

SECURITIES AND EXCHANGE COMMISSION

FORM 485APOS

Post-effective amendments [Rule 485(a)]

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FILER

**SEPARATE ACCOUNT A OF PACIFIC LIFE INSURANCE
CO**

CIK:935823 | IRS No.: 000000000 | Fiscal Year End: 1231
Type: 485APOS | Act: 33 | File No.: 333-136597 | Film No.: 13850317

Mailing Address
P O BOX 7500
NEWPORT BEACH CA
92658-7500

Business Address
P O BOX 7500
NEWPORT BEACH CA
92658-7500
7146403743

**SEPARATE ACCOUNT A OF PACIFIC LIFE INSURANCE
CO**

CIK:935823 | IRS No.: 000000000 | Fiscal Year End: 1231
Type: 485APOS | Act: 40 | File No.: 811-08946 | Film No.: 13850318

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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM N-4

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

Pre-Effective Amendment No.

Post-Effective Amendment No. 28

and/or

REGISTRATION STATEMENT

UNDER

THE INVESTMENT COMPANY ACT OF 1940

Amendment No. 408

(Check appropriate box or boxes)

SEPARATE ACCOUNT A

(Exact Name of Registrant)

PACIFIC LIFE INSURANCE COMPANY

(Name of Depositor)

700 Newport Center Drive

Newport Beach, California 92660

(Address of Depositor's Principal Executive Offices) (Zip Code)

(949) 219-3943

(Depositor's Telephone Number, including Area Code)

Brandon J. Cage

Assistant Vice President

Pacific Life Insurance Company

700 Newport Center Drive Newport Beach, California 92660 (Name and address of agent for service)

Approximate Date of Proposed Public Offering:

It is proposed that this filing will become effective (check appropriate box)

- immediately upon filing pursuant to paragraph (b) of Rule 485
- on _____ pursuant to paragraph (b) of Rule 485
- 60 days after filing pursuant to paragraph (a)(1) of Rule 485
- on July 15, 2013 pursuant to paragraph (a)(1) of Rule 485

If appropriate, check the following box:

- this post-effective amendment designates a new effective date for a previously filed post-effective amendment.

Title of Securities Being Registered: Interests in the Separate Account under Pacific Voyages individual flexible premium variable annuity contracts.

Filing Fee: None

Prospectus

(Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-13-002245 filed on April 15, 2013, and incorporated by reference herein.)

SAI

(Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-13-002245 filed on April 15, 2013, and incorporated by reference herein.)

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

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

This supplement must be preceded or accompanied by the Prospectus dated May 1, 2013.

The purpose of this supplement is to inform you of new optional living benefit riders that will be available starting August 1, 2013, subject to state availability.

The AN OVERVIEW OF PACIFIC VOYAGES section is amended as follows:

The Optional Riders - Optional Living Benefit Riders subsection is deleted and replaced with the following:

Optional Living Benefit Riders

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

We reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments for any Rider, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own. We may reject or restrict additional Purchase Payments to help protect our ability to provide the guarantees under these riders. See the Subsequent Purchase Payments subsection for any of the optional living benefit riders in the OPTIONAL LIVING BENEFIT RIDERS section below for additional information.

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

Guaranteed Minimum Withdrawal Benefit

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

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

Guaranteed Minimum Accumulation Benefit

- Guaranteed Protection Advantage 3 Select

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

Additional Information Applicable to Optional Living Benefit Riders

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

You may purchase an optional Rider on the Contract Date or on any Contract Anniversary (if available). In addition, if you purchase a

Rider within 60 days after the Contract Date or, if available, within 60 days after any Contract Anniversary, the Rider Effective Date will be that Contract Date or Contract Anniversary. Your election to purchase an optional Rider must be received In Proper Form.

At initial purchase and during the entire time that you own an optional living benefit Rider, you must invest your entire Contract Value in an asset allocation program or in Investment Options we make available for these Riders. The allocation limitations associated

with these Riders may limit the number of Investment Options that are otherwise available to you under your Contract. See **OPTIONAL LIVING BENEFIT RIDERS - General Information - Investment Allocation Requirements** in the Prospectus. Failure to adhere to the Investment Allocation Requirements may cause your Rider to terminate. **We reserve the right to add, remove or change asset allocation programs or Investment Options we make available for these Riders at any time. We may make such a change due to a fund reorganization, fund substitution, to help protect our ability to provide the guarantees under these riders, or otherwise.**

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

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

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

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

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

The Fees and Expenses - Periodic Expenses - Optional Rider Annual Expenses subsection is amended to include the following:

	Maximum Charge Percentage
<i>Guaranteed Minimum Withdrawal Benefit</i>	
CoreIncome Advantage 4 Select Charge (Single)*	1.00%
CoreIncome Advantage 4 Select Charge (Joint)*	1.50%
CoreIncome Advantage Select Charge (Single)**	2.00%
CoreIncome Advantage Select Charge (Joint)**	2.50%
Income Access Select Charge***	2.75%
<i>Guaranteed Minimum Accumulation Benefit</i>	
Guaranteed Protection Advantage 3 Select Charge****	2.25%

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

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

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

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

The Examples subsection is replaced with the following:

Examples

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

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

If you surrendered your Contract:

	1 Year	3 Years	5 Years	10 Years
Maximum*	\$1,653	\$3,609	\$5,379	\$10,134
Minimum*	\$784	\$1,019	\$1,095	\$1,796

If you annuitized your Contract:

	1 Year	3 Years	5 Years	10 Years
Maximum*	\$1,653	\$3,069	\$5,109	\$10,134
Minimum*	\$784	\$479	\$825	\$1,796

If you did not surrender or annuitize, but left the money in your Contract:

	1 Year	3 Years	5 Years	10 Years
Maximum*	\$1,023	\$3,069	\$5,109	\$10,134
Minimum*	\$154	\$479	\$825	\$1,796

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

The CHARGES, FEES AND DEDUCTIONS section is amended as follows:

The Optional Rider Charges subsection is amended to include the following:

Optional Rider Charges

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The OTHER OPTIONAL RIDERS section is amended as follows:

The first seven paragraphs in the General Information subsection are deleted and replaced with the following:

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

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

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

Guaranteed Minimum Withdrawal Benefit

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

The guaranteed minimum withdrawal benefit riders focus on providing an income stream for life or over a certain period through withdrawals during the accumulation phase, if certain conditions are met. The riders have the same basic structure with differences in the percentage that may be withdrawn each year, how long the withdrawals may last (for example, certain number of years, for a single life or for joint lives), and what age lifetime withdrawals may begin, if applicable. The riders also offer the potential to lock in market

gains on each Contract Anniversary which may increase the annual amount you may withdraw each year under the rider. The riders provide an income stream regardless of market performance, even if your Contract Value is reduced to zero.

Guaranteed Minimum Accumulation Benefit

Guaranteed Protection Advantage 3 Select

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

You can find complete information about each optional rider and its key features and benefits below.

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

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

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

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

Some broker/dealers may limit their clients from purchasing some optional Riders based upon the client’s age or other factors. You should work with your financial advisor to decide whether an optional Rider is appropriate for you.

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

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

The Multiple Rider Ownership subsection is replaced with the following:

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

The Withdrawal Benefit Rider Exchanges subsection is deleted and replaced with the following:

Withdrawal Benefit Rider Exchanges

Subject to availability, you may elect to exchange among the following withdrawal benefit Riders:

FROM	TO	WHEN
Income Access Select	CoreIncome Advantage Select (Single) or (Joint) CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
CoreIncome Advantage 4 Select (Single)	Income Access Select CoreIncome Advantage Select (Single) or (Joint) CoreIncome Advantage 4 Select (Joint)	On any Contract Anniversary.
CoreIncome Advantage 4 Select (Joint)	Income Access Select CoreIncome Advantage Select (Single) or (Joint) CoreIncome Advantage 4 Select (Single)	On any Contract Anniversary.
CoreIncome Advantage Select (Single)	Income Access Select CoreIncome Advantage Select (Joint) CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
CoreIncome Advantage Select (Joint)	Income Access Select CoreIncome Advantage Select (Single) CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
Income Access	Income Access Select CoreIncome Advantage 4 Select (Single) or (Joint) CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary.
CoreIncome Advantage Plus (Single) or (Joint)	Income Access Select CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
	CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5 th Contract Anniversary measured from the Contract issue date.
CoreIncome Advantage 5 Plus (Single) or (Joint)	Income Access Select CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
	CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5 th Contract Anniversary measured from the Contract issue date.
CoreIncome Advantage 5	Income Access Select CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
	CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5 th Contract Anniversary measured from the Contract issue date.
CoreProtect Advantage	Income Access Select CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
	CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5 th Contract Anniversary measured from the Contract issue date.
CoreIncome Advantage	Income Access Select CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
	CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5 th Contract Anniversary measured from the Contract issue date.
Flexible Lifetime Income (Single) or (Joint)	Income Access Select CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
	CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5 th Contract Anniversary measured from the Contract issue date.
Foundation 10	Income Access Select CoreIncome Advantage 4 Select (Single) or (Joint)	On any Contract Anniversary.
	CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5 th Contract Anniversary measured from the Contract issue date.

FROM	TO	WHEN
Flexible Lifetime Income Plus (Single) or (Joint)	Income Access Select	On any Contract Anniversary.
	CoreIncome Advantage 4 Select (Single) or (Joint) CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5 th Contract Anniversary measured from the Contract issue date.
Automatic Income Builder	Income Access Select	On any Contract Anniversary.
	CoreIncome Advantage 4 Select (Single) or (Joint) CoreIncome Advantage Select (Single) or (Joint)	On any Contract Anniversary beginning with the 5 th Contract Anniversary measured from the Contract issue date.

When you elect an exchange, you are terminating your existing Rider and purchasing a new Rider. The Initial Protected Payment Base and Remaining Protected Balance (if applicable) under the new Rider will be equal to the Contract Value on that Contract Anniversary. **Generally, if your Contract Value is lower than the Protected Payment Base under your existing Rider, your election to exchange from one rider to another may result in a reduction in the Protected Payment Base, Protected Payment Amount, any applicable Remaining Protected Balance and any Annual Credit that may be applied. In other words, your existing protected balances will not carryover to the new Rider. If you elect an exchange, you will be subject to the charge and the terms and conditions for the new Rider in effect at the time of the exchange. Only one exchange may be elected each Contract Year. In addition, there are withdrawal percentages, annual credit percentages, and lifetime income age requirements that differ between the Riders listed above. Work with your financial advisor prior to electing an exchange.**

The Accumulation Benefit Rider Exchanges subsection is deleted and replaced with the following:

Accumulation Benefit Rider Exchanges

Subject to availability, you may elect to exchange among the following accumulation benefit Riders:

FROM	TO	WHEN
Guaranteed Protection Advantage 3 (GPA 3) Guaranteed Protection Advantage 5 (GPA 5)	Guaranteed Protection Advantage 3 Select	On any Contract Anniversary.

When you elect an exchange, you are terminating your existing Rider and purchasing a new Rider. The initial Guaranteed Protection Amount under the new Rider will be equal to the Contract Value on that Contract Anniversary. **Generally, if your Contract Value is lower than the Guaranteed Protection Amount under your existing Rider, your election to exchange from one rider to another may result in a reduction in the Guaranteed Protection Amount. In other words, your existing Guaranteed Protection Amount will not carryover to the new Rider. If you elect an exchange, you will be subject to the charge and the terms and conditions for the new Rider in effect at the time of the exchange. Only one exchange may be elected each Contract Year. In addition, there are Step-Up eligibility requirements that differ between the Riders listed above. Work with your financial advisor prior to electing an exchange.**

The following guaranteed minimum withdrawal benefit riders are added:

CoreIncome Advantage 4 Select (Single)

(This Rider is called the Guaranteed Withdrawal Benefit XII Rider - Single Life in the Contract's Rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is \$1,000,000 or greater.

You may purchase this optional Rider on the Contract Date or on any Contract Anniversary provided that on the Rider Effective Date:

the Designated Life is 85 years of age or younger,

the Owner and Annuitant is the same person (except for Non-Natural Owners),

the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA, and

you allocate your entire Contract Value according to the *Investment Allocation Requirements*.

Joint Owners may not purchase this Rider.

Rider Terms

Annual RMD Amount - The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions.

Designated Life - The person upon whose life the benefits of this Rider are based. The Owner/Annuitant (or youngest Annuitant in the case of a Non-Natural Owner) will be the Designated Life. The Designated Life cannot be changed; if a change occurs this Rider will terminate.

Early Withdrawal - Any withdrawal that occurs before the Designated Life is 59 1/2 years of age.

Excess Withdrawal - Any withdrawal (except an RMD Withdrawal) that occurs after the Designated Life is age 59 1/2 or older and exceeds the Protected Payment Amount.

Protected Payment Amount - The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the Designated Life is 59 1/2 years of age or older, the Protected Payment Amount is equal to 4% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 4% of the Protected Payment Base computed on that date. If the Designated Life is younger than 59 1/2 years of age, the Protected Payment Amount is equal to zero (0); however, once the Designated Life reaches age 59 1/2, the Protected Payment Amount will equal 4% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the Designated Life.

Protected Payment Base - An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date - Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Rider Effective Date - The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59 1/2, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the Designated Life is 59 1/2 years of age or older, the Protected Payment Amount is 4% of the Protected Payment Base. If the Designated Life is younger than 59 1/2 years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset will increase the Protected Payment Base to the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term “withdrawal” includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59 1/2, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES - IRAs and Qualified Plans** in the Prospectus.

Withdrawal of Protected Payment Amount

When the Designated Life is 59 1/2 years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 4% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal

does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES** in the Prospectus.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

such withdrawal (an “RMD Withdrawal”) is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions,

you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,

the Annual RMD Amount is based on the previous year-end fair market value of this Contract only, and

only RMD Withdrawals are made from the Contract during the Contract Year.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this Rider if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide notice to the Owner.

See example 6 in **Sample Calculations** below for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

See **FEDERAL TAX ISSUES - Qualified Contracts - Required Minimum Distributions** in the Prospectus.

Depletion of Contract Value

If the Designated Life is younger than age 59 ½ when the Contract Value is zero (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the Designated Life is age 59 ½ or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

If the Designated Life is age 59 ½ or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

the Protected Payment Amount will be paid each year until the date of death of the Designated Life or when a death benefit becomes payable under the Contract,

the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,

no additional Purchase Payments will be accepted under the Contract, and

the Contract will cease to provide any death benefit (amount will be zero).

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is at least \$1.00 less than the Contract Value on that Contract Anniversary.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

the Life Only fixed annual payment amount based on the terms of your Contract, or

the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial advisor to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

This Rider terminates upon the death of the Designated Life or when a death benefit becomes payable under the Contract, whichever occurs first. If the surviving spouse continues the Contract, the surviving spouse may re-purchase this Rider (if available) on any Contract Anniversary. The existing protected balances will not carry over to the new Rider and will be based on the Contract Value at time of re-purchase. Any Rider re-purchases are subject to the Rider terms and conditions at the time of re-purchase.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS - Death Benefits** in the Prospectus).

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,

the date of the death of the Designated Life or when a death benefit becomes payable under the Contract,

the day the Contract is terminated in accordance with the provisions of the Contract,

the day we are notified of an ownership change of a Non-Qualified Contract (excluding ownership changes: to or from certain trusts, adding or removing the Owner's spouse, or for Riders issued in California or Connecticut),

the day you exchange this Rider for another withdrawal benefit Rider,

the Annuity Date (see the *Annuitization* subsection for additional information),

the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or

the day the Contract Value is reduced to zero if the Designated Life is younger than age 59 1/2.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

CoreIncome Advantage 4 Select (Joint)

(This Rider is called the Guaranteed Withdrawal Benefit XII Rider - Joint Life in the Contract's Rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is \$1,000,000 or greater.

You may purchase this optional Rider on the Contract Date or on any Contract Anniversary if you meet the following eligibility requirements:

the Contract is issued as:

Non-Qualified Contract (this Rider is not available if the Owner is a trust or other entity), or

Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p) or 403(b), except for Inherited IRAs, Inherited Roth IRAs, Inherited TSAs, 401(a), 401(k), Individual(k), Keogh, or 457 plan.

both Designated Lives are 85 years or younger,

you allocate your entire Contract Value according to the *Investment Allocation Requirements*,

the Contract must be structured so that upon the death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract, and

any Owner/Annuitant is a Designated Life (except for custodial owned IRA or TSA Contracts).

For purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

a sole Owner with the Owner's Spouse designated as the sole primary Beneficiary,

Joint Owners, where the Owners are each other's Spouses, or

if the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's Spouse must be designated as the sole primary Beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary Beneficiary provided that the Spouse of the beneficial owner is the sole primary Beneficiary of the custodial account.

If this Rider is added on a Contract Anniversary, naming your Spouse as the Beneficiary to meet eligibility requirements will not be considered a change of Annuitant on the Contract.

Rider Terms

Annual RMD Amount - The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions.

Designated Lives (each a "**Designated Life**") - Designated Lives must be natural persons who are each other's spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, the Designated Life must:

be the Owner (or Annuitant, in the case of a custodial owned IRA or TSA), or

remain the Spouse of the other Designated Life and be the first in line of succession, as determined under the Contract, for payment of any death benefit.

Early Withdrawal - Any withdrawal that occurs before the youngest Designated Life is 59 1/2 years of age.

Excess Withdrawal - Any withdrawal (except an RMD Withdrawal) that occurs after the youngest Designated Life is age 59 1/2 or older and exceeds the Protected Payment Amount.

Protected Payment Amount - The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the youngest Designated Life is 59 1/2 years of age or older, the Protected Payment Amount is equal to 4% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 4% of the Protected Payment Base computed on that date. If the youngest Designated Life is younger than 59 1/2 years of age, the Protected Payment Amount is equal to zero (0). However, once the youngest Designated Life reaches age 59 1/2, the Protected Payment Amount will equal 4% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the youngest Designated Life.

