One Hartford Plaza, Hartford, CT 06155

(2) Address: 100 Campus Drive, Florham Park, NJ 07932-1006

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ITEM 28. PERSONS CONTROLLED BY OR UNDER COMMON CONTROL WITH THE DEPOSITOR OR REGISTRANT

Incorporated by reference to Post-Effective Amendment No. 10 to the Registration Statement, File No. 333-148814, filed April 22, 2013.

ITEM 29. INDEMNIFICATION

Section 33-776 of the Connecticut General Statutes states that: "a corporation may provide indemnification of, or advance expenses to, a director, officer, employee or agent only as permitted by sections 33-770 to 33-779, inclusive."

ARTICLE VIII, Section 1(a) of the By-laws of the Depositor (as amended and restated effective July 25, 2000) provides that the Corporation, to the fullest extent permitted by applicable law as then in effect, shall indemnify any person who was or is a director or officer of the Corporation and who was or is threatened to be made a defendant or respondent in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal (including, without limitation, any action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor) (each, a "Proceeding"), by reason of the fact that such a person was or is a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan or other entity (a "Covered Entity"), against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement and actually and reasonably incurred by such person in connection with such Proceeding. Any such former or present director or officer of the Corporation finally determined to be entitled to indemnification as provided in this Article VIII is hereinafter called an "Indemnitee". Until such final determination is made such former or present director or officer shall be a "Potential Indemnitee" for purposes of this Article VIII. Notwithstanding the foregoing provisions of this Section 1(a), the Corporation shall not indemnify an Indemnitee with respect to any Proceeding commenced by such Indemnitee unless the commencement of such Proceeding by such Indemnitee has been approved by a majority vote of the Disinterested Directors (as defined in Section 5(d)); provided however, that such approval of a majority of the Disinterested Directors shall not be required with respect to any Proceeding commenced by such Indemnitee after a Change in Control (as defined in Section 5(d)) has occurred.

Insofar as indemnification for liability arising under the Securities Act of 1933 (the "Act") may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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ITEM 30. PRINCIPAL UNDERWRITERS

(a) HESCO acts as principal underwriter for the following investment companies:

Hartford Life Insurance Company - Separate Account VL I

Hartford Life Insurance Company - Separate Account VL II

Hartford Life Insurance Company - ICMG Secular Trust Separate Account

Hartford Life Insurance Company - ICMG Registered Variable Life Separate Account A

Hartford Life and Annuity Insurance Company - Separate Account VL I

Hartford Life and Annuity Insurance Company - Separate Account VL II

Hartford Life and Annuity Insurance Company - ICMG Registered

Variable Life Separate Account One

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(b) Directors and Officers of HESCO

<Table>
<Caption>

NAME <S>	POSITIONS AND OFFICES WITH UNDERWRITER <C>
Diana Benken (1)	Chief Financial Officer and Controller/FINOP
Christopher S. Connor (4)	AML Officer & Chief Compliance Officer
Michael J. Fixer (2)	Assistant Treasurer & Assistant Vice President
Denise Gagnon (1)	Privacy Officer
Sarah J. Harding (2)	Assistant Secretary
Audrey E. Hayden (2)	Assistant Secretary
Michael R. Hazel (1)	Assistant Vice President
Kathleen E. Jorens (2)	Vice President & Assistant Treasurer
Robert W. Paiano (2)	Senior Vice President, Treasurer
Cathleen Shine (1)	Secretary
Diane E. Tatelman (2)	Vice President/Corporate Tax
Eamon J. Twomey (3)	Vice President and Chief Operating Officer
Jane Wolak (1)	Director
Melinda Zwecker (2)	Assistant Vice President

</Table>

The principal business address of each of the above individuals are:

(1) 200 Hopmeadow Street, Simsbury, CT 06089

(2) One Hartford Plaza, Hartford, CT 06155

(3) 1 Griffin Road North, Windsor, CT 06095

(4) 100 Matsonford Road, Radnor, PA 19087

ITEM 31. LOCATION OF ACCOUNTS AND RECORDS

All of the accounts, books, records or other documents required to be kept by Section 31(a) of the Investment Company Act of 1940 and rules thereunder, are maintained by the following:

The Hartford	200 Hopmeadow Street, Simsbury, CT 06089
Hartford Equity Sales Company, Inc.	200 Hopmeadow Street, Simsbury, CT 06089
The Prudential Insurance Company of America	200 Hopmeadow Street, Simsbury, CT 06089
The Prudential Insurance Company of America	213 Washington Street, Newark, NJ 07102

ITEM 32. MANAGEMENT SERVICES

On January 2, 2013, Hartford Life Insurance Company and Hartford Life and Annuity Insurance Company (collectively, "Hartford") entered into agreements with The Prudential Insurance Company of America ("Prudential") under which Prudential will reinsure the obligations of Hartford under the variable life insurance policies and provide administration for the policies.

ITEM 33. REPRESENTATION OF REASONABLENESS OF FEES

Hartford hereby represents that the aggregate fees and charges under the Policy are reasonable in relation to the services rendered, the expenses expected to be incurred, and the risks assumed by Hartford.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933 and the Investment Company Act of 1940, the Registrant certifies that it meets all the requirements for effectiveness of this Registration Statement pursuant to Rule 485(b) under the Securities Act of 1933 and has duly caused this Registration Statement to be signed on its behalf, in the Town of Simsbury, and State of Connecticut on this 22nd day of April, 2013.

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
SEPARATE ACCOUNT VL I
(Registrant)

<Table>

<S>	<C>	<C>	<C>
By:	Beth A. Bombara*	*By:	/s/ Sun-Jin Moon
	-----------------------------------		-----------------------------------
	Beth A. Bombara, President, Chief Executive Officer and Chairman of the Board, Director*		Sun-Jin Moon Attorney-in-Fact

</Table>

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY
(Depositor)

<Table>

<S>	<C>
By:	Beth A. Bombara*

	Beth A. Bombara, President, Chief Executive Officer and Chairman of the Board, Director*

</Table>

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons and in the capacities and on the dates indicated.

<Table>

<S>	<C>	<C>
Beth A. Bombara, President, Chief Executive Officer, Chairman of the Board, Director*		
Mark J. Niland, Senior Vice President, Director*	*By:	/s/ Sun-Jin Moon
		-----------------------------------
Robert W. Paiano, Senior Vice President, Treasurer, Director*		Sun-Jin Moon Attorney-in-Fact
Peter F. Sannizzaro, Senior Vice President, Chief Accounting Officer, Chief Financial Officer*	Date:	April 22, 2013

</Table>

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(g) Contracts of Reinsurance
    (1) Canada Life Assurance Company
        (i) Amendment Nos. 5, 7 through 9
        (ii) Amendment Nos. 4 through 6
    (2) Swiss Re Life & Health America, Inc.
        (i) Amendment Nos. 10 through 13
    (3) Transamerica Life Insurance Company
        (i) Amendment Nos. 7 through 14
    (4) The Prudential Insurance Company of America
(h) Fund Participation Agreements and Amendments
    (2) (i) American Funds Insurance Series -- Amendment No. 6
(i) (7) The Prudential Insurance Company of America
(k) Opinion and consent of Lisa M. Proch, Vice President and Assistant General Counsel.
(n) (1) Consent of Independent Registered Public Accounting Firm
(n) (2) Consent of Independent Auditors
(n) (3) Copy of Power of Attorney