Protected Payment Base - An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date - Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Rider Effective Date - The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

Spouse - The Owner's spouse who is treated as the Owner's spouse pursuant to federal law. If the Contract is a custodial owned IRA or TSA, the Annuitant's spouse who is treated as the Annuitant's spouse pursuant to federal law.

Surviving Spouse - The surviving spouse of a deceased Owner (or Annuitant in the case of a custodial owned IRA or TSA).

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 59 1/2, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the youngest Designated Life is 59 1/2 years of age or older, the Protected Payment Amount is 4% of the Protected Payment Base. If the youngest Designated Life is younger than 59 1/2 years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset will increase the Protected Payment Base to the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59 1/2, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES - IRAs and Qualified Plans** in the Prospectus.

Withdrawal of Protected Payment Amount

When the youngest Designated Life is 59 1/2 years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 4% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES** in the Prospectus.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions,

you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,

the Annual RMD Amount is based on the previous year-end fair market value of this Contract only,

the youngest Designated Life is age 59 1/2 or older, and

only RMD Withdrawals are made from the Contract during the Contract Year.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this Rider if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide notice to the Owner.

See example 6 in **Sample Calculations** below for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

See **FEDERAL TAX ISSUES - Qualified Contracts - Required Minimum Distributions** in the Prospectus.

Depletion of Contract Value

If the youngest Designated Life is younger than age 59 1/2 when the Contract Value is zero (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the youngest Designated Life is age 59 1/2 or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

If the youngest Designated Life is age 59 1/2 or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits,

the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,

no additional Purchase Payments will be accepted under the Contract, and

the Contract will cease to provide any death benefit (amount will be zero).

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is at least \$1.00 less than the Contract Value on that Contract Anniversary.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only or Joint Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

the Life Only or Joint Life Only fixed annual payment amount based on the terms of your Contract, or

the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial advisor to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

If the Owner dies and the Surviving Spouse (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the Surviving Spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Rider terminates.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS – Death Benefits** in the Prospectus).

Ownership and Beneficiary Changes

Changes to the Contract Owner, Annuitant and/or Beneficiary designations and changes in marital status, including a dissolution of marriage, may adversely affect the benefits of this Rider. A particular change may make a Designated Life ineligible to receive lifetime income benefits under this Rider. As a result, the Rider may remain in effect and you may pay for benefits that you will not receive. **You are strongly advised to work with your financial advisor and consider your options prior to making any Owner, Annuitant and/or Beneficiary changes to your Contract.**

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the date of the death of all Designated Lives eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and a Surviving Spouse who chooses to continue the Contract is not a Designated Life eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued by a Surviving Spouse who is a Designated Life eligible for lifetime benefits,
- if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life who is a Contract Owner,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA) (this bullet does not apply if this Rider is issued in California or Connecticut),
- in California and Connecticut, if neither Designated Life is an Owner (or Annuitant in the case of a Custodial owned IRA or TSA), upon the earlier of the death of the first Designated Life or when a death benefit becomes payable under the Contract,
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the youngest Designated Life is younger than age 59 1/2.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to

the Annuity Date affect the values and benefits under this Rider over an extended period of time. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

The examples apply to CoreIncome Advantage 4 Select (Single) and (Joint) unless otherwise noted below.

Example #1 - Setting of Initial Values.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000
 Rider Effective Date = Contract Date
 Every Designated Life is 64 years old.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$ 4,000

On the Rider Effective Date, the initial values are set as follows:

Protected Payment Base = Initial Purchase Payment = \$100,000
 Protected Payment Amount = 4% of Protected Payment Base = \$4,000

Example #2 - Subsequent Purchase Payment.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000
 Rider Effective Date = Contract Date
 Every Designated Life is 64 years old.
 A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
 No withdrawals taken.
 Automatic Reset at Beginning of Contract Year 2.
 Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$200,000	\$200,000	\$8,000
Year 2 Contract Anniversary (Prior to Automatic Reset)			\$207,000	\$200,000	\$8,000
Year 2 Contract Anniversary (After Automatic Reset)			\$207,000	\$207,000	\$8,280

Immediately after the \$100,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base is increased by the Purchase Payment amount to \$200,000 (\$100,000 + \$100,000). The Protected Payment Amount after the Purchase Payment is equal to \$8,000 (4% of the Protected Payment Base after the Purchase Payment).

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$8,280 (4% × \$207,000).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 - Withdrawal Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000
 Rider Effective Date = Contract Date
 Every Designated Life is 64 years old.
 A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
 A withdrawal equal to or less than the Protected Payment Amount is taken during Contract Year 2.
 Contract Value immediately before withdrawal = \$221,490.
 Automatic Resets at Beginning of Contract Years 2 and 3.
 Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$200,000	\$200,000	\$8,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$8,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$8,280
Activity		\$5,000	\$216,490 (after \$5,000 withdrawal)	\$207,000	\$3,280
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$216,490	\$207,000	\$8,280
Year 3 Contract Anniversary	(After Automatic Reset)		\$216,490	\$216,490	\$8,660

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This reset increases the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$8,280 ($4\% \times \$207,000$).

Because the \$5,000 withdrawal during Contract Year 2 did not exceed the \$8,280 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base remains unchanged.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 3 Contract Anniversary - Prior to Automatic Reset**), an automatic reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**see balances at Year 3 Contract Anniversary - After Automatic Reset**). As a result, the Protected Payment Amount after the automatic reset at the Year 3 Contract Anniversary is equal to \$8,660 (4% of the reset Protected Payment Base).

Example #4 - Withdrawal Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000

Rider Effective Date = Contract Date

Every Designated Life is 64 years old.

A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.

A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.

Contract Value immediately before withdrawal = \$195,000.

Automatic Resets at Beginning of Contract Years 2 and 3.

Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,000
Activity	\$100,000		\$200,000	\$200,000	\$8,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$8,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$8,280
Activity		\$30,000	\$165,000 (after \$30,000 withdrawal)	\$182,926	\$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$192,000	\$182,926	\$7,317
Year 3 Contract Anniversary	(After Automatic Reset)		\$192,000	\$192,000	\$7,680

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

Because the \$30,000 withdrawal during Contract Year 2 exceeds the \$8,280 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount:
 $\$30,000 - \$8,280 = \$21,720$.

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal:

$$\$21,720 \div (\$195,000 - \$8,280) = 0.1163 \text{ or } 11.63\%.$$

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the percentage computed above: $\$207,000 - (\$207,000 \times 11.63\%) = \$182,926$.

The Protected Payment Amount immediately after the withdrawal is equal to \$0. This amount is determined by multiplying the Protected Payment Base before the withdrawal by 4% and then subtracting all of the withdrawals made during that Contract Year: $(4\% \times \$207,000) - \$30,000 = -\$21,720$ or \$0, since the Protected Payment Amount can't be less than zero.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an automatic reset occurs that increases the Protected Payment Base to an amount equal to 100% of the Contract Value on that date. **(Compare the balances at Year 3 Contract Anniversary Prior to and After Automatic Reset).**

Example #5 - Early Withdrawal.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000

Rider Effective Date = Contract Date

Every Designated Life is 56 1/2 years old.

A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.

A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.

Contract Value immediately before withdrawal = \$221,490.

Automatic Resets at Beginning of Contract Years 2, 3 and 4.

Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$0
Activity	\$100,000		\$200,000	\$200,000	\$0
Year 2 Contract Anniversary (Prior to Automatic Reset)			\$207,000	\$200,000	\$0
Year 2 Contract Anniversary (After Automatic Reset)			\$207,000	\$207,000	\$0
Activity		\$25,000	\$196,490 (after \$25,000 withdrawal)	\$182,000	\$0
Year 3 Contract Anniversary (Prior to Automatic Reset)			\$196,490	\$182,000	\$0
Year 3 Contract Anniversary (After Automatic Reset)			\$196,490	\$196,490	\$0
Year 4 Contract Anniversary (Prior to Automatic Reset)			\$205,000	\$196,490	\$0
Year 4 Contract Anniversary (After Automatic Reset)			\$205,000	\$205,000	\$8,200

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

Because the \$25,000 withdrawal during **Contract Year 2** exceeds the \$0 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the early withdrawal amount. The early withdrawal amount is the total withdrawal amount of \$25,000.

Second, determine the reduction percentage by dividing the early withdrawal amount determined by the Contract Value prior to the withdrawal: $\$25,000 \div \$221,490 = 0.1129$ or 11.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the greater of (a) the total withdrawal amount (\$25,000) and (b) the reduction percentage ($\$207,000 \times 11.29\% = \$23,370$). Since \$25,000 is greater than \$23,370, the new Protected Payment Base is computed by subtracting \$25,000 from the prior Protected Payment Base: $\$207,000 - \$25,000 = \$182,000$.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary - Prior to and After Automatic Reset**). The Protected Payment Amount remains at \$0 since the Designated Life has not reached age 59 1/2.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary - Prior to and After Automatic Reset**). The Protected Payment Amount is set to \$8,200 ($4\% \times \$205,000$) since the Designated Life reached age 59 1/2.

Example #6 - RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is \$7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary				\$100,000	\$4,000
01/01/2007			\$7,500		
03/15/2007	\$1,875			\$100,000	\$2,125
05/01/2007 Contract Anniversary				\$100,000	\$4,000
06/15/2007	\$1,875			\$100,000	\$2,125
09/15/2007	\$1,875			\$100,000	\$250
12/15/2007	\$1,875			\$100,000	\$0
01/01/2008			\$8,000		
03/15/2008	\$2,000			\$100,000	\$0
05/01/2008 Contract Anniversary				\$100,000	\$4,000

Since the RMD Amount for 2008 increases to \$8,000, the quarterly withdrawals of the RMD Amount increase to \$2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. In addition, each contract year the Protected Payment Amount is reduced by the amount of each withdrawal until the Protected Payment Amount is zero.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary			\$0	\$100,000	\$4,000
01/01/2007			\$7,500		
03/15/2007	\$1,875			\$100,000	\$2,125
04/01/2007		\$2,000		\$100,000	\$125
05/01/2007 Contract Anniversary				\$100,000	\$4,000
06/15/2007	\$1,875			\$100,000	\$2,125
09/15/2007	\$1,875			\$100,000	\$250
11/15/2007		\$4,000		\$95,820	\$0

On 3/15/07 there was an RMD Withdrawal of \$1,875 and on 4/1/07 a non-RMD Withdrawal of \$2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of \$4,000 there was no adjustment to the Protected Payment Base. On 5/1/07, the Protected Payment Amount was re-calculated (4% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal (\$4,000) that caused the cumulative withdrawals during the Contract Year (\$7,750) to exceed the Protected Payment Amount (\$4,000). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal (\$250), and assuming the Contract Value was \$90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to \$95,820.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

Contract Value = \$90,000
 Protected Payment Base = \$100,000
 Protected Payment Amount = \$250

A withdrawal of \$4,000 was taken, which exceeds the Protected Payment Amount of \$250. The Protected Payment Base will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is \$3,750 (total withdrawal amount – Protected Payment Amount; \$4,000 – \$250 = \$3,750).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value – Protected Payment Amount); the calculation is based on the Contract Value and the Protected Payment Amount values immediately before the excess withdrawal. Numerically, the ratio is 4.18% ($\$3,750 \div (\$90,000 - \$250)$); $\$3,750 \div \$89,750 = 0.0418$ or 4.18%.

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is \$95,820 (Protected Payment Base \times (1 – ratio); $\$100,000 \times (1 - 4.18\%)$; $\$100,000 \times 95.82\% = \$95,820$).

Example #7 - Lifetime Income.

This example applies to CoreIncome Advantage 4 Select (Single) only.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 64 years old.
- No subsequent Purchase Payments are received.
- Withdrawals, each equal to 4% of the Protected Payment Base are taken each Contract Year.
- No Automatic Reset is assumed during the life of the Rider.
- Death occurs during Contract Year 26 after the \$4,000 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	\$4,000	\$96,489	\$100,000	\$4,000
2	\$4,000	\$92,410	\$100,000	\$4,000
3	\$4,000	\$88,543	\$100,000	\$4,000
4	\$4,000	\$84,627	\$100,000	\$4,000
5	\$4,000	\$80,662	\$100,000	\$4,000
6	\$4,000	\$76,648	\$100,000	\$4,000
7	\$4,000	\$72,583	\$100,000	\$4,000
8	\$4,000	\$68,467	\$100,000	\$4,000
9	\$4,000	\$64,299	\$100,000	\$4,000
10	\$4,000	\$60,078	\$100,000	\$4,000
11	\$4,000	\$55,805	\$100,000	\$4,000
12	\$4,000	\$51,478	\$100,000	\$4,000
13	\$4,000	\$47,096	\$100,000	\$4,000
14	\$4,000	\$42,660	\$100,000	\$4,000
15	\$4,000	\$38,168	\$100,000	\$4,000
16	\$4,000	\$33,619	\$100,000	\$4,000
17	\$4,000	\$29,013	\$100,000	\$4,000
18	\$4,000	\$24,349	\$100,000	\$4,000
19	\$4,000	\$19,626	\$100,000	\$4,000
20	\$4,000	\$14,844	\$100,000	\$4,000
21	\$4,000	\$10,002	\$100,000	\$4,000
22	\$4,000	\$5,099	\$100,000	\$4,000
23	\$4,000	\$0	\$100,000	\$4,000
24	\$4,000	\$0	\$100,000	\$4,000
25	\$4,000	\$0	\$100,000	\$4,000
26	\$4,000	\$0	\$100,000	\$4,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = \$100,000
- Protected Payment Amount = 4% of Protected Payment Base = \$4,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal (\$4,000), the Protected Payment Base remains unchanged.

Withdrawals of 4% of the Protected Payment Base will continue to be paid each year (even after the Contract Value has been reduced to zero) until the date of death of the Designated Life or when a death benefit becomes payable under the Contract.

Example #8 - Lifetime Income.

This example applies to CoreIncome Advantage 4 Select (Joint) only.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000

Rider Effective Date = Contract Date

All Designated Lives are 64 years old.

No subsequent Purchase Payments are received.

Withdrawals, each equal to 4% of the Protected Payment Base are taken each Contract Year.

No Automatic Reset is assumed during the life of the Rider.

All Designated Lives remain eligible for lifetime income benefits while the Rider is in effect.

Surviving Spouse continues Contract upon the death of the first Designated Life.

Surviving Spouse dies during Contract Year 26 after the \$4,000 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	\$4,000	\$96,489	\$100,000	\$4,000
2	\$4,000	\$92,410	\$100,000	\$4,000
3	\$4,000	\$88,543	\$100,000	\$4,000
4	\$4,000	\$84,627	\$100,000	\$4,000
5	\$4,000	\$80,662	\$100,000	\$4,000
6	\$4,000	\$76,648	\$100,000	\$4,000
7	\$4,000	\$72,583	\$100,000	\$4,000
8	\$4,000	\$68,467	\$100,000	\$4,000
9	\$4,000	\$64,299	\$100,000	\$4,000
10	\$4,000	\$60,078	\$100,000	\$4,000
11	\$4,000	\$55,805	\$100,000	\$4,000
12	\$4,000	\$51,478	\$100,000	\$4,000
13	\$4,000	\$47,096	\$100,000	\$4,000
Activity (Death of first Designated Life)	\$4,000	\$42,660	\$100,000	\$4,000
14				
15	\$4,000	\$38,168	\$100,000	\$4,000
16	\$4,000	\$33,619	\$100,000	\$4,000
17	\$4,000	\$29,013	\$100,000	\$4,000
18	\$4,000	\$24,349	\$100,000	\$4,000
19	\$4,000	\$19,626	\$100,000	\$4,000
20	\$4,000	\$14,844	\$100,000	\$4,000
21	\$4,000	\$10,002	\$100,000	\$4,000
22	\$4,000	\$5,099	\$100,000	\$4,000
23	\$4,000	\$0	\$100,000	\$4,000
24	\$4,000	\$0	\$100,000	\$4,000
25	\$4,000	\$0	\$100,000	\$4,000
26	\$4,000	\$0	\$100,000	\$4,000

On the Rider Effective Date, the initial values are set as follows:

Protected Payment Base = Initial Purchase Payment = \$100,000

Protected Payment Amount = 4% of Protected Payment Base = \$4,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal (\$4,000), the Protected Payment Base remains unchanged.

During Contract Year 13, the death of the first Designated Life occurred. Withdrawals of the Protected Payment Amount (4% of the Protected Payment Base) will continue to be paid each year (even after the Contract Value was reduced to zero) until the Rider terminates.

If there was a change in Owner, Beneficiary or marital status prior to the death of the first Designated Life that resulted in the surviving Designated Life (spouse) to become ineligible for lifetime income benefits, then the lifetime income benefits under the Rider would not continue for the surviving Designated Life and the Rider would terminate upon the death of the first Designated Life.

CoreIncome Advantage Select (Single)

(This Rider is called the Guaranteed Withdrawal Benefit X Rider - Single Life in the Contract's Rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is \$1,000,000 or greater.

You may purchase this optional Rider on the Contract Date or on any Contract Anniversary provided that on the Rider Effective Date:

the Designated Life is 85 years of age or younger,

the Owner and Annuitant is the same person (except for Non-Natural Owners),

the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA, and

you allocate your entire Contract Value according to the *Investment Allocation Requirements*.

Joint Owners may not purchase this Rider.

Rider Terms

Annual RMD Amount - The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions.

Designated Life - The person upon whose life the benefits of this Rider are based. The Owner/Annuitant (or youngest Annuitant in the case of a Non-Natural Owner) will be the Designated Life. The Designated Life cannot be changed; if a change occurs this Rider will terminate.

Early Withdrawal - Any withdrawal that occurs before the Designated Life is 65 years of age.

Excess Withdrawal - Any withdrawal (except an RMD Withdrawal) that occurs after the Designated Life is age 65 or older and exceeds the Protected Payment Amount.

Protected Payment Amount - The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the Designated Life is 65 years of age or older, the Protected Payment Amount is equal to 5% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 5% of the Protected Payment Base computed on that date. If the Designated Life is younger than 65 years of age, the Protected Payment Amount is equal to zero (0); however, once the Designated Life reaches age 65, the Protected Payment Amount will equal 5% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the Designated Life.

Protected Payment Base - An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date - Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Rider Effective Date - The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 65, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the Designated Life is 65 years of age or older, the Protected Payment Amount is 5% of the Protected Payment Base. If the Designated Life is younger than 65 years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset will increase the Protected Payment Base to the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment

Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term “withdrawal” includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59 1/2, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES - IRAs and Qualified Plans** in the Prospectus.

Withdrawal of Protected Payment Amount

When the Designated Life is 65 years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 5% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES** in the Prospectus.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

such withdrawal (an “RMD Withdrawal”) is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions,

you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,

the Annual RMD Amount is based on the previous year-end fair market value of this Contract only, and

only RMD Withdrawals are made from the Contract during the Contract Year.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this Rider if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide notice to the Owner.

See example 6 in **Sample Calculations** below for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

See **FEDERAL TAX ISSUES - Qualified Contracts - Required Minimum Distributions** in the Prospectus.

Depletion of Contract Value

If the Designated Life is younger than age 65 when the Contract Value is zero (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the Designated Life is age 65 or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

If the Designated Life is age 65 or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

the Protected Payment Amount will be paid each year until the date of death of the Designated Life or when a death benefit becomes payable under the Contract,

the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,

no additional Purchase Payments will be accepted under the Contract, and

the Contract will cease to provide any death benefit (amount will be zero).

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is at least \$1.00 less than the Contract Value on that Contract Anniversary.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

the Life Only fixed annual payment amount based on the terms of your Contract, or

the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial advisor to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

This Rider terminates upon the death of the Designated Life or when a death benefit becomes payable under the Contract, whichever occurs first. If the surviving spouse continues the Contract, the surviving spouse may re-purchase this Rider (if available) on any Contract Anniversary. The existing protected balances will not carry over to the new Rider and will be based on the Contract Value at time of re-purchase. Any Rider re-purchases are subject to the Rider terms and conditions at the time of re-purchase.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS - Death Benefits** in the Prospectus).

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the date of the death of the Designated Life or when a death benefit becomes payable under the Contract,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day we are notified of an ownership change of a Non-Qualified Contract (excluding ownership changes: to or from certain trusts, adding or removing the Owner's spouse, or for Riders issued in California or Connecticut),
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the Designated Life is younger than age 65.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

Example #1 - Setting of Initial Values.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$ 5,000

On the Rider Effective Date, the initial values are set as follows:

- Protected Payment Base = Initial Purchase Payment = \$100,000
- Protected Payment Amount = 5% of Protected Payment Base = \$5,000

Example #2 - Subsequent Purchase Payment.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- Every Designated Life is 65 years old.
- A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
- No withdrawals taken.
- Automatic Reset at Beginning of Contract Year 2.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$200,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$10,350

Immediately after the \$100,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base is increased by the Purchase Payment amount to \$200,000 (\$100,000 + \$100,000). The Protected Payment Amount after the Purchase Payment is equal to \$10,000 (5% of the Protected Payment Base after the Purchase Payment).

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$10,350 (5% × \$207,000).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 - Withdrawal Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000

Rider Effective Date = Contract Date

Every Designated Life is 65 years old.

A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.

A withdrawal lower than the Protected Payment Amount is taken during Contract Year 2.

Contract Value immediately before withdrawal = \$221,490.

Automatic Resets at Beginning of Contract Years 2 and 3.

Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$200,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$10,350
Activity		\$5,000	\$216,490 (after \$5,000 withdrawal)	\$207,000	\$5,350
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$216,490	\$207,000	\$10,350
Year 3 Contract Anniversary	(After Automatic Reset)		\$216,490	\$216,490	\$10,825

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This reset increases the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$10,350 (5% × \$207,000).

Because the \$5,000 withdrawal during Contract Year 2 did not exceed the \$10,350 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base remains unchanged.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (see **balances at Year 3 Contract Anniversary - Prior to Automatic Reset**), an automatic reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (see **balances at Year 3 Contract Anniversary - After Automatic Reset**). As a result, the Protected Payment Amount after the automatic reset at the Year 3 Contract Anniversary is equal to \$10,825 (5% of the reset Protected Payment Base).

Example #4 - Withdrawal Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000

Rider Effective Date = Contract Date

Every Designated Life is 65 years old.

A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.

A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.

Contract Value immediately before withdrawal = \$195,000.

Automatic Resets at Beginning of Contract Years 2 and 3.

Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$5,000
Activity	\$100,000		\$200,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$10,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$10,350
Activity		\$30,000	\$165,000 (after \$30,000 withdrawal)	\$184,975	\$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$192,000	\$184,975	\$9,249
Year 3 Contract Anniversary	(After Automatic Reset)		\$192,000	\$192,000	\$9,600

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

Because the \$30,000 withdrawal during Contract Year 2 exceeds the \$10,350 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount:

$$\$30,000 - \$10,350 = \$19,650.$$

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal:

$$\$19,650 \div (\$195,000 - \$10,350) = 0.1064 \text{ or } 10.64\%.$$

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the percentage computed above: $\$207,000 - (\$207,000 \times 10.64\%) = \$184,975$.

The Protected Payment Amount immediately after the withdrawal is equal to \$0. This amount is determined by multiplying the Protected Payment Base before the withdrawal by 5% and then subtracting all of the withdrawals made during that Contract Year: $(5\% \times \$207,000) - \$30,000 = -\$19,650$ or \$0, since the Protected Payment Amount can't be less than zero.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an automatic reset occurs that increases the Protected Payment Base to an amount equal to 100% of the Contract Value on that date. **(Compare the balances at Year 3 Contract Anniversary Prior to and After Automatic Reset).**

Example #5 - Early Withdrawal.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000

Rider Effective Date = Contract Date

Every Designated Life is 62 years old.

A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.

A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.

Contract Value immediately before withdrawal = \$221,490.

Automatic Resets at Beginning of Contract Years 2, 3 and 4.

Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$0
Activity	\$100,000		\$200,000	\$200,000	\$0
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$0
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$0
Activity		\$25,000	\$196,490 (after \$25,000 withdrawal)	\$182,000	\$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$196,490	\$182,000	\$0
Year 3 Contract Anniversary	(After Automatic Reset)		\$196,490	\$196,490	\$0
Year 4 Contract Anniversary	(Prior to Automatic Reset)		\$205,000	\$196,490	\$0
Year 4 Contract Anniversary	(After Automatic Reset)		\$205,000	\$205,000	\$10,250

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

Because the \$25,000 withdrawal during **Contract Year 2** exceeds the \$0 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the early withdrawal amount. The early withdrawal amount is the total withdrawal amount of \$25,000.

Second, determine the reduction percentage by dividing the early withdrawal amount determined by the Contract Value prior to the withdrawal: $\$25,000 \div \$221,490 = 0.1129$ or 11.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the greater of (a) the total withdrawal amount (\$25,000) and (b) the reduction percentage ($\$207,000 \times 11.29\%$) = \$23,370. Since \$25,000 is greater than \$23,370, the new Protected Payment Base is computed by subtracting \$25,000 from the prior Protected Payment Base: $\$207,000 - \$25,000 = \$182,000$.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary - Prior to and After Automatic Reset**). The Protected Payment Amount remains at \$0 since the Designated Life has not reached age 65.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary - Prior to and After Automatic Reset**). The Protected Payment Amount is set to \$10,250 ($5\% \times \$205,000$) since the Designated Life reached age 65.

Example #6 - RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is \$7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary				\$100,000	\$5,000
01/01/2007			\$7,500		
03/15/2007	\$1,875			\$100,000	\$3,125
05/01/2007 Contract Anniversary				\$100,000	\$5,000
06/15/2007	\$1,875			\$100,000	\$3,125
09/15/2007	\$1,875			\$100,000	\$1,250
12/15/2007	\$1,875			\$100,000	\$0
01/01/2008			\$8,000		
03/15/2008	\$2,000			\$100,000	\$0
05/01/2008 Contract Anniversary				\$100,000	\$5,000

Since the RMD Amount for 2008 increases to \$8,000, the quarterly withdrawals of the RMD Amount increase to \$2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. In addition, each contract year the Protected Payment Amount is reduced by the amount of each withdrawal until the Protected Payment Amount is zero.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary			\$0	\$100,000	\$5,000
01/01/2007			\$7,500		
03/15/2007	\$1,875			\$100,000	\$3,125
04/01/2007		\$2,000		\$100,000	\$1,125
05/01/2007 Contract Anniversary				\$100,000	\$5,000
06/15/2007	\$1,875			\$100,000	\$3,125
09/15/2007	\$1,875			\$100,000	\$1,250
11/15/2007		\$4,000		\$96,900	\$0

On 3/15/07 there was an RMD Withdrawal of \$1,875 and on 4/1/07 a non-RMD Withdrawal of \$2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of \$5,000 there was no adjustment to the Protected Payment Base. On 5/1/07, the Protected Payment Amount was re-calculated (5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal (\$4,000) that caused the cumulative withdrawals during the Contract Year (\$7,750) to exceed the Protected Payment Amount (\$5,000). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal (\$1,250), and assuming the Contract Value was \$90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to \$96,900.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

Contract Value = \$90,000
 Protected Payment Base = \$100,000
 Protected Payment Amount = \$1,250

A withdrawal of \$4,000 was taken, which exceeds the Protected Payment Amount of \$1,250. The Protected Payment Base will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is \$2,750 (total withdrawal amount – Protected Payment Amount; \$4,000 – \$1,250 = \$2,750).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value – Protected Payment Amount); the calculation is based on the Contract Value and the Protected Payment Amount values immediately before the excess withdrawal. Numerically, the ratio is 3.10% ($\$2,750 \div (\$90,000 - \$1,250)$); $\$2,750 \div \$88,750 = 0.0310$ or 3.10%.

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is \$96,900 (Protected Payment Base \times (1 – ratio); $\$100,000 \times (1 - 3.10\%)$; $\$100,000 \times 96.90\% = \$96,900$).

Example #7 - Lifetime Income.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000

Rider Effective Date = Contract Date

Every Designated Life is 65 years old.

No subsequent Purchase Payments are received.

Withdrawals, each equal to 5% of the Protected Payment Base are taken each Contract Year.

No Automatic Reset is assumed during the life of the Rider.

Death occurred during Contract Year 26 after the \$5,000 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	\$5,000	\$96,489	\$100,000	\$5,000
2	\$5,000	\$92,410	\$100,000	\$5,000
3	\$5,000	\$88,543	\$100,000	\$5,000
4	\$5,000	\$84,627	\$100,000	\$5,000
5	\$5,000	\$80,662	\$100,000	\$5,000
6	\$5,000	\$76,648	\$100,000	\$5,000
7	\$5,000	\$72,583	\$100,000	\$5,000
8	\$5,000	\$68,467	\$100,000	\$5,000
9	\$5,000	\$64,299	\$100,000	\$5,000
10	\$5,000	\$60,078	\$100,000	\$5,000
11	\$5,000	\$55,805	\$100,000	\$5,000
12	\$5,000	\$51,478	\$100,000	\$5,000
13	\$5,000	\$47,096	\$100,000	\$5,000
14	\$5,000	\$42,660	\$100,000	\$5,000
15	\$5,000	\$38,168	\$100,000	\$5,000
16	\$5,000	\$33,619	\$100,000	\$5,000
17	\$5,000	\$29,013	\$100,000	\$5,000
18	\$5,000	\$24,349	\$100,000	\$5,000
19	\$5,000	\$19,626	\$100,000	\$5,000
20	\$5,000	\$14,844	\$100,000	\$5,000
21	\$5,000	\$10,002	\$100,000	\$5,000
22	\$5,000	\$5,099	\$100,000	\$5,000
23	\$5,000	\$0	\$100,000	\$5,000
24	\$5,000	\$0	\$100,000	\$5,000
25	\$5,000	\$0	\$100,000	\$5,000
26	\$5,000	\$0	\$100,000	\$5,000

On the Rider Effective Date, the initial values are set as follows:

Protected Payment Base = Initial Purchase Payment = \$100,000

Protected Payment Amount = 5% of Protected Payment Base = \$5,000

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal (\$5,000), the Protected Payment Base remains unchanged.

Withdrawals of 5% of the Protected Payment Base will continue to be paid each year (even after the Contract Value has been reduced to zero) until the date of death of the Designated Life or when a death benefit becomes payable under the Contract.

CoreIncome Advantage Select (Joint)

(This Rider is called the Guaranteed Withdrawal Benefit X Rider - Joint Life in the Contract's Rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is \$1,000,000 or greater.

You may purchase this optional Rider on the Contract Date or on any Contract Anniversary if you meet the following eligibility requirements:

the Contract is issued as:

Non-Qualified Contract (this Rider is not available if the Owner is a trust or other entity), or

Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p) or 403(b), except for Inherited IRAs, Inherited Roth IRAs, Inherited TSAs, 401(a), 401(k), Individual(k), Keogh, or 457 plan.

both Designated Lives are 85 years or younger,

you allocate your entire Contract Value according to the *Investment Allocation Requirements*,

the Contract must be structured so that upon the death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract, and

any Owner/Annuitant is a Designated Life (except for custodial owned IRA or TSA Contracts).

For purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

a sole Owner with the Owner's Spouse designated as the sole primary Beneficiary,

Joint Owners, where the Owners are each other's Spouses, or

if the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's Spouse must be designated as the sole primary Beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary Beneficiary provided that the Spouse of the beneficial owner is the sole primary Beneficiary of the custodial account.

If this Rider is added on a Contract Anniversary, naming your Spouse as the Beneficiary to meet eligibility requirements will not be considered a change of Annuitant on the Contract.

Rider Terms

Annual RMD Amount - The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions.

Designated Lives (each a "**Designated Life**") - Designated Lives must be natural persons who are each other's spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, the Designated Life must:

be the Owner (or Annuitant, in the case of a custodial owned IRA or TSA), or

remain the Spouse of the other Designated Life and be the first in line of succession, as determined under the Contract, for payment of any death benefit.

Early Withdrawal - Any withdrawal that occurs before the youngest Designated Life is 65 years of age.

Excess Withdrawal - Any withdrawal (except an RMD Withdrawal) that occurs after the youngest Designated Life is age 65 or older and exceeds the Protected Payment Amount.

Protected Payment Amount - The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base. If the youngest Designated Life is 65 years of age or older, the Protected Payment Amount is equal to 4.5% of the Protected Payment Base, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 4.5% of the Protected Payment Base computed on that date. If the youngest Designated Life is younger than 65 years of age, the Protected Payment Amount is equal to zero (0). However, once the youngest Designated Life reaches age 65, the Protected Payment Amount will equal 4.5% of the Protected Payment Base and will be reset each Contract Anniversary. The initial Protected Payment Amount will depend upon the age of the youngest Designated Life.

Protected Payment Base - An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date - Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset occurs.

Rider Effective Date - The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

Spouse - The Owner's spouse who is treated as the Owner's spouse pursuant to federal law. If the Contract is a custodial owned IRA or TSA, the Annuitant's spouse who is treated as the Annuitant's spouse pursuant to federal law.

Surviving Spouse - The surviving spouse of a deceased Owner (or Annuitant in the case of a custodial owned IRA or TSA).

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

Beginning at age 65, this Rider guarantees you can withdraw up to the Protected Payment Amount, regardless of market performance, until the Rider terminates. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets of the Protected Payment Base to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

If the youngest Designated Life is 65 years of age or older, the Protected Payment Amount is 4.5% of the Protected Payment Base. If the youngest Designated Life is younger than 65 years of age, the Protected Payment Amount is zero (0).

The Protected Payment Base may change over time. An Automatic Reset will increase the Protected Payment Base to the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base at the time of withdrawal, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including an IRA or TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (e.g. reaching age 59 1/2, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES - IRAs and Qualified Plans** in the Prospectus.

Withdrawal of Protected Payment Amount

When the youngest Designated Life is 65 years of age or older, you may withdraw up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. The Protected Payment Amount will be reduced by the amount withdrawn during the Contract Year and will be reset each Contract Anniversary to 4.5% of the Protected Payment Base. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year. If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. (See example 4 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Excess Withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, the Protected Payment Base will be reduced by an amount that is greater than the excess amount withdrawn.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES** in the Prospectus.

Early Withdrawal

If an Early Withdrawal occurs, we will (immediately following the Early Withdrawal) reduce the Protected Payment Base either on a proportionate basis or by the total withdrawal amount, whichever results in a lower Protected Payment Base. See example 5 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base as a result of an Early Withdrawal.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions,

you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,

the Annual RMD Amount is based on the previous year-end fair market value of this Contract only,

the youngest Designated Life is age 65 or older, and

only RMD Withdrawals are made from the Contract during the Contract Year.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this Rider if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide notice to the Owner.

See example 6 in **Sample Calculations** below for numerical examples that describe what occurs when only withdrawals of the Annual RMD Amount are made during a Contract Year and when withdrawals of the Annual RMD Amount plus other non-RMD Withdrawals are made during a Contract Year.

See **FEDERAL TAX ISSUES - Qualified Contracts - Required Minimum Distributions** in the Prospectus.

Depletion of Contract Value

If the youngest Designated Life is younger than age 65 when the Contract Value is zero (due to withdrawals, fees, or otherwise), the Rider will terminate.

If the youngest Designated Life is age 65 or older and the Contract Value was reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

If the youngest Designated Life is age 65 or older and the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount, the following will apply:

the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits,

the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency as elected by the Owner, but no less frequently than annually,

no additional Purchase Payments will be accepted under the Contract, and

the Contract will cease to provide any death benefit (amount will be zero).

Reset of Protected Payment Base

On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A reset occurs when the Protected Payment Base is changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base to an amount equal to 100% of the Contract Value, if the Protected Payment Base is at least \$1.00 less than the Contract Value on that Contract Anniversary.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

Annuitization

If you annuitize the Contract at the maximum Annuity Date specified in your Contract and this Rider is still in effect at the time of your election and a Life Only or Joint Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

the Life Only or Joint Life Only fixed annual payment amount based on the terms of your Contract, or

the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in your Contract, your annuity payments will be determined in accordance with the terms of your Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments. Work with your financial advisor to determine if you should annuitize your Contract before the maximum Annuity Date or stay in the accumulation phase and continue to take withdrawals under the Rider.

Continuation of Rider if Surviving Spouse Continues Contract

If the Owner dies and the Surviving Spouse (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the Surviving Spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Rider terminates.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS - Death Benefits** in the Prospectus).

Ownership and Beneficiary Changes

Changes to the Contract Owner, Annuitant and/or Beneficiary designations and changes in marital status, including a dissolution of marriage, may adversely affect the benefits of this Rider. A particular change may make a Designated Life ineligible to receive lifetime income benefits under this Rider. As a result, the Rider may remain in effect and you may pay for benefits that you will not receive. **You are strongly advised to work with your financial advisor and consider your options prior to making any Owner, Annuitant and/or Beneficiary changes to your Contract.**

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically terminate on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the date of the death of all Designated Lives eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and a Surviving Spouse who chooses to continue the Contract is not a Designated Life eligible for lifetime benefits,
- upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued by a Surviving Spouse who is a Designated Life eligible for lifetime benefits,
- if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life who is a Contract Owner,
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA) (this bullet does not apply if this Rider is issued in California or Connecticut),
- in California and Connecticut, if neither Designated Life is an Owner (or Annuitant in the case of a Custodial owned IRA or TSA), upon the earlier of the death of the first Designated Life or when a death benefit becomes payable under the Contract,
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date (see the *Annuitization* subsection for additional information),
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount, or
- the day the Contract Value is reduced to zero if the youngest Designated Life is younger than age 65.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the Contract Value is reduced to zero.

Sample Calculations

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. There may be minor differences in the

calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

Example #1 - Setting of Initial Values.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000
Rider Effective Date = Contract Date
Every Designated Life is 65 years old.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$ 4,500

On the Rider Effective Date, the initial values are set as follows:

Protected Payment Base = Initial Purchase Payment = \$100,000
Protected Payment Amount = 4.5% of Protected Payment Base = \$4,500

Example #2 - Subsequent Purchase Payment.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000
Rider Effective Date = Contract Date
Every Designated Life is 65 years old.
A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
No withdrawals taken.
Automatic Reset at Beginning of Contract Year 2.
Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,500
Activity	\$100,000		\$200,000	\$200,000	\$9,000
Year 2 Contract Anniversary (Prior to Automatic Reset)			\$207,000	\$200,000	\$9,000
Year 2 Contract Anniversary (After Automatic Reset)			\$207,000	\$207,000	\$9,315

Immediately after the \$100,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base is increased by the Purchase Payment amount to \$200,000 (\$100,000 + \$100,000). The Protected Payment Amount after the Purchase Payment is equal to \$9,000 (4.5% of the Protected Payment Base after the Purchase Payment).

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This resets the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$9,315 (4.5% × \$207,000).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 - Withdrawal Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000
Rider Effective Date = Contract Date
Every Designated Life is 65 years old.
A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
A withdrawal lower than the Protected Payment Amount is taken during Contract Year 2.
Contract Value immediately before withdrawal = \$221,490.
Automatic Resets at Beginning of Contract Years 2 and 3.
Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$ 4,500
Activity	\$100,000		\$200,000	\$200,000	\$ 9,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$ 9,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$ 9,315
Activity		\$ 5,000	\$216,490 (after \$5,000 withdrawal)	\$207,000	\$ 4,315
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$216,490	\$207,000	\$ 9,315
Year 3 Contract Anniversary	(After Automatic Reset)		\$216,490	\$216,490	\$ 9,742

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

An automatic reset takes place at Year 2 Contract Anniversary, since the Contract Value (\$207,000) is higher than the Protected Payment Base (\$200,000). This reset increases the Protected Payment Base to \$207,000 and the Protected Payment Amount to \$9,315 ($4.5\% \times \$207,000$).

Because the \$5,000 withdrawal during Contract Year 2 did not exceed the \$9,315 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base remains unchanged.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 3 Contract Anniversary - Prior to Automatic Reset**), an automatic reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**see balances at Year 3 Contract Anniversary - After Automatic Reset**). As a result, the Protected Payment Amount after the automatic reset at the Year 3 Contract Anniversary is equal to \$9,742 (4.5% of the reset Protected Payment Base).

Example #4 - Withdrawal Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000

Rider Effective Date = Contract Date

Every Designated Life is 65 years old.

A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.

A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.

Contract Value immediately before withdrawal = \$195,000.

Automatic Resets at Beginning of Contract Years 2 and 3.

Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$4,500
Activity	\$100,000		\$200,000	\$200,000	\$9,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$9,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$9,315
Activity		\$30,000	\$165,000 (after \$30,000 withdrawal)	\$183,940	\$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$192,000	\$183,940	\$8,277
Year 3 Contract Anniversary	(After Automatic Reset)		\$192,000	\$192,000	\$8,640

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

Because the \$30,000 withdrawal during Contract Year 2 exceeds the \$9,315 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the excess withdrawal amount, which is the total withdrawal amount less the Protected Payment Amount:
 $\$30,000 - \$9,315 = \$20,685$.

Second, determine the reduction percentage by dividing the excess withdrawal amount computed above by the difference between the Contract Value and the Protected Payment Amount immediately before the withdrawal:

$$\$20,685 \div (\$195,000 - \$9,315) = 0.1114 \text{ or } 11.14\%.$$

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the percentage computed above: $\$207,000 - (\$207,000 \times 11.14\%) = \$183,940$.

The Protected Payment Amount immediately after the withdrawal is equal to \$0. This amount is determined by multiplying the Protected Payment Base before the withdrawal by 4.5% and then subtracting all of the withdrawals made during that Contract Year: $(4.5\% \times \$207,000) - \$30,000 = -\$20,685$ or \$0, since the Protected Payment Amount can't be less than zero.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an automatic reset occurs that increases the Protected Payment Base to an amount equal to 100% of the Contract Value on that date. **(Compare the balances at Year 3 Contract Anniversary Prior to and After Automatic Reset).**

Example #5 - Early Withdrawal.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000

Rider Effective Date = Contract Date

Every Designated Life is 62 years old.

A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.

A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.

Contract Value immediately before withdrawal = \$221,490.

Automatic Resets at Beginning of Contract Years 2, 3 and 4.

Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$0
Activity	\$100,000		\$200,000	\$200,000	\$0
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$0
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$0
Activity		\$25,000	\$196,490 (after \$25,000 withdrawal)	\$182,000	\$0
Year 3 Contract Anniversary	(Prior to Automatic Reset)		\$196,490	\$182,000	\$0
Year 3 Contract Anniversary	(After Automatic Reset)		\$196,490	\$196,490	\$0
Year 4 Contract Anniversary	(Prior to Automatic Reset)		\$205,000	\$196,490	\$0
Year 4 Contract Anniversary	(After Automatic Reset)		\$205,000	\$205,000	\$9,225

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

Because the \$25,000 withdrawal during **Contract Year 2** exceeds the \$0 Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base immediately after the withdrawal will be reduced based on the following calculation:

First, determine the early withdrawal amount. The early withdrawal amount is the total withdrawal amount of \$25,000.

Second, determine the reduction percentage by dividing the early withdrawal amount determined by the Contract Value prior to the withdrawal: $\$25,000 \div \$221,490 = 0.1129$ or 11.29%.

Third, determine the new Protected Payment Base by reducing the Protected Payment Base immediately prior to the withdrawal by the greater of (a) the total withdrawal amount (\$25,000) and (b) the reduction percentage ($\$207,000 \times 11.29\% = \$23,370$). Since \$25,000 is greater than \$23,370, the new Protected Payment Base is computed by subtracting \$25,000 from the prior Protected Payment Base: $\$207,000 - \$25,000 = \$182,000$.

At Year 3 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 3 Contract Anniversary - Prior to and After Automatic Reset**). The Protected Payment Amount remains at \$0 since the Designated Life has not reached age 65.

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary, an Automatic Reset occurs which increases the Protected Payment Base to an amount equal to 100% of the Contract Value (**compare balances at Year 4 Contract Anniversary - Prior to and After Automatic Reset**). The Protected Payment Amount is set to \$9,225 ($4.5\% \times \$205,000$) since the Designated Life reached age 65.

Example #6 - RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is \$7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary				\$100,000	\$4,500
01/01/2007			\$7,500		
03/15/2007	\$1,875			\$100,000	\$2,625
05/01/2007 Contract Anniversary				\$100,000	\$4,500
06/15/2007	\$1,875			\$100,000	\$2,625
09/15/2007	\$1,875			\$100,000	\$750
12/15/2007	\$1,875			\$100,000	\$0
01/01/2008			\$8,000		
03/15/2008	\$2,000			\$100,000	\$0
05/01/2008 Contract Anniversary				\$100,000	\$4,500

Since the RMD Amount for 2008 increases to \$8,000, the quarterly withdrawals of the RMD Amount increase to \$2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. In addition, each contract year the Protected Payment Amount is reduced by the amount of each withdrawal until the Protected Payment Amount is zero.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount
05/01/2006 Contract Anniversary			\$0	\$100,000	\$4,500
01/01/2007			\$7,500		
03/15/2007	\$1,875			\$100,000	\$2,625
04/01/2007		\$2,000		\$100,000	\$625
05/01/2007 Contract Anniversary				\$100,000	\$4,500
06/15/2007	\$1,875			\$100,000	\$2,625
09/15/2007	\$1,875			\$100,000	\$750
11/15/2007		\$4,000		\$96,360	\$0

On 3/15/07 there was an RMD Withdrawal of \$1,875 and on 4/1/07 a non-RMD Withdrawal of \$2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of \$4,500 there was no adjustment to the Protected Payment Base. On 5/1/07, the Protected Payment Amount was re-calculated (4.5% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal (\$4,000) that caused the cumulative withdrawals during the Contract Year (\$7,750) to exceed the Protected Payment Amount (\$4,500). As the withdrawal exceeded the Protected Payment Amount immediately prior to the withdrawal (\$750), and assuming the Contract Value was \$90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to \$96,360.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

Contract Value = \$90,000
 Protected Payment Base = \$100,000
 Protected Payment Amount = \$750

A withdrawal of \$4,000 was taken, which exceeds the Protected Payment Amount of \$750. The Protected Payment Base will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is \$3,250 (total withdrawal amount – Protected Payment Amount; $\$4,000 - \$750 = \$3,250$).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value – Protected Payment Amount); the calculation is based on the Contract Value and the Protected Payment Amount values immediately before the excess withdrawal. Numerically, the ratio is 3.64% ($\$3,250 \div (\$90,000 - \$750)$); $\$3,250 \div \$89,250 = 0.0364$ or 3.64%.

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is $\$96,360$ (Protected Payment Base \times (1 – ratio); $\$100,000 \times (1 - 3.64\%)$; $\$100,000 \times 96.36\% = \$96,360$).

Example #7 - Lifetime Income.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000

Rider Effective Date = Contract Date

All Designated Lives are 65 years old.

No subsequent Purchase Payments are received.

Withdrawals, each equal to 4.5% of the Protected Payment Base are taken each Contract Year.

No Automatic Reset is assumed during the life of the Rider.

All Designated Lives remain eligible for lifetime income benefits while the Rider is in effect.

Surviving Spouse continues Contract upon the death of the first Designated Life.

Surviving Spouse died during Contract Year 26 after the \$4,500 withdrawal was made.

Contract Year	Withdrawal	End of Year Contract Value	Protected Payment Base	Protected Payment Amount
1	\$4,500	\$96,489	\$100,000	\$4,500
2	\$4,500	\$92,410	\$100,000	\$4,500
3	\$4,500	\$88,543	\$100,000	\$4,500
4	\$4,500	\$84,627	\$100,000	\$4,500
5	\$4,500	\$80,662	\$100,000	\$4,500
6	\$4,500	\$76,648	\$100,000	\$4,500
7	\$4,500	\$72,583	\$100,000	\$4,500
8	\$4,500	\$68,467	\$100,000	\$4,500
9	\$4,500	\$64,299	\$100,000	\$4,500
10	\$4,500	\$60,078	\$100,000	\$4,500
11	\$4,500	\$55,805	\$100,000	\$4,500
12	\$4,500	\$51,478	\$100,000	\$4,500
13	\$4,500	\$47,096	\$100,000	\$4,500
Activity (Death of first Designated Life)				
14	\$4,500	\$42,660	\$100,000	\$4,500
15	\$4,500	\$38,168	\$100,000	\$4,500
16	\$4,500	\$33,619	\$100,000	\$4,500
17	\$4,500	\$29,013	\$100,000	\$4,500
18	\$4,500	\$24,349	\$100,000	\$4,500
19	\$4,500	\$19,626	\$100,000	\$4,500
20	\$4,500	\$14,844	\$100,000	\$4,500
21	\$4,500	\$10,002	\$100,000	\$4,500
22	\$4,500	\$5,099	\$100,000	\$4,500
23	\$4,500	\$0	\$100,000	\$4,500
24	\$4,500	\$0	\$100,000	\$4,500
25	\$4,500	\$0	\$100,000	\$4,500
26	\$4,500	\$0	\$100,000	\$4,500

On the Rider Effective Date, the initial values are set as follows:

Protected Payment Base = Initial Purchase Payment = \$100,000

Protected Payment Amount = 4.5% of Protected Payment Base = \$4,500

Because the amount of each withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal (\$4,500), the Protected Payment Base remains unchanged.

During Contract Year 13, the death of the first Designated Life occurred. Withdrawals of the Protected Payment Amount (4.5% of the Protected Payment Base) will continue to be paid each year (even after the Contract Value was reduced to zero) until the Rider terminates.

If there was a change in Owner, Beneficiary or marital status prior to the death of the first Designated Life that resulted in the surviving Designated Life (spouse) to become ineligible for lifetime income benefits, then the lifetime income benefits under the Rider would not continue for the surviving Designated Life and the Rider would terminate upon the death of the first Designated Life.

Income Access Select

(This Rider is called the Guaranteed Withdrawal Benefit XIII Rider in the Contract's Rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Protected Payment Base is \$1,000,000 or greater.

You may purchase this optional Rider on the Contract Date or on any Contract Anniversary provided that on the Rider Effective Date:

the age of each Owner and Annuitant is 85 years or younger,

the Contract is not issued as an Inherited IRA, Inherited Roth IRA or Inherited TSA, and

you allocate your entire Contract Value according to the *Investment Allocation Requirements*.

Rider Terms

Annual RMD Amount - The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Code Section 401(a)(9) ("Section 401(a)(9)") and related Code provisions.

Protected Payment Amount - The maximum amount that can be withdrawn each Contract Year under this Rider without reducing the Protected Payment Base. The Protected Payment Amount on any day after the Rider Effective Date is equal to 7% of the Protected Payment Base as of that day, less cumulative withdrawals during that Contract Year and will be reset on each Contract Anniversary to 7% of the Protected Payment Base computed on that date. The initial Protected Payment Amount on the Rider Effective Date is equal to 7% of the initial Protected Payment Base.

Protected Payment Base - An amount used to determine the Protected Payment Amount. The Protected Payment Base will remain unchanged except as otherwise described under the provisions of this Rider. The initial Protected Payment Base is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Remaining Protected Balance - The amount available for future withdrawals made under this Rider. The initial Remaining Protected Balance is equal to the initial Purchase Payment, if the Rider Effective Date is on the Contract Date, or the Contract Value, if the Rider Effective Date is on a Contract Anniversary.

Reset Date - Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

Rider Effective Date - The date the guarantees and charges for the Rider become effective. If the Rider is purchased within 60 days of the Contract Date, the Rider Effective Date is the Contract Date. If the Rider is purchased within 60 days of a Contract Anniversary, the Rider Effective Date is the date of that Contract Anniversary.

You will find information about an RMD Withdrawal in the *Required Minimum Distributions* subsection and information about Automatic Resets and Owner-Elected Resets in the *Reset of Protected Payment Base* subsection below.

How the Rider Works

This Rider allows for withdrawals up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Rider terminates. This Rider does not provide lifetime withdrawal benefits. Beginning with the 1st anniversary of the Rider Effective Date or most recent Reset Date, whichever is later, the Rider provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value. Once the Rider is purchased, you cannot request a termination of the Rider (see the *Termination* subsection of this Rider for more information).

The Protected Payment Base and Remaining Protected Balance may change over time. An Automatic Reset or Owner-Elected Reset will increase or decrease the Protected Payment Base and Remaining Protected Balance depending on the Contract Value on the Reset Date. A withdrawal that is less than or equal to the Protected Payment Amount will reduce the Remaining Protected Balance by the amount of the withdrawal and will not change the Protected Payment Base. If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, both the Protected Payment Base and Remaining Protected Balance will be reduced by an amount that is greater than the excess amount withdrawn. For withdrawals that are greater than the Protected Payment Amount, see the *Withdrawal of Protected Payment Amount* subsection.

For purposes of this Rider, the term "withdrawal" includes any applicable withdrawal charges. Amounts withdrawn under the Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract. Withdrawals under this Rider are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals.

If your Contract is a Qualified Contract, including a TSA/403(b) Contract, you are subject to restrictions on withdrawals you may take prior to a triggering event (*e.g.* reaching age 59 1/2, separation from service, disability) and you should consult your tax or legal advisor prior to purchasing this optional guarantee, the primary benefit of which is guaranteeing withdrawals. For additional information regarding withdrawals and triggering events, see **FEDERAL TAX ISSUES - IRAs and Qualified Plans** in the Prospectus.

Withdrawal of Protected Payment Amount

While the Rider is in effect, you may make cumulative withdrawals up to the Protected Payment Amount each Contract Year, regardless of market performance, until the Remaining Protected Balance equals zero or until the Rider terminates. Any portion of the Protected Payment Amount not withdrawn during a Contract Year may not be carried over to the next Contract Year.

Under your Contract, you may withdraw more than the Protected Payment Amount each Contract Year. **However, withdrawals of more than the Protected Payment Amount in a Contract Year will cause an immediate adjustment to the Remaining Protected Balance, the Protected Payment Base, and the Protected Payment Amount.**

If a withdrawal does not exceed the Protected Payment Amount immediately prior to that withdrawal, the Protected Payment Base will remain unchanged. The Remaining Protected Balance will decrease by the withdrawal amount immediately following the withdrawal.

Withdrawals Exceeding the Protected Payment Amount. If a withdrawal (except an RMD Withdrawal) exceeds the Protected Payment Amount immediately prior to that withdrawal, we will (immediately following the withdrawal) reduce the Protected Payment Base on a proportionate basis for the amount in excess of the Protected Payment Amount. We will reduce the Remaining Protected Balance either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount. (See example 4 in **Sample Calculations** below for a numerical example of the adjustments to the Protected Payment Base and Remaining Protected Balance as a result of an excess withdrawal.) If a withdrawal is greater than the Protected Payment Amount and the Contract Value (less the Protected Payment Amount) is lower than the Protected Payment Base, both the Protected Payment Base and Remaining Protected Balance will be reduced by an amount that is greater than the excess amount withdrawn.

For information regarding taxation of withdrawals, see **FEDERAL TAX ISSUES** in the Prospectus.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Depletion of Contract Value

If the Contract Value was reduced to zero by a withdrawal (including an RMD Withdrawal) that did not exceed the Protected Payment Amount immediately prior to that withdrawal, the following will apply:

- the Protected Payment Amount will be paid under a series of pre-authorized withdrawals under a payment frequency, as elected by you, but no less frequently than annually, until the Remaining Protected Balance is reduced to zero,
- no additional Purchase Payments will be accepted under the Contract,
- any Remaining Protected Balance will not be available for payment in a lump sum or may not be applied to provide payments under an Annuity Option, and
- the Contract will cease to provide any death benefit (amount will be zero).

If the Contract Value is reduced to zero by a withdrawal that exceeds the Protected Payment Amount, the Rider will terminate.

Required Minimum Distributions

No adjustment will be made to the Protected Payment Base as a result of a withdrawal that exceeds the Protected Payment Amount immediately prior to the withdrawal, provided:

- such withdrawal (an "RMD Withdrawal") is for purposes of satisfying the minimum distribution requirements of Section 401(a)(9) and related Code provisions,
- you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen,
- the Annual RMD Amount is based on the previous year-end fair market value of this Contract only, and
- only RMD Withdrawals are made from the Contract during the Contract Year.

Immediately following an RMD Withdrawal, the Remaining Protected Balance will decrease by the RMD Withdrawal amount.

If the Contract Value is reduced to zero, RMD Withdrawals will cease and any Remaining Protected Balance will be paid under a series of pre-authorized withdrawals in accordance with the terms of the Rider.

We reserve the right to modify or eliminate the treatment of RMD Withdrawals under this Rider if there is any change to the Internal Revenue Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If we exercise this right, we will provide notice to the Owner.

See **FEDERAL TAX ISSUES - Qualified Contracts - *Required Minimum Distributions*** in the Prospectus.

Reset of Protected Payment Base and Remaining Protected Balance

Regardless of which Reset option is used, on and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of Rider charges and any future Reset options available on and after the Reset Date, will again apply and will be measured from that Reset Date. A Reset occurs when the Protected Payment Base and Remaining Protected Balance are changed to an amount equal to the Contract Value as of the Reset Date.

Automatic Reset. On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically Reset the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value, if the Protected Payment Base is at least \$1.00 less than the Contract Value on that Contract Anniversary.

Owner-Elected Resets (Non-Automatic). On any Contract Anniversary beginning with the 1st Contract Anniversary, measured from the Rider Effective Date or the most recent Reset Date, whichever is later, you may elect to Reset the Remaining Protected Balance and Protected Payment Base to an amount equal to 100% of the Contract Value.

If you elect this option, your election must be received, In Proper Form, within 60 days after the Contract Anniversary on which the Reset is effective. The Reset will be based on the Contract Value as of that Contract Anniversary. **Your election of this option may result in a reduction in the Protected Payment Base, Remaining Protected Balance and Protected Payment Amount.** Generally, the reduction will occur when your Contract Value is less than the Protected Payment Base as of the Contract Anniversary you elected the reset. **You are strongly advised to work with your financial advisor prior to electing an Owner-Elected Reset.** We will provide you with written confirmation of your election.

Subsequent Purchase Payments

If we accept additional Purchase Payments after the Rider Effective Date, we will increase the Protected Payment Base and Remaining Protected Balance by the amount of the Purchase Payments. However, we reserve the right to reject or restrict, at our discretion, any additional Purchase Payments. If we decide to no longer accept Purchase Payments, we will not accept subsequent Purchase Payments for your Contract or any other optional living benefit riders that you may own while this Rider remains in effect.

Continuation of Rider if Surviving Spouse Continues Contract

This Rider terminates when a death benefit becomes payable under the Contract. If the surviving spouse continues the Contract, the surviving spouse may continue to take withdrawals of the Protected Payment Amount under this Rider, until the Remaining Protected Balance is reduced to zero (0). The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries.

The surviving spouse may elect to receive any death benefit proceeds instead of continuing the Contract and Rider (see **DEATH BENEFITS AND OPTIONAL DEATH BENEFIT RIDERS - Death Benefits** in the Prospectus).

Termination

You cannot request a termination of the Rider. Except as otherwise provided below, the Rider will automatically end on the earliest of:

- the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,
- the day the Remaining Protected Balance is reduced to zero,
- the day we are notified of an ownership change of a Non-Qualified Contract (excluding ownership changes: to or from certain trusts, adding or removing the Owner's spouse, or for Riders issued in California or Connecticut),
- when a death benefit becomes payable under the Contract (except as provided under the *Continuation of Rider if Surviving Spouse Continues Contract* subsection),
- the day the Contract is terminated in accordance with the provisions of the Contract,
- the day you exchange this Rider for another withdrawal benefit Rider,
- the Annuity Date, or
- the day the Contract Value is reduced to zero as a result of a withdrawal (except an RMD Withdrawal) that exceeds the Protected Payment Amount.

See the *Depletion of Contract Value* subsection for situations where the Rider will not terminate when the contract Value is reduced to zero.

Sample Calculations

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. The examples have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to

the Annuity Date affect the values and benefits under this Rider over an extended period of time. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

Example #1 - Setting of Initial Values.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000
 Rider Effective Date = Contract Date

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$ 7,000	\$ 100,000

On the Rider Effective Date, the initial values are set as follows:

Protected Payment Base = Initial Purchase Payment = \$100,000
 Remaining Protected Balance = Initial Purchase Payment = \$100,000
 Protected Payment Amount = 7% of Protected Payment Base = \$7,000

Example #2 - Subsequent Purchase Payments.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000
 Rider Effective Date = Contract Date
 A subsequent Purchase Payment of \$20,000 is received during Contract Year 1.
 No withdrawals taken.
 Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$7,000	\$ 100,000
Activity	\$20,000		\$122,000	\$120,000	\$8,400	\$ 120,000
Year 2 Contract Anniversary (Prior to Automatic Reset)			\$122,000	\$120,000	\$8,400	\$ 120,000
Year 2 Contract Anniversary (After Automatic Reset)			\$122,000	\$122,000	\$8,540	\$ 122,000

Immediately after the \$20,000 subsequent Purchase Payment during Contract Year 1, the Protected Payment Base and Remaining Protected Balance are increased by the Purchase Payment amount to \$120,000 (\$100,000 + \$20,000). The Protected Payment Amount after the Purchase Payment is equal to \$8,400 (7% of the Protected Payment Base after the Purchase Payment).

At Year 2 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (see **balances at Year 2 Contract Anniversary - Prior to Automatic Reset**), an Automatic Reset occurred which changes the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (see **balances at Year 2 Contract Anniversary - After Automatic Reset**). As a result, the Protected Payment Amount is equal to \$8,540 (7% of the reset Protected Payment Base).

In addition to Purchase Payments, the Contract Value is further subject to increases and/or decreases during each Contract Year as a result of additional amounts credited, charges, fees and other deductions, and increases and/or decreases in the investment performance of the Variable Account.

Example #3 - Withdrawals Not Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000
 Rider Effective Date = Contract Date
 A subsequent Purchase Payment of \$20,000 is received during Contract Year 1.
 Automatic Reset at the Beginning of Contract Year 2.
 A withdrawal equal to or less than the Protected Payment Amount is taken during Contract Year 2.
 Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase	Withdrawal	Contract Value	Protected	Protected	Remaining
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	Payment		Payment Base	Payment Amount	Protected Balance
Rider Effective Date	\$100,000	\$100,000	\$100,000	\$7,000	\$100,000
Activity	\$20,000	\$122,000	\$120,000	\$8,400	\$120,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)	\$122,000	\$120,000	\$8,400	\$120,000
Year 2 Contract Anniversary	(After Automatic Reset)	\$122,000	\$122,000	\$8,540	\$122,000
Activity	\$8,540	\$116,000	\$122,000	\$0	\$113,460
Year 3 Contract Anniversary		\$116,000	\$122,000	\$8,540	\$113,460

For an explanation of the values and activities at the start of and during Contract Year 1, refer to **Examples #1 and #2**.

As the withdrawal during **Contract Year 2** did not exceed the Protected Payment Amount immediately prior to the withdrawal (\$8,540):

- the Protected Payment Base remains unchanged; and
- the Remaining Protected Balance is reduced by the amount of the withdrawal to \$113,460 (\$122,000 – \$8,540).

Example #4 - Withdrawals Exceeding Protected Payment Amount.

The values shown below are based on the following assumptions:

- Initial Purchase Payment = \$100,000
- Rider Effective Date = Contract Date
- A subsequent Purchase Payment of \$100,000 is received during Contract Year 1.
- A withdrawal greater than the Protected Payment Amount is taken during Contract Year 2.
- Automatic Reset at Beginning of Contract Year 2 and 4.
- Each Contract Anniversary referenced in the table represents the first day of the applicable Contract Year.

	Purchase Payment	Withdrawal	Contract Value	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
Rider Effective Date	\$100,000		\$100,000	\$100,000	\$7,000	\$100,000
Activity	\$100,000		\$200,000	\$200,000	\$14,000	\$200,000
Year 2 Contract Anniversary	(Prior to Automatic Reset)		\$207,000	\$200,000	\$14,000	\$200,000
Year 2 Contract Anniversary	(After Automatic Reset)		\$207,000	\$207,000	\$14,490	\$207,000
Activity		\$15,000	\$206,490	\$206,503	\$0	\$192,000
Year 3 Contract Anniversary			\$206,490	\$206,503	\$14,455	\$192,000
Year 4 Contract Anniversary	(Prior to Automatic Reset)		\$220,944	\$206,503	\$14,455	\$192,000
Year 4 Contract Anniversary	(After Automatic Reset)		\$220,944	\$220,944	\$15,466	\$220,944

For an explanation of the activities at the start of and during Contract Year 1 and 2, refer to **Examples #1 and #2**.

Because the \$15,000 withdrawal during **Contract Year 2** exceeds the Protected Payment Amount immediately prior to the withdrawal (\$15,000 > \$14,490), the Protected Payment Base and Remaining Protected Balance immediately after the withdrawal are reduced.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

- Contract Value = \$221,490
- Protected Payment Base = \$207,000
- Remaining Protected Balance = \$207,000
- Protected Payment Amount = \$14,490 (7% × Protected Payment Base; 7% × \$207,000 = \$14,490)
- No withdrawals were taken prior to the excess withdrawal

A withdrawal of \$15,000 was taken, which exceeds the Protected Payment Amount of \$14,490 for the Contract Year. The Protected Payment Base and Remaining Protected Balance will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount. Numerically, the excess withdrawal amount is \$510 (total withdrawal amount – Protected Payment Amount; \$15,000 – \$14,490 = \$510).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value – Protected Payment Amount). The Contract Value prior to the withdrawal was \$221,490, which equals the \$206,490 after the withdrawal plus the \$15,000 withdrawal amount. Numerically, the ratio is 0.24% ($\$510 \div (\$221,490 - \$14,490)$; $\$510 \div \$207,000 = 0.0024$ or 0.24%).

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is \$206,503 (Protected Payment Base × (1 – ratio); $\$207,000 (1 - 0.24\%)$; $\$207,000 \times 99.76\% = \$206,503$).

Fourth, determine the new Remaining Protected Balance. The Remaining Protected Balance is reduced either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount.

To determine the proportionate reduction, the Remaining Protected Balance immediately before the withdrawal is reduced by the Protected Payment Amount multiplied by 1 less the ratio determined above. Numerically, after the proportionate reduction, the

new Remaining Protected Balance is \$192,047 (Remaining Protected Balance immediately before the withdrawal – Protected Payment Amount) \times (1 – ratio); $(\$207,000 - \$14,490) \times (1 - 0.24\%)$; $\$192,510 \times 99.76\% = \$192,047$).

To determine the total withdrawal amount reduction, the Remaining Protected Balance immediately before the withdrawal is reduced by the total withdrawal amount. Numerically, after the Remaining Protected Balance is reduced by the total withdrawal amount, the new Remaining Protected Balance is \$192,000 (Remaining Protected Balance immediately before the withdrawal – total withdrawal amount; \$207,000 – \$15,000 = \$192,000).

Therefore, since \$192,000 (total withdrawal amount method) is less than \$192,047 (proportionate method) the new Remaining Protected Balance is \$192,000.

The Protected Payment Amount immediately after the withdrawal is equal to \$0, but at the Beginning of Contract Year 3, it is adjusted to \$14,455 (7% of the Protected Payment Base (7% of \$206,503 = \$14,455).

At Year 4 Contract Anniversary, since the Protected Payment Base was less than the Contract Value on that Contract Anniversary (**see balances at Year 4 Contract Anniversary - Prior to Automatic Reset**), an automatic reset occurred which resets the Protected Payment Base and Remaining Protected Balance to an amount equal to 100% of the Contract Value (**see balances at Year 4 Contract Anniversary - After Automatic Reset**).

Example #5 - RMD Withdrawals.

This is an example of the effect of cumulative RMD Withdrawals during the Contract Year that exceed the Protected Payment Amount established for that Contract Year and its effect on the Protected Payment Base and Remaining Protected Balance. The Annual RMD Amount is based on the entire interest of your Contract as of the previous year-end.

This table assumes quarterly withdrawals of only the Annual RMD Amount during the Contract Year. The calculated Annual RMD amount for the Calendar Year is \$7,500 and the Contract Anniversary is May 1 of each year.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
05/01/2006 Contract Anniversary				\$100,000	\$7,000	\$100,000
01/01/2007			\$7,500			
03/15/2007	\$1,875			\$100,000	\$5,125	\$98,125
05/01/2007 Contract Anniversary				\$100,000	\$7,000	\$98,125
06/15/2007	\$1,875			\$100,000	\$5,125	\$96,250
09/15/2007	\$1,875			\$100,000	\$3,250	\$94,375
12/15/2007	\$1,875			\$100,000	\$1,375	\$92,500
01/01/2008			\$8,000			
03/15/2008	\$2,000			\$100,000	\$0	\$90,500
05/01/2008 Contract Anniversary				\$100,000	\$7,000	\$90,500

Since the RMD Amount for 2008 increases to \$8,000, the quarterly withdrawals of the RMD Amount increase to \$2,000, as shown by the RMD Withdrawal on March 15, 2008. Because all withdrawals during the Contract Year were RMD Withdrawals, there is no adjustment to the Protected Payment Base for exceeding the Protected Payment Amount. The only effect is a reduction in the Remaining Protected Balance equal to the amount of each withdrawal.

This chart assumes quarterly withdrawals of the Annual RMD Amount and other non-RMD Withdrawals during the Contract Year. The calculated Annual RMD amount and Contract Anniversary are the same as above.

Activity Date	RMD Withdrawal	Non-RMD Withdrawal	Annual RMD Amount	Protected Payment Base	Protected Payment Amount	Remaining Protected Balance
05/01/2006 Contract Anniversary				\$100,000	\$7,000	\$100,000
01/01/2007			\$7,500			
03/15/2007	\$1,875			\$100,000	\$5,125	\$98,125
04/01/2007		\$2,000		\$100,000	\$3,125	\$96,125
05/01/2007 Contract Anniversary				\$100,000	\$7,000	\$96,125
06/15/2007	\$1,875			\$100,000	\$5,125	\$94,250
09/15/2007	\$1,875			\$100,000	\$3,250	\$92,375
11/15/2007		\$4,000		\$99,140	\$0	\$88,358

On 3/15/07 there was an RMD Withdrawal of \$1,875 and on 4/1/07 a non-RMD Withdrawal of \$2,000. Because the total withdrawals during the Contract Year (5/1/06 through 4/30/07) did not exceed the Protected Payment Amount of \$7,000 there was no adjustment to the Protected Payment Base. The only effect is a reduction in the Remaining Protected Balance and the Protected Payment Amount equal to the amount of each withdrawal. On 5/1/07, the Protected Payment Amount was re-calculated (7% of the Protected Payment Base) as of that Contract Anniversary.

On 11/15/07, there was a non-RMD Withdrawal (\$4,000) that caused the cumulative withdrawals during the Contract Year (\$7,750) to exceed the Protected Payment Amount (\$7,000). As the withdrawal exceeded the Protected Payment Amount and assuming the Contract Value was \$90,000 immediately prior to the withdrawal, the Protected Payment Base is reduced to \$99,140 and the Remaining Protected Balance is reduced to \$88,358.

The Values shown below are based on the following assumptions immediately before the excess withdrawal:

Contract Value = \$90,000

Protected Payment Base = \$100,000

Remaining Protected Balance = \$92,375

Protected Payment Amount less withdrawals already taken = \$7,000 – \$3,750 = \$3,250

A withdrawal of \$4,000 was taken, which exceeds the Protected Payment Amount for the Contract Year. The Protected Payment Base and Remaining Protected Balance will be reduced based on the following calculation:

First, determine the excess withdrawal amount. The excess withdrawal amount is the total withdrawal amount less the Protected Payment Amount less withdrawals already taken. Numerically, the excess withdrawal amount is \$750 (total withdrawal amount – Protected Payment Amount less withdrawals already taken; $\$4,000 - (\$7,000 - \$3,750) = \750).

Second, determine the ratio for the proportionate reduction. The ratio is the excess withdrawal amount determined above divided by (Contract Value – Protected Payment Amount). Numerically, the ratio is 0.86% ($\$750 \div (\$90,000 - \$3,250)$); $\$750 \div \$86,750 = 0.0086$ or 0.86%.

Third, determine the new Protected Payment Base. The Protected Payment Base will be reduced on a proportionate basis. The Protected Payment Base is multiplied by 1 less the ratio determined above. Numerically, the new Protected Payment Base is \$99,140 (Protected Payment Base \times (1 – ratio); $\$100,000 (1 - 0.86\%)$; $\$100,000 \times 99.14\% = \$99,140$).

Fourth, determine the new Remaining Protected Balance. The Remaining Protected Balance is reduced either on a proportionate basis or by the total withdrawal amount, whichever results in the lower Remaining Protected Balance amount.

To determine the proportionate reduction, the Remaining Protected Balance is reduced by the Protected Payment Amount multiplied by 1 less the ratio determined above. Numerically, after the proportionate reduction, the Remaining Protected Balance is \$88,358 (Remaining Protected Balance – Protected Payment Amount) \times (1 – ratio); $(\$92,375 - \$3,250) \times (1 - 0.86\%)$; $\$89,125 \times 99.14\% = \$88,358$).

To determine the total withdrawal amount reduction, the Remaining Protected Balance is reduced by the total withdrawal amount. Numerically, after the Remaining Protected Balance is reduced by the total withdrawal amount, the Remaining Protected Balance is \$88,375 (Remaining Protected Balance – total withdrawal amount; $\$92,375 - \$4,000 = \$88,375$).

Therefore, since \$88,358 (proportionate method) is less than \$88,375 (total withdrawal amount method) the new Remaining Protected Balance is \$88,358.

Guaranteed Protection Advantage 3 Select

(This Rider is called the Guaranteed Minimum Accumulation Benefit Rider in the Contract's Rider.)

Purchasing the Rider

Prior to purchase, you must obtain our approval if your initial Guaranteed Protection Amount is \$1,000,000 or greater.

You may purchase the optional Rider on the Contract Date or on any subsequent Contract Anniversary if:

the age of any Owner and Annuitant on the date of purchase is the lesser of:

85 years or younger, or

at least 10 years younger than the maximum annuitization age specified in your Contract,

the Rider Effective Date is at least 10 years before your selected Annuity Date, and

you allocate your entire Contract Value according to the *Investment Allocation Requirements*.

How the Rider Works

The Rider will remain in effect, unless otherwise terminated, for a 10-year period (the "Term") beginning on the Effective Date of the Rider.

On the last day of the Term, we will add an additional amount to your Contract Value if, on that day, the Contract Value is less than the Guaranteed Protection Amount. The additional amount will be equal to the difference between the Contract Value on the last day of the Term and the Guaranteed Protection Amount. The additional amount added to the Contract Value will be considered earnings and allocated to your Investment Options according to your most recent allocation instructions. Additional Purchase Payments that are not part of the Guaranteed Protection Amount (Purchase Payments made after the first year of a Term and not included in a Step-Up) will not be included in the benefit calculation at the end of Term.

The Guaranteed Protection Amount is equal to (a) plus (b) minus (c) as indicated below:

- (a) is the Contract Value at the start of the Term,
- (b) is the amount of each subsequent Purchase Payment received during the first year of the Term, and
- (c) is a pro rata adjustment for withdrawals made from the Contract during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal, including any applicable withdrawal charges, premium taxes, and/or other taxes, to the Contract Value immediately prior to the withdrawal.

For purposes of determining the Contract Value at the start of the Term, if the Effective Date of the Rider is the Contract Date, the Contract Value is equal to the initial Purchase Payment. If the Effective Date of the Rider is a Contract Anniversary, the Contract Value is equal to the Contract Value on that Contract Anniversary. Any subsequent Purchase Payments received after the first year of a Term are not included in the Guaranteed Protection Amount.

If, on the last day of the Term, the Contract is annuitized, or a death benefit becomes payable under the Contract, or a full withdrawal is made, the Contract Value will reflect any additional amount owed under the Rider before the payment of any annuity or death benefits, or full withdrawal. No additional amount will be made if the Contract Value on the last day of the Term is greater than or equal to the Guaranteed Protection Amount.

Optional Step-Up in the Guaranteed Protection Amount

On any Contract Anniversary beginning with the 3rd anniversary of the Effective Date of this Rider and before the Annuity Date, you may elect to increase ("Step-Up") your Guaranteed Protection Amount.

If you elect the optional Step-Up, the following conditions will apply:

your election of a Step-Up must be received, In Proper Form, within 60 days after the Contract Anniversary on which the Step-Up is effective,

the Guaranteed Protection Amount will be equal to your Contract Value as of the Effective Date of the Step-Up ("Step-Up Date"),

a new 10-year Term will begin as of the Step-Up Date, and

you may not elect another Step-Up until on or after the 3rd anniversary of the latest Step-Up Date.
We will not permit a Step-Up if the new 10-year Term will extend beyond the Annuity Date.

Subsequent Purchase Payments

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

Continuation of Rider if Surviving Spouse Continues Contract

This Rider terminates when a death benefit becomes payable under the Contract. If the surviving spouse continues the Contract, then the provisions of the Rider will continue until the end of the Term.

Termination

The Rider will automatically terminate at the end of the Term, or, if earlier on:

the day any portion of the Contract Value is no longer allocated according to the *Investment Allocation Requirements*,

the day we receive notification from the Owner to terminate the Rider,

the date a full withdrawal of the amount available for withdrawal is made under the Contract,

the day we are notified of an ownership change of a Non-Qualified Contract (excluding ownership changes: to or from certain trusts, adding or removing the Owner's spouse, or for Riders issued in California or Connecticut),

when a death benefit becomes payable under the Contract (except as provided under the *Continuation of Rider if Surviving Spouse Continues Contract* subsection),

the date the Contract is terminated according to the provisions of the Contract, or

the Annuity Date.

If your request to terminate the Rider is received at our Service Center within 60 days after a Contract Anniversary, the Rider will terminate on that Contract Anniversary. If your request to terminate the Rider is received at our Service Center more than 60 days after a Contract Anniversary, the Rider will terminate the day we receive the request.

If the Rider is terminated, you must wait until a Contract Anniversary that is at least 1 year from the Effective Date of the termination before the Rider may be purchased again (if available).

Sample Calculations

The examples provided are based on certain hypothetical assumptions and are for example purposes only. Where Contract Value is reflected, the examples do not assume any specific return percentage. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments and withdrawals made from the Contract Prior to the end of a 10-Year Term effect the values and benefits under this Rider. There may be minor differences in the calculations due to rounding. **These examples are not intended to serve as projections of future investment returns nor are they a reflection of how your Contract will actually perform.**

The values shown below are based on the following assumptions:

Initial Purchase Payment = \$100,000

Rider Effective Date = Contract Date

A subsequent Purchase Payment of \$20,000 is received in Contract Year 1 and \$10,000 is received in Contract Year 4.

A withdrawal of \$10,000 is taken during Contract Year 7.

Beginning of Contract Year	Purchase Payments Received	Withdrawal Amount	Contract Value	Guaranteed Protection Amount	Amount added to the Contract Value
1	\$100,000		\$100,000	\$100,000	
Activity	\$20,000		\$118,119	\$120,000	
2			\$117,374	\$120,000	
3			\$114,439	\$120,000	
4			\$111,578	\$120,000	
Activity	\$10,000		\$119,480	\$120,000	
5			\$118,726	\$120,000	
6			\$124,662	\$120,000	
Step-Up (New 10-Year Term Begins)			\$124,662	\$124,662	
7			\$121,546	\$124,662	
Activity		\$10,000	\$109,259	\$114,209	
8			\$108,570	\$114,209	
9			\$105,856	\$114,209	
10			\$103,209	\$114,209	
11			\$100,629	\$114,209	
12			\$98,114	\$114,209	
13			\$95,661	\$114,209	
14			\$93,269	\$114,209	
15			\$90,937	\$114,209	
Values at End of 15th Year			\$88,664	\$114,209	\$25,545

The Guaranteed Protection Amount is equal to (a) + (b) – (c) as indicated below:

- (a) is the Contract Value at the start of the Term,
- (b) is the amount of each subsequent Purchase Payment received during the first year of the Term, and
- (c) is a pro rata adjustment for withdrawals made from the Contract during the Term. The adjustment for each withdrawal is calculated by multiplying the Guaranteed Protection Amount prior to the withdrawal by the ratio of the amount of the withdrawal, including any applicable withdrawal charges, premium taxes, and/or other taxes, to the Contract Value immediately prior to the withdrawal.

On the Rider Effective Date, the initial values are set as follows:

$$\text{Guaranteed Protected Amount} = \text{Initial Purchase Payment} = \$100,000 (\$100,000 + 0 - 0 = \$100,000)$$

During Contract Year 1, an additional Purchase Payment of \$20,000 was made. Since this Purchase Payment was made during the first Contract Year, the Guaranteed Protection Amount will be increased by \$20,000 to \$120,000. ($\$100,000 + \$20,000 - 0 = \$120,000$)

During Contract Year 4, an additional Purchase Payment of \$10,000 was made. However, this Purchase Payment will not increase the Guaranteed Protection Amount because it was not made during the first Contract Year (or first year of the 10-Year Term).

On the 6th Contract Anniversary, an optional Step-Up was elected. The Step-Up will reset the Guaranteed Protection Amount equal to the Contract Value (\$124,662) as of that Contract Anniversary.

During Contract Year 7, a withdrawal of \$10,000 was made. This withdrawal will reduce the Guaranteed Protection Amount on a pro rata basis and will result in a new Guaranteed Protection Amount. The pro rata adjustment is \$10,453 and was determined by calculating the ratio of the withdrawal to the Contract Value immediately before the withdrawal ($\$10,000 / \$119,259 = 0.08385$) multiplied by the Guaranteed Protection Amount prior to the withdrawal ($\$124,662 * 0.08385 = \$10,453$). The new Guaranteed Protection Amount (a) + (b) – (c) = \$114,209 ($\$124,662 + 0 - \$10,453 = 114,209$).

At the end of Contract Year 15 (end of the 10-Year Term) the Contract Value (\$88,664) is less than the Guaranteed Protection Amount (\$114,209). Therefore, \$25,545 ($\$114,209 - \$88,664 = \$25,545$) is added to the Contract Value and the Rider terminates.

PART II

Part C: OTHER INFORMATION

Item 24. Financial Statements and Exhibits

(a) Financial Statements

Part A: None

Part B:

(1) Registrant' s Financial Statements

Audited Financial Statements dated as of December 31, 2012 and for each of the periods presented which are incorporated by reference from the 2012 Annual Report include the following for Separate Account A:

- Statements of Assets and Liabilities
- Statements of Operations
- Statements of Changes in Net Assets
- Notes to Financial Statements
- Report of Independent Registered Public Accounting Firm

(2) Depositor' s Financial Statements

Audited Consolidated Financial Statements dated as of December 31, 2012 and 2011, and for each of the three years in the period ended December 31, 2012, included in Part B include the following for Pacific Life:

- Independent Auditors' Report
- Consolidated Statements of Financial Condition
- Consolidated Statements of Operations
- Consolidated Statements of Stockholder' s Equity
- Consolidated Statements of Cash Flows
- Notes to Consolidated Financial Statements

(b) Exhibits

1. (a) Resolution of the Board of Directors of the Depositor authorizing establishment of Separate Account A and Memorandum establishing Separate Account A; Included in Registrant' s Form N-4, File No. 33-88460, Accession No. 0000898430-96-001377 filed on April 19, 1996, and incorporated by reference herein.
- (b) Resolution of the Board of Directors of Pacific Life Insurance Company authorizing conformity to the terms of the current Bylaws; Included in Registrant' s Form N-4, File No. 33-88460, Accession No. 0001017062-98-000945 filed on April 29, 1998, and incorporated by reference herein.

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2. Not applicable
 3.
 - (a) Distribution Agreement between Pacific Life Insurance Company, Pacific Life & Annuity Company and Pacific Select Distributors, Inc. (PSD); Included in Registrant' s Form N-4, File No. 333-60883, Accession No. 0000950123-11-061492 filed on June 24, 2011, and incorporated by reference herein.
 - (b) Form of Selling Agreement between Pacific Life, PSD and Various Broker Dealers; Included in Registrant' s Form N-4, File No. 033-88460, Accession No. 0000892569-06-000528 filed on April 18, 2006, and incorporated by reference herein.
 4.
 - (a) Individual Flexible Premium Deferred Variable Annuity Contract (Form No. 10-1130); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-06-000999 filed on August 14, 2006, and incorporated by reference herein.
 - (b)
 - (1) 403(b) Tax-Sheltered Annuity Rider (Form No. 20-15200); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-06-000999 filed on August 14, 2006, and incorporated by reference herein.
 - (2) 403(b) Tax-Sheltered Annuity Rider (Form No. 20-1156); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-001559 filed on December 4, 2008, and incorporated by reference herein.
 - (c) Section 457 Plan Rider (Form No. 24-123799); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-06-000999 filed on August 14, 2006, and incorporated by reference herein.
 - (d) Individual Retirement Annuity Rider (Form No. 20-18900); Included in Registrant' s Form N-4, File No. 033-88460, Accession No. 0001017062-02-002150 filed on December 19, 2002, and incorporated by reference herein.
 - (e) Roth Individual Retirement Annuity Rider (Form No. 20-19000); Included in Registrant' s Form N-4, File No. 033-88460, Accession No. 0001017062-02-002150 filed on December 19, 2002, and incorporated by reference herein.
 - (f) SIMPLE Individual Retirement Annuity Rider (Form No. 20-19100); Included in Registrant' s Form N-4, File No. 033-88460, Accession No. 0001017062-02-002150 filed on December 19, 2002, and incorporated by reference herein.
 - (g) Qualified Retirement Plan Rider (Form No. 20-14200); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-06-000999 filed on August 14, 2006, and incorporated by reference herein.
 - (h) Guaranteed Earnings Enhancement (EEG) Rider (Form No. 20-14900); Included in Registrant' s Form N-4, File No. 33-88460, Accession No. 0001017062-01-000459 filed on March 2, 2001, and incorporated by reference herein.
 - (i) Guaranteed Protection Advantage 5 Rider (Form No. 20-19600); Included in Registrant' s Form N-4, File No. 033-88460, Accession No. 0001193125-04-031337 filed on February 27, 2004, and incorporated by reference herein.
 - (j)
 - (1) Income Access Rider (Form No. 20-1104); Included in Registrant' s Form N-4, File No. 033-88460, Accession No. 0001193125-04-031337 filed on February 27, 2004, and incorporated by reference herein.

- (2) Income Access Endorsement (Form No. 15-1122); Included in Registrant' s Form N-4, File No. 033-88460, Accession No. 0000892569-05-000440 filed on June 15, 2005, and incorporated by reference herein.
- (3) Excess Withdrawal Endorsement (Form No. 15-1152C); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000961 filed on July 2, 2008, and incorporated by reference herein.
- (k) (1) DCA Plus Fixed Option Rider (Form No. 20-1103); Included in Registrant' s Form N-4, File No. 033-88460, Accession No. 0001193125-03-099259 filed on December 24, 2003, and incorporated by reference herein.
- (2) DCA Plus Fixed Option Rider (Form No. ICC 11:20-1219); Included in Registrant' s Form N-4, File No. 333-175279, Accession No. 0000950123-11-063391 filed on July 1, 2011, and incorporated by reference herein.
- (l) Guaranteed Income Annuity Rider (Form No. 20-1118); Included in Registrant' s Form N-4, File No. 033-88460, Accession No. 0000892569-04-000888 filed on October 15, 2004, and incorporated by reference herein.
- (m) Stepped-Up Death Benefit Rider (Form No. 20-1117); Included in Registrant' s Form N-4, File No. 033-88460, Accession No. 0000892569-04-000888 filed on October 15, 2004, and incorporated by reference herein.
- (n) (1) 5% Guaranteed Withdrawal Benefit Rider (Form No. 20-1131); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-06-001482 filed on December 20, 2006, and incorporated by reference herein.
- (2) Excess Withdrawal Endorsement (Form No. 15-1152); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000961 filed on July 2, 2008, and incorporated by reference herein.
- (o) (1) Joint Life 5% Guaranteed Withdrawal Benefit Rider (Form No. 20-1135); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-07-000095 filed on February 9, 2007, and incorporated by reference herein.
- (2) Excess Withdrawal Endorsement (Form No. 15-1152B); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000961 filed on July 2, 2008, and incorporated by reference herein.
- (p) Guaranteed Protection Advantage 3 Rider (Form No. 20-1145); Included in Registrant' s Form N-4, File No. 333-141135, Accession No. 0000892569-07-001521 filed on December 12, 2007, and incorporated by reference herein.
- (q) (1) Guaranteed Withdrawal Benefit II Rider (Form No. 20-1146); Included in Registrant' s Form N-4, File No. 333-141135, Accession No. 0000892569-07-001521 filed on December 12, 2007, and incorporated by reference herein.

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- (2) Excess Withdrawal Endorsement (Form No. 15-1152); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000961 filed on July 2, 2008, and incorporated by reference herein.
- (r) Guaranteed Withdrawal Benefit III Rider (Form No. 20-1153); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000961 filed on July 2, 2008, and incorporated by reference herein.
- (s) Guaranteed Withdrawal Benefit Rider (Form No. 20-1154); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000961 filed on July 2, 2008, and incorporated by reference herein.
- (t) Joint Life Guaranteed Withdrawal Benefit Rider (Form No. 20-1155); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000961 filed on July 2, 2008, and incorporated by reference herein.
- (u) Core Withdrawal Benefit Rider (Form No. 20-1162); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-09-000061 filed on February 9, 2009, and incorporated by reference herein.
- (v) Guaranteed Withdrawal Benefit IV Rider (Form No. 20-1176); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-09-050719 filed on October 16, 2009, and incorporated by reference herein.
- (w) Core Withdrawal Benefit II Rider (Form No. 20-1178); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-036152 filed on April 20, 2010, and incorporated by reference herein.
- (x) Guaranteed Withdrawal Benefit V Rider – Single Life (Form No. ICC 10:20-1194); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-115910 filed on December 23, 2010, and incorporated by reference herein.
- (y) Guaranteed Withdrawal Benefit V Rider – Joint Life (Form No. ICC 10:20-1195); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-115910 filed on December 23, 2010, and incorporated by reference herein.
- (z) Guaranteed Withdrawal Benefit VII Rider – Single Life (Form No. ICC 11:20-1204); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-11-036416 filed on April 18, 2011, and incorporated by reference herein.
- (aa) Guaranteed Withdrawal Benefit VII Rider – Joint Life (Form No. ICC 11:20-1205); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-11-036416 filed on April 18, 2011, and incorporated by reference herein.
- (bb) Guaranteed Withdrawal Benefit XII Rider – Single Life (Form No. ICC12:20-1256); Included in Registration Statement on Form N-4, File No. 333-185326, Accession No. 0000950123-12-013639 filed on December 7, 2012 and incorporated by reference herein.
- (cc) Guaranteed Withdrawal Benefit XII Rider – Joint Life (Form No. ICC12:20-1257); Included in Registration Statement on Form N-4, File No. 333-185326, Accession No. 0000950123-12-013639 filed on December 7, 2012 and incorporated by reference herein.
- (dd) Guaranteed Withdrawal Benefit X Rider – Single Life (Form No. ICC12:20-1258); Included in Registration Statement on Form N-4, File No. 333-53040, Accession No. 0000950123-13-002336 filed on April 18, 2013 and incorporated by reference herein.

- (ee) Guaranteed Withdrawal Benefit X Rider – Joint Life (Form No. ICC12:20-1259); Included in Registration Statement on Form N-4, File No. 333-53040, Accession No. 0000950123-13-002336 filed on April 18, 2013 and incorporated by reference herein.
 - (ff) Guaranteed Withdrawal Benefit XIII Rider (Form No. ICC12:20-1263); Included in Registration Statement on Form N-4, File No. 333-185326, Accession No. 0000950123-12-013639 filed on December 7, 2012 and incorporated by reference herein.
 - (gg) Guaranteed Minimum Accumulation Benefit Rider (Form No. ICC12:20-1254); Included in Registration Statement on Form N-4, File No. 333-185326, Accession No. 0000950123-12-013639 filed on December 7, 2012 and incorporated by reference herein.
5. (a) Variable Annuity Application. (Form No. 25-1130); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-06-000999 filed on August 14, 2006, and incorporated by reference herein.
 6. (a) Pacific Life' s Articles of Incorporation; Included in Registrant' s Form N-4, File No. 33-88460, Accession No. 0001017062-98-000945 filed on April 29, 1998, and incorporated by reference herein.
 - (b) By-laws of Pacific Life; Included in Registrant' s Form N-4, File No. 33-88460, Accession No. 0001017062-98-000945 filed on April 29, 1998, and incorporated by reference herein.
 - (c) Pacific Life' s Restated Articles of Incorporation; Included in Registrant' s Form N-4, File No. 33-88460, Accession No. 0000892569-06-000528 filed on April 18, 2006, and incorporated by reference herein.
 - (d) By-laws of Pacific Life As Amended September 1, 2005; Included in Registrant' s Form N-4, File No. 33-88460, Accession No. 0000892569-06-000528 filed on April 18, 2006, and incorporated by reference herein.
 7. Form of Reinsurance Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000624 filed on April 22, 2008, and incorporated by reference herein.
 8. (a) Pacific Select Fund Participation Agreement; Included in Registrant' s Form N-4, File No. 33-88460, Accession No. 0001017062-01-500083 filed on April 25, 2001, and incorporated by reference herein.
 - (b) Fund Participation Agreement Between Pacific Life Insurance Company, Pacific Select Distributions, Inc., American Funds Insurance Series, American Funds Distributors, and Capital Research and Management Company; Included in Registrant' s Form N-4, File No. 333-93059, Accession No. 0000892569-05-000253 filed on April 19, 2005, and incorporated by reference herein.
 - (c) Form of AllianceBernstein Variable Products Series Fund, Inc. Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000961 filed on July 2, 2008, and incorporated by reference herein.
 - (d) Form of BlackRock Variable Series Fund, Inc. Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000961 filed on July 2, 2008, and incorporated by reference herein.
 - (1) Amendment to Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-036152 filed on April 20, 2010, and incorporated by reference herein.
 - (e) Form of Franklin Templeton Variable Insurance Products Trust Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000961 filed on July 2, 2008, and incorporated by reference herein.

- (1) First Amendment to Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-036152 filed on April 20, 2010, and incorporated by reference herein.

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- (2) Second Amendment to Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-11-036416 filed on April 18, 2011, and incorporated by reference herein.
- (f) Form of AllianceBernstein Investments, Inc. Administrative Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000961 filed on July 2, 2008, and incorporated by reference herein.
- (g) Form of BlackRock Distributors, Inc. Administrative Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000961 filed on July 2, 2008, and incorporated by reference herein.
- (1) Amendment to Administrative Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-036152 filed on April 20, 2010, and incorporated by reference herein.
- (h) Form of Franklin Templeton Services, LLC Administrative Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-000961 filed on July 2, 2008, and incorporated by reference herein.
- (1) First Amendment to Administrative Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-036152 filed on April 20, 2010, and incorporated by reference herein.
- (2) Second Amendment to Administrative Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0001193125-12-502964 filed on December 14, 2012 and incorporated by reference herein.
- (3) Third Amendment to Administrative Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0001193125-12-502964 filed on December 14, 2012 and incorporated by reference herein.
- (i) Form of AIM Variable Insurance Funds Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-001559 filed on December 4, 2008, and incorporated by reference herein.
- (1) First Amendment to Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-12-006359 filed on April 23, 2012, and incorporated by reference herein.
- (j) Form of Invesco Aim Distributors, Inc. Distribution Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-001559 filed on December 4, 2008, and incorporated by reference herein.
- (k) Form of Invesco Aim Advisors, Inc. Administrative Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-001559 filed on December 4, 2008, and incorporated by reference herein.
- (l) Form of GE Investments Funds, Inc. Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-001559 filed on December 4, 2008, and incorporated by reference herein.
- (1) Amendment to Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-036152 filed on April 20, 2010, and incorporated by reference herein.

- (m) Form of GE Investment Distributors, Inc. Distribution and Services Agreement (Amended and Restated); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-036152 filed on April 20, 2010, and incorporated by reference herein.
- (n) Form of Van Kampen Life Investment Trust Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-001559 filed on December 4, 2008, and incorporated by reference herein.
- (o) Form of Van Kampen Funds, Inc. Shareholder Service Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-001559 filed on December 4, 2008, and incorporated by reference herein.
- (p) Form of Van Kampen Asset Management Administrative Services Letter Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-08-001559 filed on December 4, 2008, and incorporated by reference herein.
- (q) Form of GE Investments Funds, Inc. Investor Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-036152 filed on April 20, 2010, and incorporated by reference herein.
 - (1) First Amendment to Investor Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-036152 filed on April 20, 2010, and incorporated by reference herein.
- (r) Form of PIMCO Variable Insurance Trust Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-036152 filed on April 20, 2010, and incorporated by reference herein.
 - (1) First Amendment to Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-11-036416 filed on April 18, 2011, and incorporated by reference herein.
 - (2) Second Amendment to Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-11-036416 filed on April 18, 2011, and incorporated by reference herein.
- (s) Form of Allianz Global Investors Distributors LLC Selling Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-036152 filed on April 20, 2010, and incorporated by reference herein.
- (t) Form of PIMCO LLC Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-10-036152 filed on April 20, 2010, and incorporated by reference herein.
 - (1) Amendment to Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0001193125-12-502964 filed on December 14, 2012 and incorporated by reference herein.

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- (u) Form of MFS Variable Insurance Trust Participation Agreement; Included in Registrant' s Form N-4, File No. 333-160772, Accession No. 0000950123-10-036181 filed on April 20, 2010, and incorporated by reference herein.
 - (1) First Amendment to Participation Agreement; Included in Registrant' s Form N-4, File No. 333-160772, Accession No. 0000950123-10-036181 filed on April 20, 2010, and incorporated by reference herein.
 - (2) Second Amendment to Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-11-036416 filed on April 18, 2011, and incorporated by reference herein.
 - (v) Form of MFS Variable Insurance Trust Administrative Services Agreement; Included in Registrant' s Form N-4, File No. 333-160772, Accession No. 0000950123-10-036181 filed on April 20, 2010, and incorporated by reference herein.
 - (w) Participation Agreement with Fidelity Variable Insurance Products (Variable Insurance Products Funds, Variable Insurance Products Fund II, Variable Insurance Products Fund III and Variable Insurance Products Funds V); Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-12-006359 filed on April 23, 2012, and incorporated by reference herein.
 - (1) First Amendment to Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-12-006359 filed on April 23, 2012, and incorporated by reference herein.
 - (2) Second Amendment to Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-12-006359 filed on April 23, 2012, and incorporated by reference herein.
 - (x) Service Contract with Fidelity Distributors Corporation; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-12-006359 filed on April 23, 2012, and incorporated by reference herein.
 - (1) Amendment to Service Contract; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-12-006359 filed on April 23, 2012, and incorporated by reference herein.
 - (y) Participation Agreement with First Trust Variable Insurance Trust; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-12-006359 filed on April 23, 2012, and incorporated by reference herein.
 - (z) Administrative Services Agreement with First Trust Variable Insurance Trust; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-12-006359 filed on April 23, 2012, and incorporated by reference herein.
 - (aa) Support Agreement with First Trust Advisors L.P.; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-12-006359 filed on April 23, 2012, and incorporated by reference herein.
 - (bb) Form of American Century Investment Services, Inc. Participation Agreement; Included in Registrant' s Form N-6, File No. 333-150092, Accession Number 000950123-12-006370 filed on April 23, 2012.
 - (cc) Form of American Century Investment Services, Inc. Administrative Services Agreement; Included in Registrant' s Form N-6, File No. 333-150092, Accession Number 000950123-12-006370 filed on April 23, 2012.
 - (1) First Amendment to Administrative Services Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0001193125-12-502964 filed on December 14, 2012 and incorporated by reference herein.

- (dd) Participation Agreement with Janus Aspen Series; Included in Registrant' s Form N-6, File No. 333-118913, Accession Number 000892569-07-000444 filed on April 16, 2007.
 - (1) First Amendment to Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0001193125-12-502964 filed on December 14, 2012 and incorporated by reference herein.
- (ee) Distribution and Shareholder Service Agreement with Janus Capital Management LLC; Included in Registrant' s Form N-6, File No. 333-118913, Accession Number 000892569-07-000444 filed on April 16, 2007.
- (ff) Administrative Services Agreement with Janus Distributors LLC; Included in Registrant' s Form N-6, File No. 333-118913, Accession Number 000892569-07-000444 filed on April 16, 2007.
- (gg) Form of Lord Abbett Series Fund, Inc. Fund Participation Agreement; Included in Registrant' s Form N-4, File No. 333-168284, Accession No. 0000950123-10-067409 filed on July 23, 2010, and incorporated by reference herein.
- (hh) Form of Lord Abbett Series Fund, Inc. Service Agreement; Included in Registrant' s Form N-4, File No. 333-168284, Accession No. 0000950123-10-067409 filed on July 23, 2010, and incorporated by reference herein.
- (ii) Form of Lord Abbett Series Fund, Inc. Administrative Services Agreement; Included in Registrant' s Form N-4, File No. 333-168284, Accession No. 0000950123-10-067409 filed on July 23, 2010, and incorporated by reference herein.
- (jj) Form of Lord Abbett Series Fund, Inc. Support Payment Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0001193125-12-502964 filed on December 14, 2012 and incorporated by reference herein.
 - (1) First Amendment to Support Payment Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0001193125-12-502964 filed on December 14, 2012 and incorporated by reference herein.
- (kk) Participation Agreement with Van Eck Worldwide Insurance Trust; Included in Registrant' s Form N-6, File No. 033-21754, Accession No. 0000892569-05-000254 filed on April 19, 2005, and incorporated by reference herein.
 - (1) First Amendment to Participation Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0001193125-12-502964 filed on December 14, 2012 and incorporated by reference herein.

(II) Service Agreement with Van Eck Securities Corporation; Included in Registrant' s Form N-6, File No. 333-118913, Accession No. 0000892569-05-000054 filed on February 10, 2005, and incorporated by reference herein.

(1) First Amendment to Service Agreement; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0001193125-12-502964 filed on December 14, 2012 and incorporated by reference herein.

9. Opinion and Consent of legal officer of Pacific Life Insurance Company as to the legality of Contracts being registered; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000892569-06-000999 filed on August 14, 2006, and incorporated by reference herein.

-
10. Consent of Independent Registered Public Accounting Firm and Consent of Independent Auditors; Included in Registrant' s Form N-4, File No. 333-136597, Accession No. 0000950123-13-002245 filed on April 15, 2013, and incorporated by reference herein.
 11. Not applicable
 12. Not applicable
 13. Powers of Attorney; Included in Registrant' s Form N-4, File No. 333-184973, Accession No. 0000950123-13-000795 filed on February 5, 2013, and incorporated by reference herein.

Item 25. Directors and Officers of Pacific Life

Name and Address	Positions and Offices with Pacific Life
James T. Morris	Director, Chairman and Chief Executive Officer
Khanh T. Tran	Director and President
Adrian S. Griggs	Executive Vice President and Chief Financial Officer
Sharon A. Cheever	Director, Senior Vice President and General Counsel
Jane M. Guon	Director, Vice President and Secretary
Edward R. Byrd	Senior Vice President and Chief Accounting Officer
Brian D. Klemens	Vice President and Controller
Dewey P. Bushaw	Executive Vice President
Joseph W. Krum	Vice President and Treasurer

The address for each of the persons listed above is as follows:

700 Newport Center Drive
Newport Beach, California 92660

Item 26. Persons Controlled by or Under Common Control with Pacific Life or Separate Account A.

The following is an explanation of the organization chart of Pacific Life's subsidiaries:

Pacific Life is a Nebraska Stock Life Insurance Company wholly-owned by Pacific LifeCorp (a Delaware Stock Holding Company), which is, in turn, 100% owned by Pacific Mutual Holding Company (a Nebraska Mutual Insurance Holding Company).

**PACIFIC LIFE, SUBSIDIARIES & AFFILIATED ENTERPRISES
LEGAL STRUCTURE**

	Jurisdiction of Incorporation or Organization	Percentage of Ownership by its Immediate Parent
Pacific Mutual Holding Company	Nebraska	
Pacific LifeCorp	Delaware	100
Pacific Life Insurance Company	Nebraska	100
Pacific Life & Annuity Company	Arizona	100
Pacific Select Distributors, Inc.	California	100
Pacific Asset Holding LLC	Delaware	100
Pacific TriGuard Partners LLC	Delaware	100
Grayhawk Golf Holdings, LLC	Delaware	95
Grayhawk Golf L.L.C.	Arizona	100
Las Vegas Golf I, LLC	Delaware	100
Angel Park Golf, LLC	Nevada	100
CW Atlanta, LLC	Delaware	100
City Walk Towers, LLC	Delaware	100
Kierland One, LLC	Delaware	100
Kinzie Member, LLC	Delaware	100
Parcel B Owner LLC	Delaware	88
Kinzie Parcel A Member, LLC	Delaware	100
Parcel A Owner LLC	Delaware	90
PL/KBS Fund Member, LLC	Delaware	100
KBS/PL Properties, L.P.	Delaware	99.9
Wildflower Member, LLC	Delaware	100
Epoch-Wildflower, LLC	Florida	99
Sedona Golf Club, LLC	Delaware	100
Glenoaks Golf Club, LLC	Delaware	100
Polo Fields Golf Club, LLC	Delaware	100
PL Regatta Member, LLC	Delaware	100
Regatta Apartments Investors, LLC	Delaware	90
Pacific Asset Loan LLC	Delaware	100
PL Vintage Park Member, LLC	Delaware	100
PL Broadstone Avena Member, LLC	Delaware	100
Broadstone Avena Investors, LLC	Delaware	90
PAR Industrial LLC	Delaware	100
Confederation Life Insurance and Annuity Company	Georgia	100
Pacific Asset Advisors LLC	Delaware	100
Pacific Absolute Return Strategies GP LLC #	Delaware	100
Pacific Life Fund Advisors LLC	Delaware	100

Pacific Alliance Reinsurance Company of Vermont	Vermont	100
Pacific Global Advisors LLC	Delaware	100
PGA Multi-Strategy Liquid Alternatives GP, LLC #	Delaware	100
Pacific Services Canada Limited	Canada	100
Pacific Life Reinsurance Company II Limited	Barbados	100
Aviation Capital Group Corp.	Delaware	100
ACG Acquisition 4063 LLC	Delaware	100
ACG Acquisition 4084 LLC	Delaware	100
ACG Acquisition Ireland III Limited	Ireland	100
ACG Acquisition Ireland V Ltd.	Ireland	100
ACG Acquisition 4658 LLC	Delaware	100
ACG Acquisition 4913 LLC	Delaware	100
ACG Acquisition 4941 LLC	Delaware	100
ACG Acquisition 4942 LLC	Delaware	100
ACG Acquisition 4891 LLC	Delaware	100
ACG Acquisition 5047 LLC	Delaware	100
ACG Acquisition 5048 LLC	Delaware	100
ACG Acquisition 5063 LLC	Delaware	100
ACG Acquisition 5136 LLC	Delaware	100
ACG Acquisition 38105 LLC	Delaware	100
ACG Acquisition 38106 LLC	Delaware	100
ACG Acquisition 4864 LLC	Delaware	100
ACG Acquisition 4883 LLC	Delaware	100
ACG Acquisition 5096 LLC	Delaware	100
ACG Acquisition 5193 LLC	Delaware	100
ACG Acquisition 5278 LLC	Delaware	100
ACG Acquisition 5299 LLC	Delaware	100
ACG Acquisition 38884 LLC	Delaware	100
ACG Acquisition 38885 LLC	Delaware	100
ACG Acquisition 39891 LLC	Delaware	100

ACG Acquisition 40547 LLC	Delaware	100
ACG ECA Ireland Limited	Ireland	100
ACG Bermuda Leasing Limited	Bermuda	100
ACG Acquisition BR 2012-10A LLC	Delaware	100
ACG Acquisition BR 2012-10B LLC	Delaware	100
ACG Acquisition BR 2012-11 LLC	Delaware	100
ACG Acquisition BR 2013-02 LLC	Delaware	100
ACG Acquisition 2688 LLC	Delaware	100
ACG Acquisition 5661 LLC	Delaware	100
ACG Acquisition 38881 LLC	Delaware	100
ACG Acquisition 39886 LLC	Delaware	100
ACG Acquisition 299495 LLC	Delaware	100
ACG Acquisition 5527 LLC	Delaware	100
ACGFS LLC	Delaware	100
ACG Acquisition 5446 LLC	Delaware	100
ACG Acquisition 5716 LLC	Delaware	100
ACG Acquisition 40544 LLC	Delaware	100
ACG Acquisition 39887 LLC	Delaware	100
ACG Acquisition 299496 LLC	Delaware	100
ACG Acquisition 5754 LLC	Delaware	100
ACG Acquisition 5481 LLC	Delaware	100
San Miguel Leasing Cayman Limited	Cayman Islands	100
ACG Acquisition VI LLC	Nevada	50
ACG Acquisition XIX LLC	Delaware	20
ACG XIX Holding LLC	Delaware	100
Aviation Capital Group Trust	Delaware	100
ACG Acquisition XV LLC	Delaware	100
ACG Acquisition XX LLC	Delaware	100
ACG Acquisition (Bermuda) Ltd.	Bermuda	100
ACG Acquisition Ireland Limited	Ireland	100
ACG Acquisition Labuan Ltd.	Labuan	100
ACG Acquisitions Sweden AB	Sweden	100
ACG Acquisition XXI LLC	Delaware	100
ACG Trust 2004-1 Holding LLC	Delaware	100
ACG Funding Trust 2004-1	Delaware	100
ACG 2004-1 Bermuda Limited	Bermuda	100
ACG Acquisition 2004-1 Ireland Limited	Ireland	100
ACG Trust II Holding LLC	Delaware	100
Aviation Capital Group Trust II	Delaware	100
ACG Acquisition XXV LLC	Delaware	100
ACG Acquisition 37 LLC	Delaware	100
ACG Acquisition 38 LLC	Delaware	100
ACG Acquisition Ireland II Limited	Ireland	100
ACG Acquisition (Bermuda) II Ltd.	Bermuda	100
ACG Acquisition XXIX LLC	Delaware	100
ACG Acquisition XXX LLC	Delaware	100
ACG Acquisition 31 LLC	Delaware	100
ACG Acquisition 32 LLC	Delaware	100
ACG Acquisition 33 LLC	Delaware	100

ACG Acquisition 36 LLC	Delaware	100
ACG Acquisition 39 LLC	Delaware	100
ACG Acquisition 35 LLC	Delaware	100
Boullioun Aviation Services Inc.	Washington	100
Boullioun Aircraft Holding Company, Inc.	Washington	100
Boullioun Portfolio Finance III LLC	Nevada	100
ACG ECA Bermuda Limited	Bermuda	100
ACG III Holding LLC	Delaware	100
ACG Trust III	Delaware	100
RAIN I LLC	Delaware	100
RAIN II LLC	Delaware	100
RAIN III LLC	Delaware	100
RAIN IV LLC	Delaware	100
RAIN V LLC	Delaware	100
RAIN VI LLC	Delaware	100
RAIN VII LLC	Delaware	100
RAIN VIII LLC	Delaware	100
ACG Acquisition 30271 LLC	Delaware	100
ACG Acquisition 30744 LLC	Delaware	100
ACG Acquisition 30745 LLC	Delaware	100
ACG Acquisition 30293 LLC	Delaware	100
ACG Acquisition 1176 LLC	Delaware	100
0179 Statutory Trust	Connecticut	100
ACG Acquisition 30277 LLC	Delaware	100
Bellevue Aircraft Leasing Limited	Ireland	100
Rainier Aircraft Leasing (Ireland) Limited	Ireland	100
ACG Acquisition (Cyprus) Ltd.	Cyprus	100
ACG Acquisition (Bermuda) III Ltd.	Bermuda	100
ACG 2006-ECA LLC	Delaware	100
ACG Acquisition 2692 LLC	Delaware	100
ACG ECA-2006 Ireland Limited	Ireland	100
ACG Acquisition 2987 LLC	Delaware	100
ACG Acquisition Aruba NV	Aruba	100

Aviation Capital Group Singapore Pte. Ltd.	Singapore	100
ACG International Ltd.	Bermuda	100
ACG Capital Partners Singapore Pte. Ltd.	Singapore	50
ACGCPS 2011 Pte. Ltd.	Singapore	100
ACG Capital Partners Bermuda Limited	Bermuda	100
Bellevue Coastal Leasing LLC	Washington	100
ACG Capital Partners LLC	Delaware	100
ACG Acquisition 30288 LLC	Delaware	100
ACG Capital Partners Ireland Limited	Ireland	100
ACG Trust 2009-1 Holding LLC	Delaware	100
ACG Funding Trust 2009-1	Delaware	100
ACG Acquisition 29677 LLC	Delaware	100
CIAF Leasing	Egypt	10
CIAF Leasing 1 Limited	Ireland	100
Pacific Asset Funding, LLC	Delaware	100
Pacific Life & Annuity Services, Inc.	Colorado	100
Bella Sera Holdings, LLC	Delaware	100
Pacific Life Re Holdings LLC	Delaware	100
Pacific Life Re Holdings Limited	U.K.	100
Pacific Life Re Services Limited	U.K.	100
Pacific Life Re Limited	U.K.	100
UnderwriteMe Limited	U.K.	51
Pacific Life Reinsurance (Barbados) Ltd.	Barbados	100
Pacific Alliance Excess Reinsurance Company	Vermont	100
Pacific Annuity Reinsurance Company	Arizona	100

= Abbreviated structure

Item 27. Number of Contractholders

Pacific Voyages—Approximately

43,618 Qualified

25,170 Non Qualified

Item 28. Indemnification

- (a) The Distribution Agreement between Pacific Life Insurance Company, Pacific Life & Annuity Company (collectively referred to as “Pacific Life”) and Pacific Select Distributors, Inc. (PSD) provides substantially as follows:

Pacific Life shall indemnify and hold harmless PSD and PSD’s officers, directors, agents, controlling persons, employees, subsidiaries and affiliates for all attorneys’ fees, litigation expenses, costs, losses, claims, judgments, settlements, fines, penalties, damages, and liabilities incurred as the direct or indirect result of: (i) negligent, dishonest, fraudulent, unlawful, or criminal acts, statements, or omissions by Pacific Life or its employees, agents, officers, or directors; (ii) Pacific Life’s breach of this Agreement; (iii) Pacific Life’s failure to comply with any statute, rule, or regulation; (iv) a claim or dispute between Pacific Life and a Broker/Dealer (including its Representatives) and/or a Contract owner. Pacific Life shall not be required to indemnify or hold harmless PSD for expenses, losses, claims, damages, or liabilities that result from PSD’s misfeasance, bad faith, negligence, willful misconduct or wrongful act.

PSD shall indemnify and hold harmless Pacific Life and Pacific Life’s officers, directors, agents, controlling persons, employees, subsidiaries and affiliates for all attorneys’ fees, litigation expenses, costs, losses, claims, judgments, settlements, fines, penalties, damages and liabilities incurred as the direct or indirect result of: (i) PSD’s breach of this Agreement; and/or (ii) PSD’s failure to comply with any statute, rule, or regulation. PSD shall not be required to indemnify or hold harmless Pacific Life for expenses, losses, claims, damages, or liabilities that have resulted from Pacific Life’s willful misfeasance, bad faith, negligence, willful misconduct or wrongful act.

- (b) The Form of Selling Agreement between Pacific Life, Pacific Select Distributors, Inc. (PSD) and Various Broker-Dealers and Agency (Selling Entities) provides substantially as follows:

Pacific Life and PSD agree to indemnify and hold harmless Selling Entities, their officers, directors, agents and employees, against any and all losses, claims, damages, or liabilities to which they may become subject under the Securities Act, the Exchange Act, the Investment Company Act of 1940, or other federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact or any omission or alleged omission to state a material fact required to be stated or necessary to make the statements made not misleading in the registration statement for the Contracts or for the shares of Pacific Select Fund (the “Fund”) filed pursuant to the Securities Act, or any prospectus included as a part thereof, as from time to time amended and supplemented, or in any advertisement or sales literature provided by Pacific Life and PSD.

Selling Entities agree to, jointly and severally, hold harmless and indemnify Pacific Life and PSD and any of their respective affiliates, employees, officers, agents and directors (collectively, "Indemnified Persons") against any and all claims, liabilities and expenses (including, without limitation, losses occasioned by any rescission of any Contract pursuant to a "free look" provision or by any return of initial purchase payment in connection with an incomplete application), including, without limitation, reasonable attorneys' fees and expenses and any loss attributable to the investment experience under a Contract, that any Indemnified Person may incur from liabilities resulting or arising out of or based upon (a) any untrue or alleged untrue statement other than statements contained in the registration statement or prospectus relating to any Contract, (b) (i) any inaccurate or misleading, or allegedly inaccurate or misleading sales material used in connection with any marketing or solicitation relating to any Contract, other than sales material provided preprinted by Pacific Life or PSD, and (ii) any use of any sales material that either has not been specifically approved in writing by Pacific Life or PSD or that, although previously approved in writing by Pacific Life or PSD, has been disapproved, in writing by either of them, for further use, or (c) any act or omission of a Subagent, director, officer or employee of Selling Entities, including, without limitation, any failure of Selling Entities or any Subagent to be registered as required as a broker/dealer under the 1934 Act, or licensed in accordance with the rules of any applicable SRO or insurance regulator.

Item 29. Principal Underwriters

- (a) PSD also acts as principal underwriter for Pacific Select Variable Annuity Separate Account, Separate Account B, Pacific Corinthian Variable Separate Account, Pacific Select Separate Account, Pacific Select Exec Separate Account, COLI Separate Account, COLI II Separate Account, COLI III Separate Account, COLI IV Separate Account, COLI V Separate Account, Separate Account A of Pacific Life & Annuity Company, Pacific Select Exec Separate Account of Pacific Life & Annuity Company, Separate Account I of Pacific Life Insurance Company, Separate Account I of Pacific Life & Annuity Company.
- (b) For information regarding PSD, reference is made to Form B-D, SEC File No. 8-15264, which is herein incorporated by reference.
- (c) PSD retains no compensation or net discounts or commissions from the Registrant.

Item 30. Location of Accounts and Records

The accounts, books and other documents required to be maintained by Registrant pursuant to Section 31(a) of the Investment Company Act of 1940 and the rules under that section will be maintained by Pacific Life at 700 Newport Center Drive, Newport Beach, California 92660.

Item 31. Management Services

Not applicable

Item 32. Undertakings

The registrant hereby undertakes:

- (a) to file a post-effective amendment to this registration statement as frequently as is necessary to ensure that the audited financial statements in this registration statement are never more than 16 months old for so long as payments under the variable annuity contracts may be accepted, unless otherwise permitted.
- (b) to include either (1) as a part of any application to purchase a contract offered by the prospectus, a space that an applicant can check to request a Statement of Additional Information, or (2) a post card or similar written communication affixed to or included in the prospectus that the applicant can remove to send for a Statement of Additional Information, or (3) to deliver a Statement of Additional Information with the Prospectus.
- (c) to deliver any Statement of Additional Information and any financial statements required to be made available under this Form promptly upon written or oral request.

Additional Representations

(a) The Registrant and its Depositor are relying upon American Council of Life Insurance, SEC No-Action Letter, SEC Ref. No. 1P-6-88 (November 28, 1988) with respect to annuity contracts offered as funding vehicles for retirement plans meeting the requirements of Section 403(b) of the Internal Revenue Code, and the provisions of paragraphs (1)-(4) of this letter have been complied with.

(b) The Registrant and its Depositor are relying upon Rule 6c-7 of the Investment Company Act of 1940 with respect to annuity contracts offered as funding vehicles to participants in the Texas Optional Retirement Program, and the provisions of Paragraphs (a)-(d) of the Rule have been complied with.

(c) REPRESENTATION PURSUANT TO SECTION 26(f) OF THE INVESTMENT COMPANY ACT OF 1940: Pacific Life Insurance Company and Registrant represent that the fees and charges to be deducted under the Variable Annuity Contract (“Contract”) described in the prospectus contained in this registration statement are, in the aggregate, reasonable in relation to the services rendered, the expenses expected to be incurred, and the risks assumed in connection with the Contract.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933 and the Investment Company Act of 1940, the Registrant certifies that it meets the requirements of Securities Act Rule 485(a) for effectiveness of this Registration Statement and has caused this Post-Effective Amendment No. 28 to the Registration Statement on Form N-4 to be signed on its behalf by the undersigned thereunto duly authorized in the City of Newport Beach, and the State of California on this 16th day of May, 2013.

SEPARATE ACCOUNT A

(Registrant)

By: PACIFIC LIFE INSURANCE COMPANY

By: _____

James T. Morris*
Director, Chairman and Chief Executive Officer

By: PACIFIC LIFE INSURANCE COMPANY

(Depositor)

By: _____

James T. Morris*
Director, Chairman and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, Post-Effective Amendment No. 28 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
_____ James T. Morris*	Director, Chairman and Chief Executive Officer	May 16, 2013
_____ Khanh T. Tran*	Director and President	May 16, 2013
_____ Adrian S. Griggs*	Executive Vice President and Chief Financial Officer	May 16, 2013
_____ Sharon A. Cheever*	Director, Senior Vice President and General Counsel	May 16, 2013
_____ Jane M. Guon*	Director, Vice President and Secretary	May 16, 2013
_____ Edward R. Byrd*	Senior Vice President and Chief Accounting Officer	May 16, 2013
_____ Brian D. Klemens*	Vice President and Controller	May 16, 2013
_____ Deway P. Bushaw*	Executive Vice President	May 16, 2013
_____ Joseph W. Krum*	Vice President and Treasurer	May 16, 2013

*By: /s/ SHARON A. CHEEVER

May 16, 2013

Sharon A. Cheever
as attorney-in-fact

(Powers of Attorney are contained in Pre-Effective Amendment No. 1 of the Registration Statement filed on Form N-4 for Separate Account A, File No. 333-184973, Accession No. 0000950123-13-000795, filed on February 5, 2013, as Exhibit 13).

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Brandon J. Cage
Assistant Vice President, Counsel
Law Department
(949) 219-3943 *Telephone*
(949) 219-3706 *Facsimile*
Brandon.Cage@PacificLife.com

May 16, 2013

Deborah D. Skeens
Senior Counsel
Office of Insurance Products
Division of Investment Management
U.S. Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

RE: **Post-Effective Amendment No. 28 to the Registration Statement for Pacific Voyages Individual Flexible Premium Deferred Variable Annuity (File No. 333-136597) funded by Separate Account A (File Number 811-08946) of Pacific Life Insurance Company; Request for Selective Review**

On behalf of Pacific Life Insurance Company (“Pacific Life”) and Separate Account A (“Separate Account”) of Pacific Life, attached for electronic filing under the Securities Act of 1933 (“1933 Act”) is Post-Effective Amendment No. 28, on Form N-4. This Post-Effective Amendment relates to individual flexible premium deferred variable annuity contracts designated as the Pacific Voyages Individual Flexible Premium Deferred Variable Annuity Contracts, which are funded by the Separate Account. This Post-Effective Amendment is being filed pursuant to Rule 485(a) under the 1933 Act.

Pacific Life is requesting selective review of this filing pursuant to “Revised Procedures for Processing Registration Statements, Post-Effective Amendments and Preliminary Proxy Materials Filed by Registered Investment Companies, Investment Co. Act Rel. No. 13768 (Feb. 23, 1984).”

The purpose of this submission is to file new optional living benefit riders that are based on, and are substantially similar to, the optional living benefit riders filed for the Pacific Choice Variable Annuity (File No. 333-184973) and Pacific Journey Select (File No. 333-185328) registration statement filings, filed November 15, 2012 and December 7, 2012, respectively. We also made applicable modifications based on Staff comments for the Pacific Choice Variable Annuity (File No. 333-184973) and Pacific Journey Select (File No. 333-185328) registration statement filings, received on January 3, 2013 and January 8, 2013, respectively. All previously filed prospectuses are collectively referred to as “Prior Filings”.

By copy of this letter, we are sending an electronic copy of a prospectus and Statement of Additional Information (“SAI”) marked to show where disclosure differs materially from that in the Prior Filings.

Pursuant to policies described in Release No. IC-13768, we believe that selective review is appropriate. We look forward to your response and comments. If you have any questions, please call me at (949) 219-3943.

Sincerely,

/s/ BRANDON J. CAGE

Brandon J. Cage